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Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 16, 2017

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 Educational Improvement to exercise a renewal option of a contract with The National Center for the Improvement of Educational Assessment, Inc. ("The Center"), Dover, NH (vendor code 158509), by increasing the price limitation in the amount of \$305,460.00 from \$278,380.00 to \$583,840.00, to serve the department as a technical advisor for the Performance Assessment of Competency Education (PACE) program and the Every Student Succeeds Act (ESSA) school accountability model, effective July 1, 2017 through June 30, 2018, upon Governor and Council approval. The contract was originally approved by Governor and Council on June 29, 2016 (Item #108). 100% Federal Funds

Funds to support this request are anticipated to be available in the account titled State Assessment-Federal in Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget:

06-56-56-562110-49930000-102-500731 Contracts for Program Services FY 18 \$305,460.00

EXPLANATION

The Center has done an outstanding job in supporting the DOE's efforts in the development of the PACE accountability system; the ESSA school accountability model; and in calculating and reporting student growth percentiles. We respectfully request that we be able to renew this contract with the Center as we continue the testing, refining, and implementation of both systems to meet the accountability requirements for the Every Student Succeeds Act and PACE.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 16, 2017
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In the event Federal Funds no longer become available, General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:hg:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Instructional Support and Student Assessment, hereinafter "the Agency," and The National Center for the Improvement of Educational Assessment, Dover, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was originally approved by Governor and Council on June 29, 2016 (Item #108) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2017 and replacing with June 30, 2018
2. Amend Section 1.8 by removing \$278,380.00 and replacing with \$583,840.00.
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective July 1, 2017.

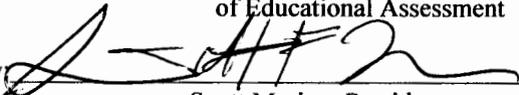
This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

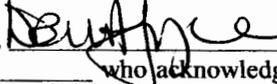
THE STATE OF NEW HAMPSHIRE
Department of Education

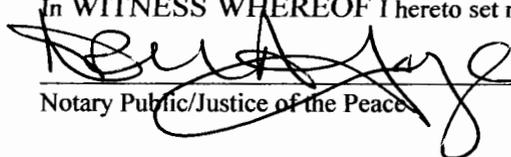
By: 
Frank Edelblut, Commissioner of Education

The National Center for the Improvement
of Educational Assessment

By: 
Scott Marion, President

STATE OF NEW Hampshire
County of Strafford

On this the 6 day of June, 2017 before me, , the undersigned officer, personally appeared Scott Marion who acknowledged himself/herself to be the President of The National Center for the Improvement of Educational Assessment, a corporation, and that he/she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

In WITNESS WHEREOF I hereto set my hand and official seal.

Notary Public/Justice of the Peace



Approved as to form, substance and execution by the Attorney General this 7th day of June, 2017.

By: C. R. Melakys
Office of Attorney General

Approved by the Governor and Council this _____ day of _____, 2017

By: _____

EXHIBIT A-1
SCOPE OF SERVICES

The National Center for the Improvement of Educational Assessment, Inc. ("The Center") will provide the following services to the New Hampshire Department of Education effective July 1, 2017 through June 30, 2018, upon Governor and Council approval:

Supporting the Implementation of the PACE Accountability System and providing Technical and Policy Assistance to NHDOE and the Pilot Districts

- Lead technical analyses such as cross-district calibration, establish yearly cutscores, report results, and perform various validity analyses
- Support the assessment development process by supporting the development of assessment expertise among the content leads, serving as technical resources to the leads, and evaluating the quality of the PACE common tasks
- Support the NH DOE as a key project thought and strategic partner in all aspects of the project, including attending project planning meetings, district leads meetings, working on funding proposals, and working as a technical liaison to the U.S. Department of Education
- Provide technical support to pilot districts in terms of designing local accountability systems, designing local assessment systems, and implementing the local assessment and accountability systems

This work will require **one hundred twenty (120) professional days**.

Supporting the Accountability Task Force with the Development of an Every Student Succeeds Act (ESSA) School Accountability System

- Testing and refining the proposed accountability system.

This work will require **twenty four (24) professional days**.

