



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3495  
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December 26, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to enter into a contract with WestEd, San Francisco, California (vendor code 177860), in the amount of \$231,107.00, to design/provide tools and effectively implement diagnostic reviews of Comprehensive Support and Improvement (CSI) schools in order to improve student performance. This contract, with an option to renew for two (2) additional fiscal years, will be effective upon the date of Governor & Council approval through June 30, 2020, pending legislative approval of the next two biennium budgets. 100% Federal Funds

Funds to support this request are available in the account titled Title I Compensatory Education for FY 19, and are anticipated to be available in FY 20, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

		<u>FY 19</u>
06-56-56-562010-25090000-102-500731	Contracts for Program Services	\$124,504.00
		<u>FY 20</u>
06-56-56-562010-25090000-102-500731	Contracts for Program Services	\$106,603.00

EXPLANATION

A request for proposals was posted on the Department website on August 28, 2018 with a deadline for receipt of proposals of September 14, 2018. The Department was seeking proposals from qualified individuals or organizations that would partner with the Department and local education agencies with Comprehensive Support and Improvement (CSI) schools to improve student performance by analyzing current practices against effective evidence and research-based practices and identify areas of strength and areas needing improvement. Four proposals were received and were reviewed and rated (see Attachment A) by an evaluation team consisting of the Administrator for the Office of Title I and Homeless Education for Children and Youth; a Program Specialist within the Bureau of Student Support; a Program Specialist

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
December 26, 2018  
Page 2

within the Bureau of Instructional Support; and the Administrator of Student Assessment. The team recommended this organization for funding.

WestEd is a nonpartisan, nonprofit educational research, development, and service organization with offices nationwide. The organization has been a national leader in school improvement efforts and has extensive experience in helping schools and districts increase student academic achievement. WestEd has built strong working relationships with education and community organizations and has a long-standing commitment to the field of education with a combined experience base of over 50 years of educational leadership. We respectfully request that we be able to contract with WestEd as we design tools and effectively implement diagnostic reviews and monitoring of CSI schools.

In the event Federal Funds no longer become available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:emr

**Attachment A**

Scoring for review of the Comprehensive Support and Improvement Diagnostic Review and Monitoring proposals

**Proposal Criteria in the RFP**

Significance of Proposal: Description of applicant's abilities to meet or exceed the Purposes and Priorities, 1.0 Minimum Requirements and 2.0 Services to be Provided including a description of their work experience and educational background in diagnostic review and planning, conducting environmental scans and gap analysis in the domains of leadership, effective evidence and research-based practices, identifying areas of strength and areas needing improvement, mentoring and support. This will include a review of the letter of interest, letters of recommendation and resume. 30 Points

The applicant's ability to accomplish the Proposed Scope of Work (Section 3) as evidenced through the documentation submitted, including any products that may demonstrate level of expertise and experience.

- Technical Skill, including, but not limited to, development of diagnostic tools to effectively implement diagnostic reviews, collaboration with State agencies, national organizations and other entities regarding diagnostic reviews; report writing, project evaluation 15 Points
  
- Content knowledge-including but not limited to State and federal laws, diagnostic reviews, and school improvement planning 15 Points

Knowledge of best practices in monitoring of school improvement Implementation 15 Points

Budget Proposal 25 Points

Total Possible Points 100 Points

Four (4) RFPs were received and scored

	Bridget P.	Amy J.	Kristine B.	Cathleen W.	Peer Review
Community Training & Assistance Center	82	72	70	90	78.5
WestEd	96	95	95	95	95.25
Insight Education Group	49	46	35	55	46.25
Class Measures	64	59	60	55	59.5

## **Attachment A cont.**

Scoring for review of the Comprehensive Support and Improvement Diagnostic Review and Monitoring proposals continued....

### **Reviewer Qualifications**

Bridget P. - Bridget has worked in the Department of Education for the last 8 years both as an Education Consultant in the Bureau of Special Education and Administrator of the Office of Title I and Education for Homeless Children and Youth in the Bureau of Instructional Support. She has reviewed numerous RFPs regarding support for school districts and children as well as facilitated projects related to school improvement.

Amy J. - Amy is a Program Specialist IV with the Bureau of Special Education where she coordinates the Special Education Compliance & Improvement Monitoring of public schools and the Bureau's professional development to public schools and special education private providers. Previously, Ms. Jenks was the coordinator of five year federally funded State Personnel Development Grants managing grant activities to accomplish the specific goals and objectives as well as the fiscal requirements.

Kristine B. - Kristine has been employed with the Department of Education for the past 13 years. In those 13 years, she has worked with the Title I program and school improvement, the Education for Homeless Children and Youth program and Student Assessment. She has experience working with team members with the Schools in Need of Improvement, Districts In Need of Improvement, Focus and Priority Schools and School Improvement Grant recipients.

Cathleen W. - Cathleen began her employment with the NHDOE this summer. She was a teacher in public schools for twenty years. She has also served as a reading writing specialist, Title I project manager and has served on several school committees focused on school improvement. She continues her career here at the NHDOE as the Administrator of Assessment and ELA Content Specialist in the Bureau of Instructional Support.


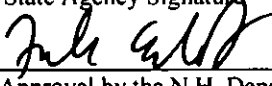
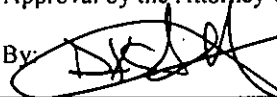
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name WestEd		1.4 Contractor Address 730 Harrison Street, San Francisco, CA 94107	
1.5 Contractor Phone Number 415-565-3000	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$231,107.00
1.9 Contracting Officer for State Agency Bridget Pare, Administrator, Title I and Homeless Education		1.10 State Agency Telephone Number 603-271-2298	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Virgilio F. Tinio, Jr., Contracts Manager	
1.13 Acknowledgement: State of _____, County of _____ See Attached California All-Purpose Acknowledgment  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace See Attached California All-Purpose Acknowledgment [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace See Attached California All-Purpose Acknowledgment			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Frank Elshoff, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: January 8, 2019			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties; and supersedes all prior Agreements and understandings relating hereto.



**EXHIBIT A**  
**SCOPE OF SERVICES**

WestEd will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2020:

- Conduct an initial planning meeting with the Bureau of Instructional Support
- Implement bi-weekly debriefing and planning calls with the Bureau of Instructional Support
- Provide sample tools and protocols to be evaluated/approved by the Bureau of Instructional Support team
  - to include an environmental scan and gap analysis in the domains of leadership, talent development, instructional transformation, and school culture;
  - to include an initiative mapping that can be correlated to school level data in order to make decisions about programs that do and do not lead to increased student achievement; and
  - to include a review of resources to support student learning, including how the school district's budget reflects the goals of student growth and achievement.
- Design and implement a webinar for CSI schools and their LEAs to review protocols and expectations
- Provide guidance and technical assistance to CSI schools regarding communication to Families, educators and students about the diagnostic review process
- Coordinate with the Bureau of Instructional Support and LEAs to implement diagnostic reviews of all identified CSI schools
- Provide a report on the results of each review to share with the Bureau, Division Director and Commissioner. These reports will be shared with the LEA and CSI schools and then delivered to the State Board of Education
- Design tools and a protocol to monitor improvement plans and use of school improvement funds through annual onsite monitoring and desk audits

**EXHIBIT B  
BUDGET**

<b>Task</b>	<b>Year 1 Cost</b>	<b>Year 2 Cost</b>
Initial planning meeting	\$1,947.00	\$2,039.00
Bi-weekly debriefing & planning calls	\$3,672.00	\$3,852.00
Tool development/refinement	\$1,772.00	\$1,857.00
Design and implement webinar for CSI schools about protocols	\$1,532.00	\$1,605.00
Provide guidance and TA for schools re: communication with families	\$1,257.00	\$1,317.00
Implement reviews at 20 schools and create reports	\$99,046.00	\$0.00
Design and implement progress monitoring tools	\$3,508.00	\$76,669.00
Quarterly progress reports	\$3,215.00	\$7,452.00
Monthly Reports	\$3,881.00	\$4,070.00
Summary SEA report synthesizing results from all 20 schools	\$4,674.00	\$7,742.00
<b>Total</b>	<b>\$124,504.00</b>	<b>\$106,603.00</b>

**Limitation on Price:** Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$231,107.00.

**Funding Source:** Funds to support this request are available in the account titled Title I Compensatory Education for FY 19, and are anticipated to be available in FY 20, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<b>FY 19</b>	<b>FY 20</b>
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$124,504.00	\$106,603.00

**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Bridget Pare  
Administrator  
Title I and Homeless Education  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initial VE  
Date 12/20/18

**Exhibit C**

The NH Form P-37 General Provisions shall be amended as follows:

Delete Section 7.2 under **PERSONNEL**

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for two (2) additional fiscal years, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next two biennium budgets.

Contractor Initial VF  
Date 12/20/18

MAY-06-1997 09:41

IRS/CCRP:TC

202 622 6342 P.02/13

Internal Revenue Service

Department of the Treasury

Washington, DC 20224

Index Number: 0115.00-00

Mr. Gary Barnes, Chief Financial Officer  
WestEd  
4665 Lampson Avenue  
Los Alamitos, CA 90720-5199

Person to Contact: Adrian Michur  
Telephone Number: (202) 622-3089  
Refer Reply to: CC:DOM:FI&P:2 PLR-253942-96  
Date: MAY 4 1997

- X = WestEd  
EIN: 94-3233542
- Y = Far West Laboratory for Educational Research and Development  
EIN: 94-1625540
- Z = Southwest Regional Laboratory for Educational Research and Development  
EIN: 94-2428178
- Pact = Joint Powers Agreement
- Law 1 = Section 6500, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Law 2 = Section 6502, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Law 3 = Section 6507, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Law 4 = Section 6508, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Letter 1 = Determination letter dated August 16, 1966
- Letter 2 = Letter dated October 18, 1966
- District 1 = San Francisco District
- District 2 = Los Angeles District
- State 1 = California
- State 2 = Arizona
- State 3 = Nevada
- State 4 = Utah

PLR-253942-96

Dear Mr. Barnes:

This is in reply to a letter dated November 25, 1996, and subsequent correspondence, requesting a ruling that the income of X is excludable under section 115 of the Internal Revenue Code. The information submitted for consideration is summarized below.

X, Y and Z are public agencies under Law 1 of State 1. The members of X are Y and Z. The members of Y and Z are agencies of State 1, State 2, State 3 and State 4.

Under Law 2 of State 1, public agencies may agree to jointly exercise any power common to the agencies, even though one or more of the contracting agencies may be located outside State 1. Such agreements are known as "Pacts" and establish an entity that is itself a public agency for purposes of Law 1.

Under Law 3 of State 1, a Pact is a public entity separate from the parties forming it.

Under Law 4 of State 1, a Pact that has the power to hire employees, make contracts, or to hold, receive, or dispose of property can sue or be sued in its own name. X, Y, and Z each have these powers.