Calculating Student Growth Percentiles and Advising on Reporting Growth Results

- Calculate Student Growth Percentiles for all NH students and schools based on the 2017-2018 school year results
- Calculate Student Growth Percentiles for all NH students and schools based on the 2018-2019 school year results

This task will require approximately **fifteen (15) professional days**.

**EXHIBIT B-1
BUDGET**

Task	Professional Days¹	Expenses²	Cost
Supporting the Implementation of the PACE Accountability System and providing Technical and Policy Assistance to NHDOE and the Pilot Districts	120	30	\$230,400.00
Supporting the Accountability Task Force with the Development of an Every Student Succeeds Act (ESSA) School Accountability System	24	12	\$46,560.00
Calculating Student Growth Percentiles and Advising on Reporting Growth Results	15	0	\$28,500.00
Total	159	42	\$305,460.00

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 \$305,460.00.

Funding Source: All funding is subject to the availability of federal funds. Funding for this contract is 100% Federal Funds from the account titled State Assessment-Federal as follows:

06-56-56-562110-49930000-102-500731	FY 18 <u>\$305,460.00</u>
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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:

Sandra MacDonald
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

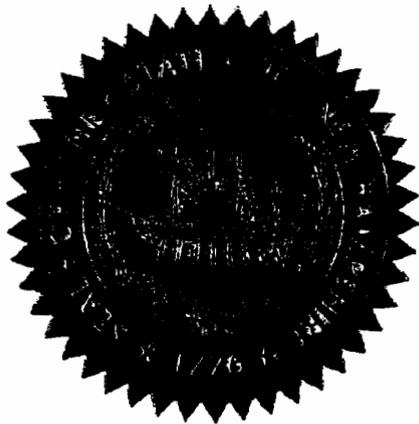
¹ Daily rates are as follows: Scott Marion = \$2000/day; Damian Betebenner = \$1900/day; Jeri Thompson = \$1900/day; Juan D'Brot = \$1900/day; Susan Lyons = \$1800/day and an average daily rate of \$1900/day was used to estimate costs of the work for this contract.

² Expenses are essentially travel expenses for mileage between Rye/Dover and Concord (i.e., mileage, tools, food = approximately \$80/trip) and the number of trips associated with each task are reflected in the cells.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The National Center for The Improvement of Educational Assessment is a New Hampshire nonprofit corporation formed August 12, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Christopher Domaleski, Vice President of The National Center for the Improvement of Educational Assessment, Inc. do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a)(are) true and complete cop (y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on September 15, 2015, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational)meeting on September 11, 1998.
- (5) The foregoing resolution(s) and by-law are in full force and effect as of the date hereof; and
- (6) The following person(s) lawfully occupy the offices indicated below:

Scott Marion President

Christopher Domaleski Vice President

Brian Gong Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the Corporation this 6 day of June 2017.

Christopher Domaleski
Vice President

(Corporate Seal if any)

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

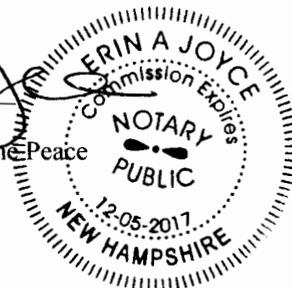
STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On June 6 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Vice President of the corporation identified in the foregoing certificate, and acknowledge that (s)he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Erin A. Joyce
Notary Public/Justice of the Peace



CERTIFICATE OF CORPORATE RESOLUTION
Amendment 2

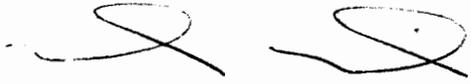
THE UNDERSIGNED, MARK MUSICK, currently serving as the Chairman of the Board of Directors of The National Center for the Improvement of Educational Assessment, Inc. , a non-profit Corporation duly organized and in good standing under the laws of the State of New Hampshire, (herein referred to as the "Corporation") does hereby certify that effective as of September 15, 2015:

1. The persons listed below are the duly elected and qualified officers of this Corporation:
 - a. Scott Marion, President
 - b. Christopher Domaleski, Vice President and Secretary
 - c. Brian Gong, Treasurer

2. Pursuant to the Charter of the Corporation, and by vote of the Board of Directors, only the President and Vice President are duly authorized to act in the name of, and on behalf of, the Corporation.

3. The President and Vice President of the Corporation, in accordance with the Charter, acting or signing singly, are each authorized, empowered and directed to execute, seal and deliver, in the name of and on behalf of the Corporation, any agreements, contracts or other documents in such form and with such amendments, modifications, replacements, additions and/or substitutions thereto; and upon such terms and conditions as the said Officer, in his sole discretion, deemed appropriate and reasonable in the best interest of the Corporation to conduce the business and affairs of the Corporation.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 15th day of September, 2015



Mark Musick, Chairman of the Board of Trustees



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/17

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 800-743-8130 EMAIL ADDRESS: ADP.COI.Center@Aon.com	FAX (A/C, No): 800-522-7514
	INSURER(S) AFFORDING COVERAGE	
INSURED ADP TotalSource FL XVII, Inc. ALTERNATE EMPLOYER NCIEA, Inc.	INSURER A: New Hampshire Ins Co NAIC # 23841	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1300240 **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. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				07/01/16	07/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for NCIEA, INC. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. NCIEA, INC is an alternate employer under this policy.

CERTIFICATE HOLDER NH 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 <i>Aon Risk Services, Inc of Florida</i>

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Articles of Agreement
of
The National Center for the Improvement of Educational Assessment, Inc.

Article 1. The name of the corporation shall be:

The National Center for the Improvement of Educational Assessment, Inc.

Article 2. The object for which this corporation is established is:

The improvement of education for children through the development and promotion of advances in educational assessment.

The purposes for which The National Center for the Improvement of Educational Assessment, Inc. is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 3. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 4. The provisions for establishing membership and participation in the corporation are:

The members at their initial meeting and thereafter the members annually at their annual meeting shall fix the number of members and shall elect the number of members so fixed.

Article 5. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purpose.

Article 6. The address at which the business of this corporation is to be carried on is:

One Washington Street, Suite 234
PO Box 351
Dover, NH 03821-0351

Article 7. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

None

Article 8. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

The members, directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the corporation may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Article 9. Signatures and post office addresses of each of the persons associating together to form the corporation: (Note 3)

BYLAWS OF
THE NATIONAL CENTER FOR THE IMPROVEMENT
OF EDUCATIONAL ASSESSMENT, INC.

ARTICLE 1 – NAME OF ORGANIZATION

“The National Center for the Improvement of Educational Assessment, Inc.,” as incorporated in the State of New Hampshire. The legal name of the organization is “The National Center for the Improvement of Educational Assessment, Inc.,” but the organization will informally be called “The Center for Assessment,” or more simply, “The Center.”

ARTICLE 2 – NON-PROFIT STATUS

The Center is organized and operated to achieve the purposes set forth in the Articles of Organization, as may be amended from time to time, and is recognized as exempt from taxation by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 3 – PURPOSES AND POWERS

The purpose of the Center shall be to promote the improvement of education achievement of students through improved practices in educational assessment and accountability.

The powers of the Center shall include the following:

1. Overall Objective: To take actions and manage the Center's affairs in a manner to achieve the purposes set forth in the Articles of Organization.
2. Support of Purposes. To make any reasonable and lawful regulation that is deemed to support or enforce any of the purposes heretofore named.
3. Integrity of the Bylaws. If any article of these bylaws subsequently adopted by the Center is found to be illegal or unenforceable, the remaining provisions of the remaining bylaws of the Center shall nevertheless be considered to remain in full force and good standing.

ARTICLE 4 – BOARD OF TRUSTEES

1. Board of Trustees. There shall be at least six (6), but no more than ten (10) voting members of the Board of Trustees, including the President, who shall be a voting ex-officio member of the Board. No more than one-third of the Board shall be employees of the Center. All members of the Board of Trustees may be referred to as a “Trustee.”
2. Voting and Proxies. Each Trustee shall have one vote. A Trustee may not appoint a proxy to vote for him or her at any meeting.