In Letter 1, the District Director of District 1 informed Y that it was not subject to federal income tax. The letter states that it is a determination letter, and cites section 115(1) of the Code.

In Letter 2, the District Director of District 2 informed Z that it was not subject to federal income tax, stating that Z was an instrumentality of a state.

Y and Z formed X to combine or merge the educational research and related educational activities previously conducted separately by Y and Z. X's goal, as stated in the documents relating to its formation as a Pact, is to develop fundamental improvements in education and to conduct educational research to benefit the public and private schools, colleges, and universities of States 1, 2, 3, and 4 ("Schools"). X's activities include:

1. Participating in school reform by converging educational research into practical applications, providing knowledge and assistance to Schools.
2. Distributing educational knowledge to Schools through publications, conferences, seminars, and electronic networks.

MAY-05-1997 08:41

IRS/COP/TC

202 007 5000 10/04/13

3

PLR-253942-96

3. Helping to plan and execute long-term educational reform programs.
4. Implementing new curricula within school districts.
5. Conducting applied educational research on practical questions, such as how students learn and what is needed to implement schoolwide changes.
6. Providing strategic policy analysis, evaluating efforts to change, and developing educational products such as training modules, instructional videos, planning guides and casebooks.

The goals and activities of X are virtually identical to those of Y and Z.

X is funded by federal, state, and local government, as well as private foundations, which provide grants and research contracts. X conducts its activities throughout the United States, but concentrates them in States 1, 2, 3, and 4. X's activities are conducted exclusively by its own employees, who are hired and paid directly by X. X is controlled by a board of directors composed of all of the directors of Y and Z. The directors of Y and Z are appointed by the governing bodies or executive officer, as the case may be, of the public agencies that are the membership of Y and Z.

Section 115(1) of the Code provides that gross income does not include income derived from any public utility or the exercise of any essential governmental function and accruing to a state or any political subdivision of a state.

Rev. Rul. 71-589, 1971-2 CB 194, provides that the income from property held in trust by a city that was to be used by the city for certain charitable purposes is not subject to federal income tax. Although Rev. Rul. 71-589 does not explicitly so state, the holding in the revenue ruling means that a determination was made that the income in question was derived from the exercise of an essential governmental function and accrued to a political subdivision within the meaning of section 115(1) of the Code. Rev. Rul. 71-589 specifically mentions several types of functions that the trust might perform, such as support of a hospital, schools, maintenance of a park, or other purposes ordinarily recognized as municipal functions.

Rev. Rul. 90-74, 1990-2 CB 134, concerns an organization that is formed, operated and funded by political subdivisions to pool their casualty risks, or other risks arising from their obligations concerning public liability, workers' compensation, or employees' health. Rev. Rul. 90-74 states that the income of

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IRS/COMM:TC

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PLR-253942-96

the organization is excluded from gross income under section 115(1) of the Code if private interests do not participate in the organization or benefit more than incidentally from the organization. In Rev. Rul. 90-74 the benefit to the employees of the political subdivisions was excepted as incidental.

Under Rev. Rul. 77-261, 1977-2 C.B. 45, the income from a fund, established under a written declaration of trust by a state for the temporary investment of cash balances of the state and its political subdivisions, which purchase units of participation and have an unrestricted right of withdrawal, is excludible from gross income. The fund, however, is classified as a corporation and must file a federal income tax return.

Providing the Schools of States 1, 2, 3, and 4 with X's services is an essential governmental function because it is of direct benefit to the agencies comprising the memberships of Y and Z. These agencies are engaged in providing educational services, independently of the activities of X, Y, and Z. The fact that the work-product of X may be shared with private schools within States 1, 2, 3, and 4 or the rest of the United States, or to nonprivate schools within the rest of the United States, is merely an incidental private benefit. There are no facts indicating that the work-product of X is not the proprietary material of X, Y, or Z.

Accordingly, the income of X is excludable from gross income under section 115 of the Code.

This ruling is directed only to the taxpayer that requested it. Section 6110(j)(3) of the Code provides that it may not be used or cited as precedent.

Except as specifically provided otherwise, no opinion is expressed on the federal income tax consequences of the transaction described above.

RLR-253942-96

In accordance with the terms of a power of attorney on file in this office, a copy of this letter is being sent to your authorized representative.

Sincerely yours,

Acting Assistant Chief Counsel  
(Financial Institutions & Products)

By: William E. Coppersmith  
William E. Coppersmith  
Chief, Branch 2



MAY-08-1997 10:42

IRS/CORP/TAC

202 622 8802 110815

Internal Revenue Service

Department of the Treasury

Index Number: 0115300-00

Washington, DC 20224

Person to Contact:

Telephone Number:

Refer/Reply to:

CC:DOH:FI&P:2 PDR-253942-96

Date: MAY 11 1997

X =

X =

.. =

2 =

Fact =

Law 1 =

Law 2 =

Law 3 =

Law 4 =

Letter 1 =

Letter 2 =

District 1 =

District 2 =

State 1 =

State 2 =

State 3 =

State 4 =

This document may not be used or cited as precedent  
Section 6110(d)(3) of the Internal Revenue Code

**CALIFORNIA ALL-PURPOSE  
ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On December 20, 2018 before me, Elizabeth Kline-Wong, Notary Public, personally appeared, Virgilio F. Tinio, Jr., who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Elizabeth Kline-Wong*  
Elizabeth Kline-Wong  
Notary Public, San Mateo County  
Commission #2108454  
Expires April 24, 2019

If marked, then attached pages will bear embossment of above notary.

**Optional:** Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**Signature Authority of Signer:**

- Individual  
 Corporate Officer

- \_\_\_\_\_ (Title)  
 Partner (Limited or General)  
 Attorney In Fact  
 Trustee  
 Guardian/Conservator  
 Other \_\_\_\_\_

**Description of Attached Documents:**

Title or type of Document: Contract between  
WestEd and New Hampshire Department of  
Education

Number of Pages: 7

Date of Document: \_\_\_\_\_

Signer(s) other than Named Above:  
\_\_\_\_\_



excellence in research, development, and service

**TO: Virgilio F. Tinio, Jr., Contracts Manager**  
**FROM: Michael J. Neuenfeldt, Director of Finance and Contracts**  
**DATE: December 20, 2018**  
**Re: Delegation of Signature Authority**

---

Whereas, policies adopted by the WestEd Board of Directors provide that its Chief Executive Officer, Dr. Glen H. Harvey, has all signature authorization required to enable the Agency to operate efficiently.


Whereas these authorizations were effective as of the date of her employment, July 1, 1997, these authorizations remain in effect at the present time, and it is the Board's intention that they will remain in effect for the duration of Dr. Harvey's services as WestEd's Chief Executive Officer. Whereas on January 24, 2012 Dr. Glen H. Harvey delegated to Michael J. Neuenfeldt, Director of Finance and Contracts the authority to sign agreements which may legally bind WestEd.

Therefore based on the indications set forth herein, Michael J. Neuenfeldt delegates the following signature authority to Virgilio F. Tinio, Jr. in order to perform services as Contracts Manager of WestEd:

- Authority to sign any funding Agreement, subcontract, hotel agreement or proposal document less than or equal to \$500,000 with any entity providing monetary funding or services to WestEd for program related work.
- Upon approval by the Director of Finance and Contracts or any of the Chiefs or General Counsel, authority to sign any funding Agreement, subcontract, hotel agreement or proposal document of an amount more than \$500,000 with any entity providing monetary funding or services to WestEd for program related work.
- Upon approval by the Director of Finance and Contracts or any of the Chiefs or General Counsel, authority to sign any memorandum of understanding or teaming agreement related to program services or joint program service related work.
- Upon approval by the Director of Finance and Contracts, or any of the Chiefs or General Counsel, authority to sign space or facilities rentals of any amount, vendor agreements, or any other binding agreements related to WestEd's ongoing business.


This delegation shall be effective December 20, 2018 and shall remain in effect until the last date of employment of Virgilio F. Tinio, Jr. This delegation is intended to override any prior delegation provided by any authorized signatory of WestEd.

Herein this delegation, there is no right to delegate authority to any other person.

  
 \_\_\_\_\_  
 Michael J. Neuenfeldt  
 Director of Finance and Contracts  
 WestEd

*12/20/18*  
 \_\_\_\_\_  
 Date

**ACKNOWLEDGED AND ACCEPTED**

  
 \_\_\_\_\_  
 Virgilio F. Tinio, Jr.  
 Contracts Manager  
 WestEd

*12/20/18*  
 \_\_\_\_\_  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. License #0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: Judy Glover	
	PHONE (A/C, No, Ext): 415-546-9300	FAX (A/C, No): 415-536-8499
E-MAIL ADDRESS:		
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Co of America		25674
INSURER B : The Travelers Indemnity Company of CT		25682
INSURER C : AXIS Insurance Company		37273
INSURER D : AXIS Surplus Insurance Company		26620
INSURER E :		
INSURER F :		

INSURED: WestEd WESTED0-01  
COVERAGES: CERTIFICATE NUMBER: 1117041077 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				11/30/2018	11/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				11/30/2018	11/30/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below				11/30/2018	11/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Professional Liability Cyber Liability				11/30/2018 11/30/2018	11/30/2019 11/30/2019	Each Wrongful Act \$3,000,000 Cyber Liability Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30-Day Notice of Cancellation will be provided when required by written contract.

CERTIFICATE HOLDER  New Hampshire Department of Education 101 Pleasant Street Concord NH 03301	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**WestEd**

**JOINT POWERS AGREEMENT**

**December 1, 1995**

JOINT POWERS AGREEMENT

Establishing Joint Powers Agency

WestEd

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I of the California Government Code (the Joint Powers Act) and provides for the joint exercise of powers between Far West Laboratory for Educational Research and Development ("FWL") and Southwest Regional Laboratory for Educational Research and Development ("SWRL"):

WITNESSETH:

WHEREAS, the parties hereto, FWL and SWRL, find and determine that it is to the mutual benefit of the parties and in the best public interest that said parties, both defined as public entities under the Joint Powers Act, join together to establish a Joint Powers Act Agency to accomplish the purposes hereinafter set forth; and

WHEREAS,, the parties hereto, FWL and SWRL, find and determine that more effective services can be provided while improving efficiencies in operations and eliminating duplication of effort by joining together to conduct operations under the auspices of a new Agency; and

WHEREAS, the parties hereto, FWL and SWRL, find and determine that each party holds title to certain real property that is subject to grant conditions running to the respective party and it is desirable for each party to retain title to such property but to cooperate in the management of such real property; and

WHEREAS, the parties hereto, FWL and SWRL, find and determine that there remains a need to develop fundamental, significant improvements in education and to conduct educational research in order to solve the problems and to serve the needs of the public and private schools, colleges and universities of Arizona, California, Nevada and Utah; and

WHEREAS, the parties hereto, FWL and SWRL, have found that significant, fundamental improvements in education in Arizona, California, Nevada and Utah require thorough and complete planning and concentrated effort by the total community, including parents, local school board members, and the scientific, cultural, industrial sectors, as well as by the professional educators in schools, colleges, and universities; and

WHEREAS, the coordinating and cooperative efforts required of the public and private educational and research agencies are of such a magnitude that it is necessary for the parties to join together to establish an agency to be known as WestEd in order to accomplish the purposes set forth herein;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1. TERMS OF AGREEMENT.