3. Duties of the Board. The Board is the governing body of the Center. It is charged with interpreting and overseeing the affairs of the Center as expressed by its policies, actions, directives and resolutions and with taking timely and effective actions to assure that the purposes of the Center are achieved. The Board of Trustees may by general resolution delegate to officers of the Center and to committees such powers as provided for in these Bylaws, and particularly Article 6 below. The Board is responsible for appointing officers and electing the Chair and Vice Chair of the Board as follows:
 - a. Appointment of Officers. The Board of Trustees shall meet as necessary for the purpose of appointing the President, Vice President, Secretary and Treasurer of the Center, and may do so at the Annual Meeting or other duly called meeting for such purpose.
 - b. Election of Chair and Vice Chair. The Board of Trustees shall meet annually for the purpose of electing the Chair and Vice Chair of the Board, and each shall serve until the following annual election, or until such time as the office becomes vacant for any reason. Persons elected to the position of Chair or Vice Chair may succeed themselves in office.
4. Election of Trustees & Terms. The Trustees of the Center shall be elected by a majority vote of the Board of Trustees at any duly called meeting of the Center. A Trustee shall be elected for a term of three (3) years, unless the Trustee is nominated to fill the seat of a Trustee who has not completed her/his term and in such case will serve the remainder of the unexpired term per Article 4, Section 8 of these bylaws.
5. Limitation on Number of Terms. Trustees may serve consecutive terms in office as stated herein, and shall serve until the Trustee's successor is elected. No Board member may serve for more than three consecutive three-year terms, except the President who serves *ex officio*.
6. Number of Meetings. The Board shall meet at least twice each year but additional meetings may be called by the Chair of the Board of Trustees or by petition to the Board of no less than two (2) Trustees. One such meeting shall be designated the Annual Meeting of the Center and such meeting shall generally occur in the fall of each year.
7. Notice. The Board is required to provide timely notification of any Meeting, including the Annual Meeting, to all Trustees of the Center. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice delivered or attempted in good faith to be delivered no less than seven (7) days or no greater than thirty (30) days prior to a given Meeting shall be deemed to be timely. Notice pursuant to this Article shall include the date, time and place of the Meeting as well as the proposed agenda and business to be addressed thereat.
8. Resignation, Removal from Board & Vacancies. Any Trustee may resign at any time by giving written notice to the President. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Board of Trustees. Any member of the Board of Trustees may be removed from office by a 3/4 vote of all the other Trustees. Vacancies created by resignation, removal, death or other circumstance may be filled by the Board by electing

*Affidavit of Amendment of
The National Center for the Improvement of Educational Assessment, Inc.
(April 2007)*

The following Articles of the Articles of Agreement, as may have been amended in prior amendments, are hereby amended in their entirety and shall read as follows:

Article 2. The object for which this corporation is established is:

The improvement of education for children through the development and promotion of advances in educational assessment.

The purposes for which The National Center for the Improvement of Educational Assessment, Inc. is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 3. The provisions for establishing membership and participation in the corporation are:

The corporation shall have no members.

Article 4. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purpose.

Affidavit of Amendment of
The National Center for the Improvement of Educational Assessment, Inc.
(April 2007)

Article 5. The address at which the business of this corporation is to be carried on is:

One Washington Street, Suite 234
PO Box 351
Dover, NH 03821-0351

Article 6. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

None

Article 7. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

The members, directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the corporation may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Article 8. Signatures and post office addresses of each of the persons associating together to form the corporation:

See Original Articles of Organization and Article 8 set forth therein is hereby restored; Article 8 set forth in subsequent amendments dated January 3, 2000 and November 17, 2005 is hereby removed.

a new Trustee to complete the term of the leaving Trustee at the annual meeting or a special meeting. Election to complete the unexpired term of another Trustee shall not count against the limit of three 3-year terms.

9. Compensation. Board members will not be compensated. Their travel expenses (including lodging, meals, etc.) will be paid by the Center consistent with travel policies in effect for the Center.
10. Quorum. The presence in person of a majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present in person at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.
11. Manner of Acting. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these Bylaws. Trustees may attend a meeting by telephonic or similar equipment by means of which all persons participating in the meeting can hear each other.
12. Informal Action. Any action required by law to be taken at a meeting of Trustees, or any action that may be taken at a meeting of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.
13. Conflict of Interest. The Board of Trustees shall adopt and maintain a Conflict of Interest policy.