This Agreement shall be effective December 1, 1995 upon the execution hereof by FWL and SWRL, as attested by the signatures of execution on the final page hereof, and shall continue in effect until terminated as provided herein.

ARTICLE 2. NAME OF AGENCY.

FWL and SWRL hereby agree that a public agency, wholly separate and apart from FWL and SWRL, be and is hereby created under the aforesaid provisions of law, and shall hereafter be designated as "WestEd" and hereinafter referred to as "Agency,"

ARTICLE 3. CONTROL OF AGENCY.

The Agency shall be under the control of a Board of Directors, hereinafter referred to as the "Board,," who shall be the designated board members of FWL and SWRL and such additional members as may be appointed by the Board.

ARTICLE 4. NOTICES.

The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence and other communications, and shall designate an officer for the purpose of receiving service on behalf of the Agency,

ARTICLE 5. MEETINGS.

The Board may hold special meetings as it may determine and shall hold regular meetings at least once every three months, The date, hour and place for each such regular meeting shall be fixed annually by resolution of said Board, which resolution shall be publicly posted for two weeks on the bulletin board regularly used for official notices by the Agency. The secretary to the Board shall cause to be kept minutes of its meetings, both regular and special,

ARTICLE 6. VOTING.

The presence of a majority of the directors then appointed shall be required in order to constitute a quorum necessary for the transaction of the business of the Board. No action of the Board shall be valid unless a majority of such quorum of directors then appointed concur therein by their votes.

#### ARTICLE 7. AFFIRMATIVE ACTION.

Selections of persons for appointment to the Board, and employment of persons in positions within the Agency will be conducted in a manner which ensures that there is no discrimination against any Board member or employee, or candidates for these positions, because of age, sex, race, color, religion, national origin, or handicap. Positive action will be taken to further and enhance the representation of women, members of minority groups, and handicapped persons on the Board and staff of the Agency.

#### ARTICLE 8. OFFICERS AND EMPLOYEES.

The Board shall annually elect a chairperson from its members,

The Board shall appoint, and fix and cause to be paid, the compensation of the Chief Executive Officer, who shall act as Chief Administrative Officer of the Agency, and who shall perform such other and further duties as may be determined by the Board.

The members of the Board, other than the Chief Executive Officer serving ex officio, shall serve without compensation but may be reimbursed for necessary expenses incurred in connection with attendance at meetings of the Board or for necessary expenses incurred in performing services on behalf of and at the prior and express request of the Board,

The appointees and employees of said Agency shall not be deemed by operation of this Agreement to be the employees of either FWL or SWRL, No member of the Board nor any officer, appointee, or employee of the Agency shall be entitled to any compensation or fringe benefits, including but not limited to sick leave, retirement, pension, or vacation, from FWL or SWRL by virtue of his or her office or employment by the Agency. Provided that nothing shall prohibit the Agency from contracting for the services of employees of FWL or SWRL, or of other institutions or organizations, and reimbursing them for the costs, including salaries and fringe benefits, involved in providing such services. Further provided that nothing herein shall prohibit the Agency and FWL or the Agency and SWRL from agreeing that employees of FWL or SWRL, respectively, may also be employees of the Agency,

#### ARTICLE 9. SCOPE OF POWERS.

(a) The Agency shall be an administrative, initiating, advisory, coordinating, and evaluating entity, The Agency shall have the power and authority to exercise any power common to the parties hereto, FWL and SWRL, and to exercise any power set forth in the California Government Code, Section 6508, provided that the same are for furtherance of the objectives of this Agreement as contained herein and in the recitals set forth above, and may to



the extent permissible thereunder, enter into contracts in its own name with persons and with public or private agencies, boards, and other entities all subject to the terms and conditions of this Agreement.

(b) Neither the Agency nor the Board shall have any power or authority to bind FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL to the debts, liabilities and obligations of the Agency and no debt, liability or obligation of the Agency shall be the debt, liability or obligation of FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL,

(c) Pursuant to Section 6509 of the California Government Code, the exercise of the powers of the Agency shall be in accordance with the manner of exercising such powers by FWL and SWRL, which is in accordance with the procedures followed by the Regents of the University of California.

(d) The Board shall adopt appropriate rules not inconsistent herewith for the orderly transaction of its business,

(e) The Agency shall have no power or authority to incur any obligations for itself or on behalf of FWL or SWRL in excess of the amount appropriated to its use by a funding source. Provided, however, the Agency is authorized to obtain funds for a short period of time to meet operational expenses from advances of funds from FWL or SWRL or from private lending sources.

(f) The Agency shall, without limitation, have the specific power to establish or contract with research centers and laboratories, to carry out or suggest experimental educational projects, to develop pilot educational programs, to conduct or authorize educational research and development including the development of all varieties of educational materials, teaching aids, and other educational components, to collect and disseminate educational information, to coordinate educational research programs, to develop educational prototypes, to evaluate educational programs and activities, and to engage in other similar, related activities.

#### ARTICLE 10. ADVISORY COUNCIL.

The Agency may from time to time establish and abolish one or more advisory councils to perform such functions as the Agency may determine.

#### ARTICLE II. INSURANCE.

The Agency shall insure itself, FWL, SWRL and the members of the Board from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement.

#### ARTICLE 12. FUNDS AND EXPENDITURES.

(a) The Agency shall have the power and authority to receive, accept, and expend or disburse, funds by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by the United States Government, any State, or any subdivision of a State, and from any other person, agency or organization, whether public or private, for the purposes specified herein, and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds.

(b) The Agency shall have the power and authority to receive, accept, and utilize the services of personnel offered by FWL or SWRL, or their representatives or agents; to receive, accept, and utilize property, real or personal, from FWL or SWRL, or their agents or representatives; and to receive, accept, and expend or disburse funds, by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by FWL or SWRL, or their agents or representatives, The Agency is authorized to enter into interagency agreements with state agencies pursuant to Section 6514.5 of the California Government Code.

(c) Each and every expenditure of funds shall be authorized or approved by the Board pursuant to a budget process as described in subsection (f) hereof, or by other appropriate procedures approved by the Board, and shall be audited by a firm of certified public accountants to be selected by the Board and paid by the Agency,

(d) The Agency shall have no power or authority to assess FWL or SWRL, the signatory parties to the Joint Powers Agreement creating FWL or SWRL or the members of the Board for dues or contributions of any kind whatsoever.

(e) The Board shall establish procedures for the investment or deposit of its funds.

(f) The Board shall adopt appropriate budgetary procedures, The Agency shall file annually with the designated representatives of FWL and SWRL a statement of the actual income and expenditures made during the prior fiscal year.

(g) The "fiscal year" of the Agency shall be December 1 to and including the following November 30, or such other annual period as may be prescribed from time to time by resolution of the Board,

#### ARTICLE 13. WITHDRAWAL OF PARTIES AND TERMINATION.

The powers and authority of the Agency shall continue until termination of this Agreement, The Agreement may be terminated at any time upon mutual written agreement of FWL and SWRL, Upon two (2) year's prior written notice, FWL or SWRL may withdraw from its status as a party to this Agreement, provided that at such time it has either discharged, or has arranged to the satisfaction of the remaining party for the discharge of, any pending obligations it expressly may have assumed hereunder, and that written notice of intention to so withdraw has been served. upon the effective date of withdrawal, the Joint Powers Agreement will terminate. Upon the termination date all contracts held by the Agency shall be assigned, to the extent permitted under the contract, to the party with primary duties under the contract or according to terms mutually agreed upon by FWL and SWRL.

#### ARTICLE 14. DISPOSITION OF PROPERTY AND FUNDS.

In the event of the final termination of this Agreement, any property interest remaining in the Agency following discharge of all obligations due by the Agency shall be disposed of by sale or other disposition according to law, and the proceeds, in cash or by their fair market value in kind at the time of final termination, distributed to FWL or SWRL in proportion to its respective contributions to the Agency.

#### ARTICLE 15. DISPUTE RESOLUTION.

Any dispute arising from disposition of assets of the Agency, assignment of contracts or any other matter related to this Agreement shall be resolved by alternative dispute resolution procedures, culminating in binding arbitration with a single neutral arbitrator in San Francisco, California, Neither party shall have the right to bring an action in court against the other party for any dispute arising from or related to this Agreement.

#### ARTICLE 16. AMENDMENTS.

This Agreement may be amended at any time by mutual agreement of FWL and SWRL according to the procedures of said parties, provided said amendment is to further carry out the purposes hereinabove expressed. Any such amendment shall be effective upon the date of final execution thereof by FWL and SWRL.

#### ARTICLE 17. SEVERABILITY.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

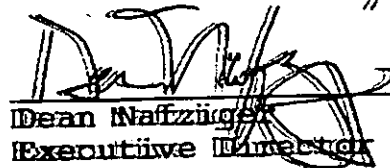
**HEAR WEST LABORATORY  
FOR EDUCATIONAL RESEARCH  
AND DEVELOPMENT**

BY::



Ray B. Haisley  
Chair of Board

BY::



Dean Naffziger  
Executive Director

**SOUTHWEST REGIONAL LABORATORY  
FOR EDUCATIONAL RESEARCH  
AND DEVELOPMENT**

BY::



Robert S. McCord  
Chair of Board

BY::



Edwin Myers  
Executive Director

## Key Personnel

Carlas McCauley  
Kevin Perks, Ph.D.  
Robin J. Ahigian  
JoAnn J. Cox  
Felicia Brown  
Melissa Lambert  
Marvin Thompson  
Susan Villani  
Dr. Johanna Barmore

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## SUMMARY OF RELATED EXPERIENCE

Carlas McCauley is the Director of the Center on School Turnaround at WestEd. He has over six years of previous experience at the U.S. Department of Education (ED) where he most recently oversaw the administration of the federal School Improvement Grants (SIG) Program in the Office of School Turnaround. Since 2007, he helped administer approximately \$6 billion dedicated to improving low-performing schools across the country. With over 15 years of national experience, he is nationally recognized for his work developing, supporting, and monitoring school improvement efforts and other education improvement initiatives across the education sector.

## EDUCATION

- 2005 Ed.D, Education Leadership & Policy, University of Southern California
- 2000 M.S., Education Policy, University of Southern California
- 1996 B.A., Sociology, Saint Louis University

## PROFESSIONAL EXPERIENCE

- 2014– Present *Director, Center on School Turnaround*, Policy Center at WestEd  
WestEd, Sacramento, CA

Manage the national technical assistance and dissemination of research-based practices designed to increase State Education Agencies capacity to support efforts to turnaround around low-performing schools by serving as Director for the Center on School Turnaround. Direct the delivery of high quality national plans and efforts designed to respond to national, state, and local needs to improve schools. Manage a network of project teams, including external partners and consultants, to deliver effective and efficient services designed to build local and state capacity to improve low-performing schools.

- 2011– 2014 *Supervisor Education Specialist*, Office of School Turnaround  
U.S. Department of Education, Washington, DC

Advised the Assistant Secretary of the Office of Elementary and Secondary Education on the formulation of national K-12 policy; designed operating plans, national trends, program needs, state and local education program priorities, and sensitive issues relevant to national school improvement efforts, as program lead of the Office of School Turnaround. Administered the national effort to improve the nation's lowest performing schools. The initiative invested \$6 billion to improve over 1,500 schools throughout the nation by implementing reforms meant to advance local efforts to improve schools. Collaborated with federal legislatures to administer the formulation of the national

policy for K-12 programs and published program rules that led to the creation of national priorities on school improvement activities. Directed all operations of the office; developed and aligned organizational benchmarks; developed competencies for staff; tracked organizational human resource performance measures; developed organizational change management strategies; developed and assessed organizational goal attainment annually; managed budget formulation and directed budgetary decisions. Evaluated and established education training modules that have resulted in over 200 training sessions for internal and external stakeholders. The modules included training material for professional development for school leaders, teachers, and state/federal policy makers.

2007–  
2011 *Education Program Specialist*, Office of Student Achievement and Accountability  
U.S. Department of Education, Washington, DC

Led efforts to work with federal legislatures around the development of national strategy improve low performing schools, served as Team Leader and national expert on school improvement activities. Provided oversight, coordination, and policy direction for the development of a new federal initiative designed to improve K-12 schools. Designed a new performance management system designed to integrate federal and local efforts to implement a new school improvement initiative. The system included the development of a new oversight protocol, new system for aligning grant conditions and an innovative process for bringing educators together for practice sharing. The process was meant to create a peer-to-peer process for sharing promising educational practices and meeting learning objectives. The process continues to be used and is now being used by other program offices throughout the agency. Researched new education initiatives and developed project frameworks for delivery of education training programs.

2006–  
2007 *Project Director*  
National Association of State Boards of Education, Alexandria, VA

Convened State policymakers from all 50 states around various topics in education and policy including school improvement and other educational policy issues. The convenings resulted in authored published policy reports to be used to help shape State and local policy. Conducted reviews of approved legislation and policies for States to ensure alignment with local agenda. Authored policy briefs, policy updates and reports on school reform efforts and policy initiatives. A brief on school turnaround led to recommendation for federal involvement in the school turnaround efforts.

2002–  
2005 *Senior Education Organizer*  
Los Angeles Unified School District, Los Angeles, CA

Developed strategic execution plans designed to address the district's organizational goals and make recommendations on how the district can meet intended goals through school reform efforts at specified schools. Collaborated with principals and school leaders to implement reforms at targeted low performing schools.

1999–  
2001 *Education Program Advisor*, Educational Opportunity Programs Center  
University of Southern California, Los Angeles, CA

Lectured dual enrollment classes writing, career planning and analytics for secondary and early college students. Administered federal programs on behalf of the university.

The federal program was designed to create alternative vehicles to higher education for low-income students at local schools, including establishing partnerships with schools and other universities to establish dual-enrollment programs.



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## SUMMARY OF RELATED EXPERIENCE

As a Senior Program Associate at WestEd, Dr. Kevin Perks is responsible for supporting professional learning around standards-based curriculum, instruction, and assessment in schools and districts across the U.S. Dr. Perks is an expert in literacy, standards implementation, and professional learning communities, and is a proven manager of large initiatives to improve teaching and learning. His work at WestEd focuses on enhancing teaching practices and building the capacity of schools and districts to improve equitable learning outcomes for all students. Kevin is currently providing leadership support and direct services to schools in Buffalo, New York as part of a team that has helped turn around some of the district's poorest performing schools. He has recently worked with schools in Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New Mexico, New York, and Rhode Island to implement new state standards and improve instructional effectiveness. As a team member of the U.S. Department of Education-funded Northeast Comprehensive Center, Dr. Perks also works with state departments of education to enhance the states' capacity to support professional learning across local education agencies. Kevin's most recent publications include a series of article for LEAF, Inc., a subscription service for superintendents and school leaders across New York. He is also the coauthor of *Motivation to Learn: Transforming Classroom Culture to Support Student Achievement*, published through Corwin Press.

## EDUCATION

- 2010 Ph.D. in Education, The University of New Hampshire
- 1999 Doctoral Student, Columbia University
- 1996 M.A.T, The University of Chicago
- 1995 B.A, Boston University

## PROFESSIONAL EXPERIENCE

- 2012– *Senior Program Associate*, Learning Innovations
- Present WestEd, Boston, MA

Lead developer for the *Reading to Learn* and *Rapid School Improvement through NextGen PLCs* programs. Responsible for providing coaching and consulting to schools, districts, and state departments of education around research-based and evidence-based practices of curriculum, instruction, assessment, literacy, and teacher evaluation to support student academic achievement. Other areas of direct service include leadership coaching, strategic planning, teacher evaluation, standards-based and competency-based learning, college and career readiness, and student and teach motivation.

- 2006–  
2012 *President*  
Center for the Advancement of Educational Practice, Acton, Maine
- Educational consultant contracted to support curriculum, instruction, assessment, and strategic planning in schools and districts throughout New England. Work also included contracts to support local education agencies across New England. Played key roles in national projects that included the development of an Adolescent Literacy Toolkit for the Chief Council of States School Officers, as well as the revision of the writing rubrics for the GED Testing Service through the American Council of Education.
- 2008–  
2012 *Curriculum Coordinator*  
School Administrative Unit #60, North Berwick, Maine
- Lead the development and implementation of curriculum for all schools in the district. Also, in charge of providing professional development and learning for all staff in the district. Principal grant writer jointly responsible for acquiring over 1.5 million dollars in grant funds to the district.
- 2004–  
2008 *Literacy Coordinator*, Noble High School  
School Administrative Unit #60, North Berwick, Maine
- In charge of improving student literacy performance school-wide. Developed the Noble Literacy Center, which provides three levels of intervention for struggling readers. Also, in charge of providing professional development and learning for all staff in the school. Successes in student literacy achievement during this time received state and national level recognition.
- 2001–  
2004 *English Teacher*, Noble High School  
School Administrative Unit #60, North Berwick, Maine
- Taught high school ELA. Other responsibilities included cross-country coach, grant-writer, member of school leadership team.
- 1999–  
2001 *English Teacher*, Ridgefield High School  
Ridgefield Public Schools, Ridgefield, CT
- High School English Teacher. Lead initiative to begin de-tracking across the school. As a result, the school eliminated the lowest track in the school.
- 1996–  
1999 *Elementary & Middle School Teacher*  
Marburn Academy, Columbus, OH
- Classroom teacher. Tutor for students with dyslexia and math challenges. Developed and taught a multi-age classroom for students with ADHD and dyslexia that spanned grades 4 through 6.

1993- *Outdoor Educator*  
1994 Stone Environmental Schools of New England, Purity Springs, NH

Outdoor instructor for an environmental education program that provided weeklong instruction to groups of elementary and middle school students from across New England.

## SELECTED PUBLICATIONS AND PRESENTATIONS

- Perks, K., Rosenfeld, B. & Hofer, T. (2017, April). A Transformative process of schoolwide inquiry: A standards-driven framework for improving teaching and learning. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 4. Leadership for Educational Achievement Foundation, Inc.
- Perks, K., & Morrow, C. (2017, February). Process for developing common understanding of academic standards. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 3. Leadership for Educational Achievement Foundation, Inc.
- Perks, K., & Rosenfeld, B. (2017, January). Why standards are difficult to understand (and how educators can develop shared understanding). *LEAF Subscription for Professional Learning*. Vol. 3, Issue 2. Leadership for Educational Achievement Foundation, Inc.
- Perks, K., Hofer, T. & Morrow, C. (2016, November). Using learning standards to enhance teaching and learning. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 1. Leadership for Educational Achievement Foundation, Inc.
- Perks, K. (2015, November). Achieving the promise of professional learning communities. *LEAF Subscription for Professional Learning*. Leadership for Educational Achievement Foundation, Inc.
- Perks, K. (2015, November 10). *Reading to Learn: Close reading in the K–12 content areas* [Webinar]. WestEd Webinar Series. Retrieved from <https://www.wested.org/resources/reading-to-learn/>
- Perks, K. (2014, December). Capturing the current: How to encourage teacher motivation. *LEAF Subscription for Professional Learning*. Leadership for Educational Achievement Foundation, Inc.
- Perks, K. (2014, October). A closer look at close reading. *LEAF Subscription for Professional Learning*. Leadership for Educational Achievement Foundation, Inc.
- Middleton, M., & Perks, K. (2014). *Motivation to learn: Transforming classroom culture to support student achievement*. Thousand Oaks, CA: Corwin Press.
- Perks, K., & Middleton, M. (2014, September). Navigating the classroom current. *Educational Leadership*, 48–52.
- Perks, K. (2010, March/April). Crafting effective choices to motivate students. *Adolescent Literacy in Perspective*. Ohio Resource Center.
- Perks, K., & Early, H. (2009, November). *Enacting and sustaining school reform*. Workshop presented at the Coalition of Essential Schools Fall Forum.

- Perks, K. (2006, November). *The invisible epidemic of adolescent literacy: What it really means to leave no child behind*. Workshop presented at the Coalition of Essential Schools Fall Forum.
- Perks, K. (2006, September). Fun, easy, and effective: SSR as a high school practice. *Horace*. Coalition of Essential Schools.
- Perks, K., & Middleton, M. (2005, April). *The enactment of mastery goals for secondary student writing: a sociocultural approach to achievement goal theory*. Paper presented at the Annual Meeting of the American Educational Research Association.
- Perks, K. (2005). Promoting sustained dialogue through the use of dialogue folders in the writing classroom. In E. Kahn, L. R. Johannessen, T. McCann, P. Smagorinsky, & M. W. Smith (Eds.), *Reflective teaching, reflective learning*.
- Perks, K., & Middleton, M. (2004, April). *The relationship of classroom dialogue to student motivation and thoughtfulness*. Paper presented at the 36th Annual Conference for the New England Educational Research Organization.
- Perks, K. (2002, November). *What did you say? Strategies for improving the quality of classroom discourse*. Workshop presented at the Coalition of Essential Schools Fall Forum.