ARTICLE 5 – DURATION

The Center shall remain in existence unless at least three-quarters (3/4) of the Trustees affirmatively vote in favor of its termination or merger.

ARTICLE 6 – COMMITTEES

The Board of Trustees, by resolution adopted by a majority of the Trustees, may designate and appoint one or more committees of its members, each of which shall consist of two or more persons, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Trustees in the management of the Center; provided, however, that no such committee shall have the authority of the Board of Trustees in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Trustee or officer of the Center; amending the Articles of Center; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Center; authorizing the voluntary dissolution of the Center or revoking proceedings; adopting a plan for the distribution of the assets of the Center; or amending, altering, or repealing any resolution of the Board of Trustees which by its terms provides that it shall not be amended, altered, or repealed by such committee.

ARTICLE 7 – OFFICERS

1. Officers. The officers of the Center shall consist of a President, a Vice-President, a Secretary and a Treasurer. There shall also be a Chair and a Vice Chair of the Board. The President and Vice President may be at-will full-time employees of the Center, unless the Board of Trustees determines that an employment contract with either officer, or both, is in the best interest of the Center. The Board shall establish the salaries of the President and the Vice-President of the Center. The Treasurer and Secretary may be at-will employees of the Center. All officers will be appointed by the Board of Trustees and shall serve at the pleasure of the Board.
2. Duties of Officers. The duties of these officers shall be as follows:
 - a. President. The President shall be the chief executive officer of the Center. He/she shall be an ex-officio member of all committees and shall see that all legally constituted orders and resolutions of the Board are carried out. He/she shall have the general powers and duties usually vested in or incident to the office of the President of a stock corporation under the laws of the State of New Hampshire. The President shall report to the Board of Trustees about the state of the Center at least once each year.
 - b. Vice-President. He/she shall assist the President in carrying out his/her duties and perform other duties as designated by the Board.
 - c. Secretary. The Secretary shall record the minutes of all Meetings of the Center or Meetings of the Board in the record book of the Center. He/she shall maintain and keep current the record book. He/she shall prepare all correspondence of the Center as directed by the President or the Board. The Secretary shall maintain lists of all Members and Voting Members and shall prepare notices of all Meetings.
 - d. Treasurer. The Treasurer shall have custody of all funds and securities of the Center. He/she shall keep full and accurate records of receipts and disbursements, prepare financial data as required by the Board and deposit all moneys or other valuable property of the Center as required by the Board. The Treasurer shall be prepared to give a financial statement of the condition of the Center at all Meetings of the Center or the Board.
 - e. Chair. The Chair shall preside at all meetings of the Board at which he/she is present.
 - f. Vice Chair. The Vice Chair shall preside at all meetings of the Board when the Chair is not present.
3. Term of Office. The President, Vice President, Secretary and Treasurer of the Center shall be appointed as set forth in Article 4 above and shall serve at the pleasure of the Board. The Chair and Vice Chair shall be elected as set forth in Article 4 above and shall serve terms as set forth therein.

4. Resignation, Removal from Office & Vacancies. Any Officer may resign at any time by giving written notice to the President, or in the case of the President to the Chair. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Board of Trustees. The Chair or Vice Chair of the Board of Trustees may be removed from office by a 3/4 vote of all the other Trustees. The President, Vice President, Secretary and Treasurer serve at the pleasure of the Board and can be removed at any time, for any reason, by a simple majority vote of the Board of Trustees, which vote may occur at any meeting. Notwithstanding the foregoing, removal of an officer may be subject to written contractual conditions should the officer be employed by the Center pursuant to an employment contract. Vacancies created by resignation, removal, death or other circumstance may be filled by the Board by electing a new Chair or Vice Chair to complete the term of the departing Chair or Vice Chair; or in the case of the President, Vice President, Secretary or Treasurer, by the appointment of a new officer in accordance with these bylaws.

ARTICLE 8 – INDEMNIFICATION

The Board will take such steps as permitted by law to assure that the Center's officers and Trustees are indemnified against any liability for any lawful actions they may take on behalf of the Center.

ARTICLE 9 – AMENDMENT OF THESE BYLAWS

The Bylaws may be amended by a vote of no less than two-thirds (2/3) of the Trustees present at a duly called meeting of the Center, at which a quorum is present.