#### AWARDS

- 2015 Mortar Board Award, *Segue Institute for Learning*
- 2006 Outstanding Graduate Student Paper Award, *University of New Hampshire*
- 2004 Ole Haaland Award, *University of New Hampshire*



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**ROBIN J. AHIGIAN**

## **SUMMARY OF RELATED EXPERIENCE**

As a Research Associate for Learning Innovations at WestEd, Robin Ahigian provides technical assistance, turn around services, program evaluation, research, and information dissemination services to schools, districts, and state education agencies in the northeast states. Ahigian provides strategic leadership and coordination for the Learning Innovations Program by supporting proposals and high leverage work that require coordination across Learning Innovations projects and other WestEd programs. In this capacity, she works both with the District Services team and with the Research and Evaluation Team at Learning Innovations. She provides targeted assistance to districts, including some level 4 districts in MA, and has worked on evaluation projects, including the Boston Public Schools School Improvement Grant evaluation in 2011. Ahigian has co-directed several institutes for the MA DESE focused on increasing capacity at the leadership level to improve student outcomes. These include the Northeast DSAC High School Leadership Network for two years and the CVTE Special Education Leadership Academy, now in its third year. Her most recent work includes providing targeted assistance to districts working to assess and implement multi-tiered systems of support and effective models of co-teaching between special education and general education.

Ahigian is a staff member for the Northeast Comprehensive Center in partnership with RMC Research, the Center for Training and Assistance Center CTAC and the NY Institute of Technology (NYIT) providing support to state personnel in their work with local education agencies and schools around strategic use of resources, school and district improvement, and college and career readiness. In this capacity, she serves on the NCC College and Career Readiness team.

Prior to joining WestEd, Ahigian worked in the Center for Accountability and Targeted Assistance at the Massachusetts Department of Elementary and Secondary Education where she served first as a Communications Manager and then as a Coordinator for the Regional System of Support. She has experience in both advisory and administrative roles in higher education and has taught, middle school, elementary and outdoor education, in the public and private sectors.

## **PROFESSIONAL EXPERIENCE**

2010– Present     *Research Associate, WestEd – Learning Innovations, Woburn, MA*

Provide technical assistance, program evaluation, research, and information dissemination to schools, local education agencies, and state agencies in the northeast.

Provide turnaround services to districts and schools, including consultation and support to district and school leaders, professional development to teachers, classroom observations, and data gathering.

Serve as Project Manager and co-director of the third cohort of the MA Career Vocational

Technical Education/Special Education Leadership Institute designed to promote effective coordination of special education services with academic and vocational technical instruction.

Co-direct targeted assistance for districts in assessment and implementation of multi-tiered systems of support (MTSS) and successful models of co-teaching.

Serve on the Northeast Comprehensive Center's College and Career Readiness Team; provide regional support to seven state education agencies in the northeast around defining and assessing career readiness.

Co-managed a partnership with a MA Commissioner's District; facilitated teacher professional learning communities around higher order thinking skills and leadership development in two level 4 schools and three level 3 schools.

Co-facilitated two years of a network of MA high school leaders in the Northeast DSAC focused on school improvement.

Served as a researcher on the 2011 Boston Public Schools SIG Evaluation.

2009–  
2010 *Regional System of Support Coordinator*, MA Department of Elementary and Secondary Education, Malden, MA

Assisted in the launching of six regional District and School Assistance Centers (DSACs) designed to implement focused approaches to addressing district needs through shared resources; provided strategic leadership and coordination for ESE's office of the Regional System of Support

Designed and organized regional systematic approaches, tools, and resources to build and improve capacity of the Regional System of Support to MA schools and districts; managed and analyzed regional data on districts and schools to design and organize regional systematic approaches in the areas of curriculum, instruction, assessment, personnel and other district systems.

2005–  
2009 *Communications Manager*, MA Department of Elementary and Secondary Education, Malden, MA

Provided leadership and coordination for Accountability and Targeted Assistance (ATA) managing communications among staff in seven ATA units to support effective and efficient implementation of programs and initiatives for improvement and intervention in low performing schools and districts.

Served as ESE liaison to partner groups, including the Stakeholder Working Group, the Committee of Practitioners, and the MA Organization of Educational Collaboratives.

Provided coordination and strategic leadership for use of federal School Improvement Grant Funds for low performing schools and districts outside the Commissioner's Districts.

2003–  
2005 *Program Manager*, Colleges of the Fenway (COF), Boston, MA

Provided strategic leadership, administration and support for consortium of six neighboring colleges by identifying, assessing, and facilitating appropriate areas for collaboration.

Defined goals, facilitated, and sustained progress of cross-college committees, including: Admissions, Registrars, Public Relations, Student Life, Career Services, Athletics, and program advisory committees.

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Coordinated, ran, and tracked success of projects that benefitted administrators, faculty, and students.

Created internal and external publications, including newsletters, brochures, and website.

Researched and wrote proposals and budgets for new positions and RFPs.

2000-  
2003 *Undergraduate Advisor*

UCLA's Department of Biology, Los Angeles, CA

Advised life science undergraduate in course selection, pre-professional preparation, career planning, educational opportunities outside the classroom, and stress management. Contributed to a pilot outreach program to recruit strong science students from Los Angeles Area community colleges and high schools to Life Sciences at UCLA. Co-developed and implemented a career week for all life science majors at UCLA. Administered departmental programs such as the off campus field and marine biology quarters.

2001-  
2003 *Science Teacher Education Program (STEP) Coordinator*

UCLA's Graduate School of Education and Information Studies, Los Angeles, CA

Supervised and mentored science teacher interns in resident teaching in LA Unified School District (LAUSD). Co-taught weekly graduate seminar for resident teachers in STEP, supervised Master's Portfolio progress; assisted in the development of UCLA's Science Subject matter Program waiver for approval by the CA Commission on Teacher Credentialing.

1998-  
2000 Founding Partner, Science Teacher

Community School of the East Bay, Berkeley, CA

Member of the founding team of an alternative middle school whose mission focuses on student empowerment, social justice, interdisciplinary learning, and community interaction. Implemented Science Education for Public Understanding Program (SEPUP) life and physical science curricula to seventh and eighth graders. Staff advisor to peer mediation. Participated in community service projects with students biweekly. Served as a member of the school's Board of Directors.

1997-  
1998 Seventh Grade Life Science Teacher

Frank A. Day Middle School, Newtonville, MA

Taught life science to 90 seventh grade students in a heterogeneous classroom that included English language Learners, special education students, and physically disabled students. Received a service-learning grant from the City of Newton to work with an environmental science elective group to improve school grounds. Served on the principal's committee to evaluate block scheduling in the school. Served as advisor to the Student Black History Club.

**EDUCATION**

- 1997 M. Ed., Harvard Graduate School of Education, Cambridge, MA
- 1993 B.A., Marine Affairs, University of Rhode Island, Kingstown, RI

**SELECTED PROFESSIONAL ACTIVITIES**

- Trained in and perform the classroom observation protocol of WestEd's Teach for Success, a focused, collaborative, research-based framework and process that improves classroom instruction, K-12, and student achievement.
- Selected to participate in the second cohort of WestEd's PDSquared program (Project Director Professional Development), a strategic initiative led by the CEO's Office to build management experience and capacity (2011-2012)
- Trained and participated in Vanguard Model School visits as part of Mass Insight Education's Building Blocks Initiative for Standards Based Reform (2005)
- Completed training as an evaluator for the Massachusetts Office of Educational Quality and Accountability (2003)



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## SUMMARY OF RELATED EXPERIENCE

JoAnn Cox, Ed.D is the Associate Director of School and District Services at WestEd. In this capacity, she works to transform educational systems in partnership with state and local educators, families, and communities to strengthen teaching and learning. Many of her projects focus on leading change that positively affects outcomes for students, especially those disadvantaged by income, race, ability and /or language. She has held various positions in education for over 35 years, including working at the district level as a curriculum specialist, the Florida Department of Education as a state school improvement leader with high-needs schools, and leading and working on district and state-level efficiency and effectiveness review teams. Cox has earned a national reputation as one of the most accomplished consultants on improving student outcomes and generating savings for financially challenged organizations. She has expertise in school district and state department operational efficiency, providing technical assistance to struggling schools, district and state organization and management, strategic planning, and parent and community involvement. Cox's experience includes leading diverse educational teams in over 157 school district efficiency and effectiveness reviews, audits, and/or evaluations in 34 states. Cox received her BS, MS, and Ed.D in Educational Leadership and Administration from Florida State University.

## EDUCATION

- 1998 Ed.D. Education Administration, Florida State University
- 1993 Ed.S. Education Administration, Florida State University
- 1992 M.S. Education Administration, Florida State University
- 1978 B.S. Education/ Communications, Florida State University

## PROFESSIONAL EXPERIENCE

- 2017– *Associate Director of School and District Services*
- Present WestEd

In this capacity, she works to transform educational systems in partnership with state and local educators, families, and communities to strengthen teaching and learning. Many of her projects focus on leading change that positively affects outcomes for students, especially those disadvantaged by income, race, ability and /or language.

- 2014– *CEO/President*
- 2017 JJC and Associates, LLC, Tallahassee, FL

Created a woman-owned LLC educational consulting firm with over 35 years of experience in education. Provide quality Pk-12 services to school districts, without the high cost of corporate overhead. Perform human resources consulting services for Virginia Beach City Public Schools. Assess the efficiency and effectiveness of operations of Lexington 4, Dorchester 2, Barnwell 19, and Clarendon 1 School Districts in South Carolina for the South Carolina Education Oversight Committee. Conducted a Human Resources Study for Richland One School District in South Carolina. Conducted a Special Education Review for Falls Church City Public Schools. Conducted a Performance Review for the Alaska Department of Education. Conducting school turnaround services for charter schools in South Carolina. Assisted in assessing the low performing schools in Montgomery, AL Public Schools. Providing school improvement technical assistance to Hopi Indian Schools. Conducted a Performance Review of Dalhart ISD, TX.

2012–  
2014 *Executive Vice President (Tallahassee-based office)*  
Futures Education, LLC, Springfield, MA

Led teams in the delivery of special education services and efficiency studies. Developed and implemented a company-wide marketing plan and materials for special education services. Drove a high volume of sales through the complete sales process from prospecting to close; exceeded sales targets established by the firm. Won the firm's first project successes in Florida, California, and Texas. Spearheaded firm acquisitions.