ARTICLE 10 - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

1. Contracts. The Board of Trustees may authorize any officer or officers, agent, or agents of the Center in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Center and such authority may be general or confined to specific instances.
2. Checks. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Center, shall be signed by such officer or officers, agent, or agents of the Center and in such manner as shall from time to time be determined by resolution of the Board of Trustees.
3. Deposits. All funds of the Center shall be deposited from time to time to the credit of the Center in such banks, trust companies, or other depositories as the Board of Trustees may select.
4. Funds. The Board of Trustees may accept on behalf of the Center any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Center.

ARTICLE 11 - BOOKS AND RECORDS

The Center shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Trustees.

108 JB



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

Approved
6/29/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

June 8, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education, Division of Program Support to contract with The National Center for the Improvement of Educational Assessment, Inc. ("The Center"), Dover, NH (vendor code 158509), in an amount not to exceed \$278,380.00, to serve the department as a technical advisor for the Performance Assessment of Competency Education (PACE) accountability system and the Every Student Succeeds Act (ESSA) compliant school accountability system, effective upon Governor and Council approval through June 30, 2017. 100% Federal Funds

Funding is available in the account titled State Assessment-Federal as follows:

	<u>FY 17</u>
06-56-56-562110-49930000-102-500731 Contracts for Program Services	\$278,380.00

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

EXPLANATION

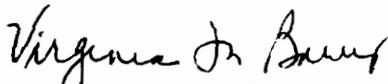
A request for proposals was posted on the Department website on April 25, 2016 and in the Union Leader on April 28&29, 2016 and May 1, 2016. The Department was seeking an organization or individual to serve as a technical advisor in supporting the implementation of the PACE accountability system; supporting the development of the ESSA compliance school accountability system; and calculating and reporting student growth percentiles. Only one proposal was received. It was reviewed and rated, using the attached scoring rubric, by an evaluation team consisting of the Director, Division of Program Support; Administrator, Bureau of Accountability and Assessment; and the Administrator of Assessment. The team recommended this organization.

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
June 8, 2016
Page 2 of 2

The Center has done a remarkable job in supporting the DOE's efforts in: transitioning the accountability indicators from NECAP to the Smarter Balanced system, designing a valid "next generation" accountability model framework, and in identifying valid and reliable measures for educator evaluations. We respectfully request that we be able to continue working with The Center as we implement the PACE and newly adopted Every Student Succeeds Act compliant accountability systems.

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

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:emr

Assessment and Accountability Technical Advisor

Scoring Rubric

NAME	A detailed statement, including curricula vitae and references, that describes the bidder's professional qualifications and experience	A detailed budget and justification related to the proposed bidder's services.	A narrative, which addresses the responsibilities, as outlined in the Priorities area (1.0), describing the bidder's related experience, insights, proposed approach and projected number of days required for identified tasks.	Total
National Center for the Improvement of Educational Assessment, Inc.	30 (30 points)	25 (30 points)	38 (40 points)	93 (100 points)

The committee members responsible for the review of the proposal include the following individuals:

Scott Manfie, Ph.D., Director, Division of Program Support; Sandie MacDonald, Administrator, Bureau of Accountability & Assessment; Donna Dubey, Administrator of Assessment

The role of the committee members was advisory in nature. They provided information, analysis and recommendations that were presented to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such contracts.

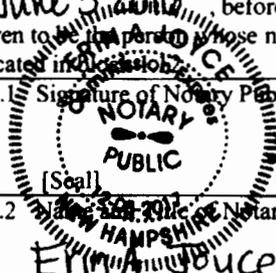
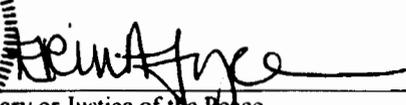
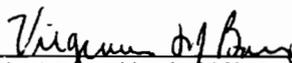
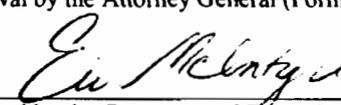
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 The National Center for the Improvement of Educational Assessment		1.4 Contractor Address 31 Mount Vernon Street, Dover, NH 03820	
1.5 Contractor Phone Number 603-516-7900	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$278,380.00
1.9 Contracting Officer for State Agency Scott J. Mantie, Ph.D., Director, Division of Program Support		1.10 State Agency Telephone Number 603-271-3453	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Marion, Vice President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Stafford</u> On <u>June 3, 2016</u> , 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  			
1.13.2 Notary or Justice of the Peace Erin A. Joyce, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Boney, Commissioner of Education	
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: <u>6/14/16</u>			
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