1998–  
2012 *Senior Partner/Board of Directors*  
MGT of America, Inc., Tallahassee, FL

Led the largest practice area in the firm (PK-12 Education/Program Evaluation), responsible for: Marketing PK-12/Program Evaluation services nationally; managing PK-12/Program Evaluation team of partners, consultants, analysts, support staff; recruiting and managing sub-contractors; contract management; directing PK-12 school district evaluations and studies; customer satisfaction. Led teams in numerous school turnaround projects including the state of South Carolina, Virginia, Washington, Michigan, and Los Angeles Unified School District. Won more than 50 PK-12 efficiency reviews, among them 11 (simultaneous) school district efficiency reviews for the Virginia Governor's Office totaling over \$1.1 M in revenue. Results of the studies have had an impact on school improvement and statewide education policy. Led teams conducting performance/efficiency reviews of three school districts and one regional education service district for the West Virginia Governor's office. Results of the studies have had an impact on statewide education policy. Won numerous longitudinal program evaluations including the statewide Maryland Bridge to Excellence and four district evaluations of Safe Schools/Healthy Students Evaluations. Developed the Ambassador Program which featured 15 nationally recognized education leaders as a formidable sales team. Elected by partners and served two terms of MGT's Board of Directors as well as served on the firm's Human Resource Committee, and financial oversight to sign firm's checks.

- 2006–  
2009     *Partner*
- Developed a K-12 practice area that became nationally recognized. Primary author of Special Education/Alternative Education Review Protocols. Directed projects that had the second highest contribution margin of all MGT partners.
- 2003–  
2006     *Principal*
- Top producing Principal Partner in the firm; won several “Go Getter” Awards. Served on more than 50 school district efficiency and effectiveness reviews. Assisted several states in developing or improving their statewide school district efficiency review protocols and methodologies (Texas, Virginia, and West Virginia).
- 2001–  
2003     *Senior Associate*
- Primary author of school improvement project instrumentation used to evaluate student outcomes in the lowest performing schools in the state of Washington for the Office of Superintendent of Public Instruction. Responsible for researching, writing proposals, attending oral presentations and winning \$1.5 M in Pk-12 sales. Simultaneously directed nine projects totaling over \$700,000 in total revenue. Led or served on teams in more than 40 school districts, regional educational centers, or state department of education projects.
- 1999–  
2000     *Senior Consultant*
- Primary author of copyrighted guidelines for conducting school district management and performance audits. Produced winning proposals and served as a team member and project director for over 10 efficiency and effectiveness reviews.
- 1998–  
1999     *Consultant*
- Prepared sections of winning proposals for district efficiency and effectiveness reviews. Team member for over 10 efficiency reviews nationwide, including co-directing and evaluating Curriculum and Instructional Services for Broward County Public Schools (seventh largest school district in the nation).
- 1997–  
1998     *Consultant*
- Center for Management Services, Tallahassee, FL
- Provided school board policy and procedure revisions to Florida school districts.

1991– *Team Leader for School Improvement Services*  
1997 Florida Department of Education, Tallahassee, FL

Provided training and technical assistance to the lowest performing schools in Dade, Broward, and Palm Beach Counties. Data show schools improved as a result of Dr. Cox's assistance coupled with other improvement efforts. Assisted in lowering the number of low performing schools in three assigned school districts.

1991– *Assistant Director for Education Extension*  
1995

Conducted research, training, and efficiency reviews of school districts for the Office of Development and Educational Leadership

1986– *Curriculum Specialist*  
1988 Florida Department of Education, Tallahassee, FL

Wrote curriculum for language arts courses including the initiation of the district's first debate curriculum.

#### SELECTED PUBLICATIONS AND PRESENTATIONS

Cox, J.C., (2014). *Exploring public-private partnerships for curriculum and instruction*, published in partnership with the American Association of School Administrators (awaiting publishing by Rowman and Littlefield Publishers, Inc.).

Cox, J.C., (2013). *School districts can increase efficiency while serving students better*. (Awaiting publication in various educational journals)

Cox, J.C., (2000). *School safety: is there an answer?* Florida School Boards Association publication Focus, Year 16, Issue 4, 2000.

Cox, J.C., (1998). *A multiple case study of Florida school superintendents' application of time management skills developed through a state-supported training program*. Dissertation, Florida State University

Cox, J.C., (1997). *Program Review of the League of Professional Schools at the University of Georgia*.

Cox, J.C., (1997). *Making the grade*. A report on the nationwide project and Jefferson County's adaptation of the nationwide program.

Cox, J.C., (1997). *Similarities of the role and functions of the agricultural extension agent and the potential role and functions of the education extension agent*. Florida Department of Education.

Cox, J.C., (1996). *Florida superintendents' survey of the linkages and collaboration among the cooperative extension system and school districts*. Florida Department of Education.

- Cox, J.C., (1996). *Program Review of the Pennsylvania School Improvement Program*.
- Cox, J.C., (1995). *A comparison of the skills expected of agricultural extension agents and skills developed in the facilitative leadership program*. Florida Department of Education.
- Cox, J.C., (1995). *Overview of a Case Study of the Florida Linkage System*.
- Cox, J.C., (1998-2012). School district efficiency and effectiveness analysis, educational service delivery reports in over 25 school districts (samples available upon request).
- Reviewed and edited over 125 school district efficiency review reports (samples available upon request).

#### INVITED PRESENTATIONS

- Cox, J.C. (2016, May) Finding Efficiencies in School District Operations. Report presented at the South Carolina Association of Business Officials, Myrtle Beach, SC.
- Cox, J.C., & Bittle, P. (2013, July). *A continuum of partnerships with public schools*. Paper presented at the Educational Research and Development Institute. Tucson, AZ.
- Cox, J.C. (2013, July). *Finding more efficiencies in the delivery of educational services*. Paper presented at the Wisconsin Association of School Administrators. Lake Geneva, WI
- Cox, J. C., (2013, August). *Innovative trends in the delivery of educational services*. Paper presented at the Louisiana Association of School Superintendents. New Orleans, LA.
- Cox, J.C., (2012, October). *National trends in delivering special education services*. Paper presented at the District Administration Leadership Conference. Naples, FL.
- Cox, J. C., (2008, May). *Advantages for your education service agency to conduct a third-party efficiency and effectiveness audit*, American Educational Service Agencies (AESAs). Mystic, Connecticut. (National)
- Cox, J.C., (2003, February). *Safe schools, healthy students: keys to effective program evaluations*. Paper presented at the National Safe Schools/Healthy Students training seminar for the Juvenile Justice and Delinquency Prevention National Training and Technical Assistance Center. Dallas, TX. (National)
- Cox, J.C., (1997, June). *Strengths of Florida's school improvement initiative*. Paper presented at the Florida Department of Education. Audience: Taiwanese educators visiting Florida State University. Tallahassee, FL.
- Cox, J.C., (1996, September). *Creating schools for Florida's future*. Paper presented at the Florida Department of Education Orientation and Awareness Sessions. Tallahassee, FL.
- Numerous oral sales presentations for projects and at various conferences.

## SELECTED PROFESSIONAL ACTIVITIES

### TEACHING EXPERIENCE

**Florida State University, Tallahassee, FL**

**Summer 2005, Fall 2012 & 2014**

*Adjunct Professor (EDA 5231 Application of Policy,, EDA 5192 Educational Leadership, EDA 5219 Resource Management for Educational Leaders)*

- Instructed three graduate level educational leadership courses (Curriculum and Instruction/ Human Resources/ Educational Leadership). (combination of online and class instruction)

**Nova University, Tallahassee, FL**

**Academic years 2000-2004**

*Adjunct Professor*

*8472 Human Resource Development*

- Instructed two graduate level educational leadership courses (Human Resource Management).

**Atlantic Community High School, West Palm Beach, FL**

**August 1979-June 1990**

*Teacher: English, Debate, Speech, and Drama*

- Awarded Palm Beach County Teacher of the Year
- Coached award-winning debate team; students placed first in the Palm Beach Community College Drama Festival

### PROFESSIONAL AFFILIATIONS

- American Educational Research Association
- Association for Supervision and Curriculum Development
- South Florida Center of Educational Leaders
- Society for Human Resource Management, Measures and Metrics Standards Taskforce Member
- Leon County School District (Florida) Capital Improvement Finance Committee
- American Correctional Association
- Dare to Dream Mentor for Underprivileged Girls

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## SUMMARY OF RELATED EXPERIENCE

Felicia Brown currently provides technical assistance and strategic support to state education agencies in the Northeast and Mid-Atlantic Region with WestEd. Prior to joining WestEd, Felicia completed the Broad Residency with a fellowship at the Rhode Island Department of Education and served on the national team of City Year, an education non-profit. Felicia professional experience has included a wide array of content, and is tied together with the application of skills in community engagement, policy and strategy development, project management, systems building, technical assistance and coaching, and organizational partnership building.

Felicia received a B.A. in Human Development and East Asian studies from Connecticut College, where she studied early childhood education, equity in schooling, gifted education, and Japanese language and culture. She also earned an M.Ed. in School Leadership from the Harvard Graduate School of Education with a focus on family and community partnerships in schools and nontraditional leadership roles in education. Most recently, she earned an M.Ed. in Educational Leadership from The Broad Center, completing a capstone project on effective processes for community engagement in state education policy.

## EDUCATION

- 2017 M.Ed., Educational Leadership, The Broad Center, Los Angeles, CA
- 2009 M.Ed., School Leadership, Harvard Graduate School of Education, Cambridge, MA
- 2006 B.A., Human Development / East Asian Studies, Connecticut College, New London, CT

## PROFESSIONAL EXPERIENCE

- 2017– Present *State Technical Assistance Specialist*, Learning Innovations  
WestEd, Boston, MA

Primarily works to provide technical assistance and strategic support to state education leaders in the Northeast and Mid-Atlantic Regions

- 2017– 2015 *Broad Resident Fellow*, Office of the Commissioner  
Rhode Island Department of Education, Providence, RI

Co-led engagement process to develop a more responsive and flexible state diploma system and revise the RI Secondary School Regulations; supported field implementation through tool creation and technical assistance; Designed and facilitated state-wide stakeholder consultation process, including 40+ events and 500+ community members and field leaders, and analyzed stakeholder input to inform state adoption of the Every Student Succeeds Act; Developed and managed 18-month agency-wide work plan to complete the ESSA state plan through team leadership, project tracking, and task coaching, while ensuring alignment with strategic plan and leadership vision

2015 *Coaching Partnerships Consultant*, Office of Early Childhood Education  
New York City Department of Education, New York, NY

Established systems and strategies to streamline effective coordination between internal coaching staff and coaching specialists from partner organizations to improve professional development in early childhood programs

2012–  
2014 *Regional Impact Director*, Midwest Regional Site Operations  
City Year, Inc., Boston, MA

Developed strategies to implement against new national vision and goals; trained and coached staff to execute; Built and supported use of systems to collect, analyze, and utilize quantitative and qualitative data to regularly monitor progress toward goals, course correct as needed, and set appropriate targets, priorities and action plans

2010–  
2012 *Senior Manager of School and District Partnerships*, Office of Strategy and Growth  
City Year, Inc., Boston, MA

Designed and led network-wide adoption of national strategy for developing partnerships with schools and districts; Trained and supported staff to initiate partnerships, increase program integration, identify funding and growth opportunities, integrate with school reform strategies, and improve student academic outcomes and school culture

2009–  
2010 *Program and Operation Manager*, National Start-up Team  
Summer Advantage USA, Boston, MA/ Indianapolis, IN

Launched start-up operation systems for managing student data, recruitment, personnel, and student programming; Partnered with 20+ schools in central Indiana to recruit students for high quality summer learning program

2006–  
2008 *AmeriCorps Member*, Whole School Whole Child Team  
City Year Boston., Boston, MA

Provided full time instructional support, tutoring, and school culture activities in public elementary school; Developed award-winning academic and social-emotional learning programs and managed teams to implement



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## SUMMARY OF RELATED EXPERIENCE

Melissa Lambert is an Engagement Manager with WestEd's Comprehensive School Assistance Program (CSAP). She supports schools, districts, and states in developing and implementing English Learner master plans, content standards, and assessments with special emphasis on English language development. Lambert's primary areas of interest are in second language acquisition, professional learning that fosters a learning culture among educators, and sustainable districtwide systems for ensuring equity. Research interests include academic content language acquisition and literacy instruction for culturally and linguistically diverse students.

## EDUCATION

- 2005 MEd & Administrative Services Certification, Principal Leadership Institute, Fellowship Recipient Cohort V, University of California, Berkeley, CA
- 1999 BA, Liberal Studies/Fine Arts, San Francisco State University, San Francisco, CA

## PROFESSIONAL EXPERIENCE

- 2018– Present *Engagement Manager*, School and District Services, English Learner Support, CSAP WestEd, New York, NY

Guides, develops, and helps grow school and district services to improve the instructional practices and educational outcomes for English learners, impacts on education systems, teaching and learning, and equity for students.

- 2018– 2014 *Director*  
Konocti Unified School District, Clearlake, CA

Oversaw operations, accountability for Middle College High School, Medical Careers Pathway Programs, VAPA, and Independent Study Programs; promoting post-secondary success and sustainable industry partnerships as well as implementation of the Common Core State Standards for English language arts, ELD, and mathematics. Site leadership, design, facilitate, schoolwide and district learning and teaching practices to accelerate student academic growth and success preparing for post-secondary success

- 2010– 2014 *Supervisor*, Humanities Department  
San Francisco Unified School District, San Francisco, CA

Supervised operations, accountability structures in the implementation of SFUSD ELA PK-12 Core Curriculum incorporating the Common Core State Standards for English Language Arts/Comprehensive Approach to Literacy. Designed and delivered professional development for principals and teachers on CCSS for districtwide

implementation incorporating data, technology, and monitoring systems. Utilized Stanford's Understanding Language research and California English Language Development Standards.

2009–  
2011 *GEARUP Director*, SFUSD Post-Secondary Success, Student Services  
San Francisco Unified School District, San Francisco, CA

Directed federal program actions and staff for multi-year grant which promoted equal access for students to access higher education through forming partnerships with colleges, universities, and organizations. Key responsibilities included \$2.9M budget and allocation, compliance, and matching documentation, management of staff and programs including contracts and instructional offerings.

1998–  
2008 *Classroom Teacher, Program Specialist*, Teaching and Learning  
San Francisco Unified School District, San Francisco, CA

Classroom teacher, secondary mathematics and science with special emphasis in English Language learners. As a program specialist (2006–2008) guided instructional programs by co-planning/teaching observing teaching practices, providing reflective feedback, and coaching. Collected, analyzed, and synthesized qualitative and quantitative data from primary and secondary sources to ensure that services provided to students met the goals and objectives of the program. Supervised intervention and enrichment programs, master schedule, and curricula. Coordinated supplementary support services, district coaches, and facilitated department meetings.

#### SELECTED PROFESSIONAL ACTIVITIES

- Math and Science department chair and classroom teacher leader (Grades 6–10)
- Developed curriculum for secondary science, literacy, and reading intervention focused on English learners and Universal Design
- Member of the SAIT intervention and school reform team, School Site Council
- Participant: The Teaching Commission's National Report, Women's Educational Media Outreach Project
- Lifetime Member: San Francisco Exploratorium, Teacher Alumnus
- Grant recipient for CA Gear Up for College
- Expanding Your Horizons, Science Conference for Girls, coordinated and facilitated hands-on workshops for countywide conference establishing high expectations and introduction to opportunities and careers in the sciences

#### PROFESSIONAL AFFILIATIONS

- ASCD: Professional Learning & Community for Educators

# Marvin Thompson



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## SUMMARY OF RELATED EXPERIENCE

Marvin Thompson is a Senior Project Manager for School and District Services for the Comprehensive School Assistance Program at WestEd.

Dr. Thompson has a broad range of experience in the areas of systems development and school improvement standards. His area of expertise is increasing organizational capacity through quality planning, decision making and systems monitoring.

## EDUCATION

- 2008 Ed.D., Educational Leadership & Policy Studies, The George Washington University, Washington, DC
- 1996 M.Ed., Administration & Supervision, Virginia Commonwealth University, Richmond, VA
- 1992 B.A., Psychology, Randolph-Macon College, Ashland, VA

## PROFESSIONAL EXPERIENCE

- 2018-  
Present *Senior Project Manager, Comprehensive School Assistance Program (CSAP)*  
WestEd, New Orleans, LA  

Provide support to state, district and schools in the development, implementation, and monitoring of improvement efforts towards sustainability. Provide leadership support in fostering cultures for capacity building and enhanced leadership skills.
- 2012-  
2014 *Chief Academic Officer, Future Is Now Schools, New Orleans, LA*  

Supervised all facets of school operations including budget development, school improvement planning, supervision of staff and leadership succession planning. Created a model for rapid improvement of student outcomes for grades 9-12 by developing and executing short and long-term strategies to reach student achievement goals, with a focus on promoting high levels of academic achievement for all students;
- 2007-  
2012 *Educational Consultant, EmpowerED LLC, Richmond, VA*  

Provided training and support to schools and school districts in the development and implementation of quality management systems. Provided capacity building training and coaching in strategic planning, needs assessments, data analysis for

lead teachers and administrators. Created and led leadership and team building workshops for school and district administrators.

- 2005-2007 *District Superintendent, Roanoke City Public Schools, Roanoke, VA*
- Increased number of fully accredited schools while closing the achievement gap in all AYP subgroups. Increase student performance was also evidenced in the number of students scoring passed advanced on Virginia State Assessments. Developed division-wide data collection system to guide instructional decisions at the classroom, school, and central office level.
- 2004-2005 *Associate Superintendent, Prince William County, Manassas, VA*
- Provided instructional and leadership support to 19 schools including elementary, middle and high schools. Developed and conducted leadership modules for principals. Developed district-wide communication plan to increase deployment of strategies for all central office departments to support school improvement efforts.
- 2002-2005 *Leadership and School Improvement Consultant, Virginia Department of Education, Richmond Virginia*
- Developed research based state-wide school improvement process while providing direct leadership development to low performing schools in Virginia and Washington, D.C.
- 1999-2004 *Principal, Chesterfield and Prince William County Schools, Virginia*
- Implemented quality management leadership and diagnostic testing for instructional planning. Improved student performance in all state and federal categories resulting in school being recognized by the National School Change Award in 2003. Received School of Excellence Award for increasing student learning outcomes across all state and federal categories.

#### SELECTED PROFESSIONAL ACTIVITIES

- Panelist 2015 Congressional Black Caucus: *Fatherhood in the African American Community*
- Keynote Speaker Indiana Black Expo Educator's Conference 2013
- Advisor Council for the International Exchange of Scholars, *University of South Africa*
- Keynote Speaker *Virginia Association of Elementary School Principals Conference, 2007: Leadership and Accountability*
- Presenter at Virginia School Board Association Governor's Conference: *Strategic Planning and Budget Alignment*
- Presenter at Virginia School Board Association Governor's Conference: *Organizational systems*
- Virginia Department of Education Academic Review Team Leader for School Improvement Reviews

- Member Governor's Committee: *Education and Economic Development, Governor Mark Warner*
- Member Governor's Committee: *Early Childhood Intervention, Governor Tim Kaine*



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SUSAN VILLANI

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## SUMMARY OF RELATED EXPERIENCE

Dr. Susan Villani, a Senior Program/Research Associate for WestEd's Learning Innovations program, specializes in improving student outcomes by supporting districts, schools, and SEAs to assure equitable access for all students to high quality teaching. She consults in the development of teacher evaluation models to promote growth, mentoring and induction programs for new teachers, and formative assessment to promote student agency in their learning. Dr. Villani coaches teachers and administrators on a variety of topics to improve their practice as effective educators and leaders.

Dr. Villani has worked on issues equity issues for much of her career. Through MAEC's Center for Education Equity she has spearheaded the development of a Data Literacy Toolkit with a Focus on Equity and a Restorative Practices Toolkit for Administrators. Through the Equity Assistance Center Region 2, she facilitated the work of two New Jersey school districts that were cited for having a disproportional number of Hispanic students in special education and worked with a district cited for having a disproportional number of students of color in higher level courses. Dr. Villani is currently working with school districts of different socio-economic statuses to assure that all students receive high quality instruction and access to education. Dr. Villani continues to co-direct the Special Education Directors Leadership Institute and the Community of Practice.

Dr. Villani was a member of the WestEd team that partnered with the Danielson Group and provided professional development on The Danielson Framework for Teaching in districts in New York, New Jersey, New Hampshire, and Maine. She works in districts to help administrators use teaching frameworks to guide their supervision and evaluation of teachers. She presents and coaches them to have inter-rater validity and reliability in their evaluation of teachers, and to incorporate coaching into their supervision and evaluation process.

Dr. Villani led the development of a teacher evaluation system in a School Improvement Grant (SIG) district in New Hampshire in which members of a multi-constituent team developed the model for their district; their model informed the development of evaluation models in other districts throughout the state. The team reported a significantly positive change in the culture of their district because of team members brought what they learned about collaborative processes and communication to the other district committees.

Dr. Villani led leadership development sessions for every new principal in Puerto Rico, and coached building leaders through Coach for Success in CA. She has worked with administrators, teacher leaders, and staff developers in *Transformative Leadership* to introduce them to crucial components of instructional leadership that increase student achievement, with an emphasis on data use, frequent observations, and intensive coaching.

Dr. Villani also led and provided the professional development for the New Jersey Pilot Mentoring New Teachers Program through the Equity Assistance Center, Region 2; chaired the Teacher Quality Initiative of the New York Comprehensive Center; worked with district educators through two technology-support teacher centers to enhance the effectiveness of New Hampshire teachers; and collaborated with Maine educators to design and implement a statewide new-teacher mentoring program linked to the then-new Maine Teaching Standards. She co-designed MASCD's Online Teacher Leadership Certificate Program and taught two of the six online courses in the program.

## **EDUCATION**

- 1983 Ed.D., Educational Administration, Northeastern University
- 1971 M.A., Elementary Education, Tufts University
- 1970 B.A., Business Administration, Harpur College, State University of New York at Binghamton

## **PROFESSIONAL EXPERIENCE**

- 2000– Present *Senior Program/Research Associate*  
WestEd's Learning Innovations Program, Woburn, MA
- 1993– 2003 *Adjunct Faculty, Curriculum and Instruction*  
Lesley University, Cambridge, MA
- 1988– 1999 *Principal*  
Thoreau School, Concord, MA
- 1985– 1988 *Principal*  
Lincoln School, Winchester, MA
- 1978– 1985 *Principal*  
Hazard School, South Kingstown, RI
- 1971– 1978 *Teacher*  
Batchelder School, North Reading, MA

## **SELECTED PUBLICATIONS**

- Villani, S., & Dunne, K. (2012). *Collaborative coaching: Coaching partner's guide* (laminated reference guide). Port Chester, NY: Dude Publishing
- Villani, S., & Dunne, K. (2012). *Collaborative coaching: Coach's guide* (laminated reference guide). Port Chester, NY: Dude Publishing
- Villani, S. (2009). *Comprehensive mentoring programs for new teachers: Models of induction and support*. 2<sup>nd</sup> edition. Thousand Oaks, CA: Corwin Press.

- Villani, S. (2008). *Are you sure you're the principal? A guide for new and aspiring leaders*. 2<sup>nd</sup> edition. Thousand Oaks, CA: Corwin Press.
- Dunne, K., & Villani, S. (2007). *Mentoring new teachers through collaborative coaching: Linking teacher and student learning and accompanying Facilitators' Guide*. San Francisco: WestEd.
- Villani, S. (2006). *Mentoring and induction programs that support new principals*. Thousand Oaks, CA: Corwin Press.
- Northeast Regional Resource Center, Learning Innovations at WestEd (2004). *Keeping quality teachers: The art of retaining general and special education teachers. A practical guidebook for school leaders*. Albany, NY: WestEd, OSEP, NCPSE, NASDSE, Syracuse University, & NY State Education Department.
- Villani, S. (1999). A good strong anchor: Mentoring new teachers. In M. A. Hayes & I. K. Zimmerman (Eds.), *Teaching: A career: A profession* (pp. 19–25). Wellesley, MA: Massachusetts Association of Supervision and Curriculum Development.
- Villani, S. (1995). A principal defined. In H. B. Regan & G. H. Brooks, *Out of women's experience* (pp. 44–53). Thousand Oaks, CA: Corwin Press
- Villani, S. (Ed.). (1992). *Prejudice and stereotyping*. Marlborough, MA: Massachusetts Elementary School Principals Association.

## INVITATIONAL ROLES

- Key-note speaker and/or pre-conference session presenter at:
  - Meadows Foundation Keynote Speaker for Principal Improvement, Texas A & M University (2008) *Are You Sure You're the Principal? Being an Instructional Leader*
  - North East Affiliate Leadership Conference (NEASCD) in Boston (2008) Pre-Conference day-long session, *Creating Collaborative Cultures that Enhance Teacher Quality and Raise Student Achievement*
  - New Jersey Association of Supervision and Curriculum Development Annual Conference (2006) Keynote Speaker: *Mentoring: Benefits for an Entire School Community*
- Consultant to Southern Regional Education Board (2005) for the development of their Leadership Module
- Member, Mentoring and Coaching Task Force (1989); co-created a leadership module for the National Association of Secondary School Principals (NASSP); trainer of Mentoring and Coaching and Springfield Simulation modules
- Advisory Board Member of the Principals' Center at Harvard University (1987-1989)

## SELECTED PRESENTATIONS



- Villani, S. (2012). Growing Leadership While Creating A Teacher Evaluation Model. Presented at the Learning Forward Annual Conference, Boston, MA
- Villani, S. (2011). Collaborative Coaching to Promote Reflection on Practice and Heighten Effectiveness for Teachers and for Administrators. Presented at London District Catholic School Board, Ontario, Canada
- Villani, S. (2010). Comprehensive Mentoring Programs for New Teachers: Models of Induction and Support. Presented at New Teacher Center Annual Induction Symposium.
- Villani, S. (2010). Are You Sure You're the Principal? Finding Your Voice as an Instructional Leader. Presented at National Association of Secondary School Principals Annual Convention.
- Villani, S. (2009). Comprehensive Mentoring Programs for New Teachers: Models of Induction and Support. Presented at the National Association of Elementary School Principals Annual Convention.
- Villani, S. (2006). Enhancing Teacher Reflection Through Video Images: Using a Collaborative Inquiry Protocol. Presented at International Mentoring Association, Annual Conference in Chicago, IL
- Villani, S. (2006). Mentoring: Benefits for an Entire School Community. Keynote speaker at the New Jersey Association of Supervision and Curriculum Development Annual Conference, and through the North East Regional Resource Center, Burlington, VT.
- Villani, S. (2006). Sustainable Approaches to Mentoring New Teachers: A Lead Mentor Model. Presented at National Staff Development Council, Annual Conference in Nashville, TN
- Villani, S. (2005). Mentoring and Induction Programs that Support New Principals. Presented at American Educational Research Association, Annual Conference in Montreal, CN

## PROFESSIONAL AFFILIATIONS

- Board, Massachusetts Association of Supervision and Curriculum Development (MASCD), 2001–2011; Editorial Board member of *Perspectives*  
Instructor and Co-creator of the MASCD Teacher Leadership Certificate Program (2009-2011)
- Learning Forward, formerly the National Staff Development Council (NSDC)
- National Association of Elementary School Principals (NAESP)
- Advisory Board, Principals' Center, 1987-1989; Harvard University
- President, North East Coalition of Educational Leaders (NECEL), 1981–1983; Director of Résumé Assessment Service, 1983–1985

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## EDUCATION

- 2018 Ed.D. in Education, Harvard Graduate School of Education
- 2009 Ed. M. School Leadership, Harvard Graduate School of Education
- 2000 M.A. Secondary Mathematics Education, Teachers College, Columbia University
- 1998 B.A, Mathematics, Tufts University, *Magna cum Laude*

## SHORT BIO

Johanna is a School Improvement Facilitator in the Learning Innovations Program at WestEd. She is responsible for providing coaching and consulting to schools, districts, and state departments of education around school improvement, mathematics, standards-based curriculum, instruction, data-driven inquiry, professional learning communities (PLCs), professional learning standards and curriculum adoption. She earned her doctorate at the Harvard Graduate School of Education where her research focused on how teachers learn to improve instruction through collaborative data-inquiry. She also specializes in mathematics instruction.

Prior to joining WestEd, Johanna taught high school and middle school mathematics at an independent school in New York City and served as the mathematics curriculum coordinator at a charter school in Cambridge, Massachusetts.

## PROFESSIONAL EXPERIENCE

- 2011– *Instructor, Research Assistant, Teaching Fellow, Course Designer*
- Present Harvard Graduate School of Education, Cambridge, MA

Co-Chair, Data Wise in Action (Fall 2017)

Chair online course that supports teams of teachers integrating the Data Wise Improvement Process in their setting.

Co-Chair, Data Wise Online (Summer 2017)

Chair online course that introduces teams of teachers to the Data Wise Improvement Process.

Course Designer, The Data Wise Project (Fall 2014 to present)

Design online course to prepare school teams to integrate the Data Wise Improvement Process in their setting

Research Assistant at the National Center for Teacher Effectiveness, PI Heather Hill  
(Fall 2012– Spring 2015; Spring 2017-present)

Worked on multiple projects studying mathematics instruction at the elementary and middle school levels using Mathematical Quality of Instruction (MQI) instrument. Designed and provided professional development to elementary school teachers using MQI instrument as tool for instructional improvement. Worked to revise Mathematical Knowledge for Teaching survey.

#### Teaching Fellow

Data Wise: Using Data to Improve Teaching and Learning (Winter 2016, 2015, 2014); Empirical Methods: Introduction to Statistics for Research (Fall 2015); Introduction to Applied Data Analysis (Fall 2015); Data Wise Online Institute (Summer 2015); Applied Data Analysis (Spring 2015); Intermediate Statistics: Applied Regression and Data Analysis (Spring 2014)

#### Instructor

Advancing the Teaching and Learning of Mathematics (Fall 2011)

2015–  
2017 *Editor*  
Harvard Education Publishing Group, Cambridge, MA  
Editor of Harvard Educational Review Journal

2009–  
2012 *Mathematics Curriculum Coordinator*  
Prospect Hill Academy Charter School, Cambridge, MA

Evaluated and coached mathematics teachers in grades 7-12; facilitated collaborative inquiry for mathematics teams; designed curriculum to align with state standards and prepare all students for college; taught *AP Calculus BC* and 8<sup>th</sup> grade mathematics

2004–  
2008 *Dean of Students*  
Collegiate School, New York, NY.

Worked collaboratively with school faculty and administration to build a healthy learning environment and facilitate the success of each individual student; managed advisory program, class advisors, student activities and disciplinary system

2000–  
2008 *Mathematics Teacher,*  
Collegiate School, New York, NY

Taught a range of mathematics courses including from Algebra I to A.P. Calculus BC; collaborated with department members to develop departmental mission and align curriculum; mentored new teachers; served as academic advisor, supporting students and acting as primary liaison to the families

#### SELECTED PUBLICATIONS AND PRESENTATIONS

Blazar, D., Litke, E., & Barmore, J. (2016) What does it mean to be ranked a “high” or “low” value-added teacher? Observing differences in instructional quality across districts. *American Educational Research Journal*

**NATIONAL COUNCIL OF TEACHERS OF MATHEMATICS**, Boston, MA (April 2015)

Beisiegel, M., Anderson, E., & Barmore, J.,..., & Rabinowicz, S. Structuring Professional Development around a Mathematics Observational Rubric

**ASSOCIATION OF MATHEMATICS TEACHER EDUCATORS**, Orlando, FL (February 2015)

Mitchell, R., Beisiegel, M., & Barmore, J. Varying Facilitation of Mathematics Teacher Professional Development – Questions and Findings from the Field

**ASSOCIATION FOR EDUCATION FINANCE AND POLICY**, Washington, DC (February, 2015)

Barmore, J., & Sherer, D. Investigating the Causal Effects of Teacher Collaboration

**AMERICAN EDUCATIONAL RESEARCH ASSOCIATION**, Philadelphia, PA (April 2014)

Blazar, D., Litke, E., & Barmore, J. What Does it Mean to be Ranked a “High” or “Low” Value-Added Teacher? Observing Differences in Instructional Quality Across Districts

**ASSOCIATION FOR PUBLIC POLICY ANALYSIS AND MANAGEMENT**, Washington, DC (November, 2013)

Hill, H. C., Blazar, D., Humez, A., Litke, E., Beisiegel, M., Barmore, J.,..., & Salzman, L. Examining High and Low Value-Added Mathematics Instruction: Can Expert Observers Tell the Difference?