The National Center for the Improvement of Educational Assessment, Inc. ("The Center") will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2017:

Supporting the Implementation of the PACE Accountability System and providing Technical and Policy Assistance to NHDOE and the Pilot Districts

- Lead technical analyses such as cross-district calibration, establish yearly cutscores, report results, and perform various validity analyses
- Support the assessment development process by supporting the development of assessment expertise among the content leads, serving as technical resources to the leads, and evaluating the quality of the PACE common tasks
- Support the NH DOE as a key project thought and strategic partner in all aspects of the project, including attending project planning meetings, district leads meetings, working on funding proposals, and working as a technical liaison to the U.S. Department of Education
- Provide technical support to pilot districts in terms of designing local accountability systems, designing local assessment systems, and implementing the local assessment and accountability systems

This work will require **one hundred twenty (120) professional days**.

Supporting the Accountability Task Force with the Development of an Every Student Succeeds Act (ESSA) Compliant School Accountability System

- Testing and refining the proposed accountability system

This work will require **ten (10) professional days**.

Calculating Student Growth Percentiles and Advising on Reporting Growth Results

- Calculate Student Growth Percentiles for all NH students and schools based on the 2015-2016 school year results
- Calculate Student Growth Percentiles for all NH students and schools based on the 2016-2017 school year results

This task will require approximately **fifteen (15) professional days**.

**EXHIBIT B
BUDGET**

Task	Professional Days¹	Expenses²	Cost
Supporting the Implementation of the PACE Accountability System and providing Technical and Policy Assistance to NHDOE and the Pilot Districts	120	30	\$230,400.00
Supporting the Accountability Task Force with the Development of an Every Student Succeeds Act (ESSA) Compliant School Accountability System	10	6	\$19,480.00
Calculating Student Growth Percentiles and Advising on Reporting Growth Results	15	0	\$28,500.00
Total	145	36	\$278,380.00

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 \$278,380.00

Funding Source: Funding for this contract is 100% Federal Funds from the account titled State Assessment-Federal as follows:

FY 17

06-56-56-562110-49930000-102-500731

\$278,380.00

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:

Scott J. Mantie, Ph.D.
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

¹ Daily rates are as follows: Scott Marion = \$2000/day; Damian Betebenner = \$1900/day; Jeri Thompson = \$1900/day; Juan D'Brot = \$1900/day; Susan Lyons = \$1800/day and an average daily rate of \$1900/day was used to estimate costs of the work for this contract.

² Expenses are essentially travel expenses for mileage between Rye/Dover and Concord (i.e., mileage, tools, food = approximately \$80/trip) and the number of trips associated with each task are reflected in the cells.

Contractor Initial 
Date 6/3/16

Exhibit C

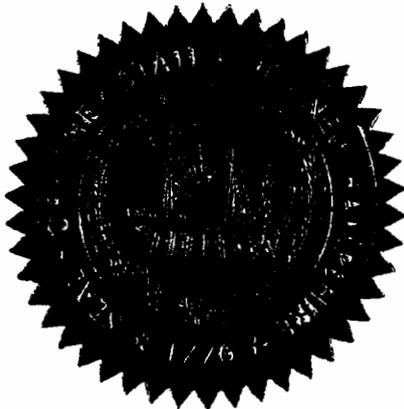
Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

Contractor Initial 
Date 6/3/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The National Center for The Improvement of Educational Assessment is a New Hampshire nonprofit corporation formed August 12, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Gong, Treasurer of The National Center for the Improvement of Educational Assessment, Inc. do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a)(are) true and complete cop (y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on September 15, 2015, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational)meeting on September 11, 1998.
- (5) The foregoing resolution(s) and by-law are in full force and effect as of the date hereof; and
- (6) The following person(s) lawfully occupy the offices indicated below:

Scott Marion	President
Christopher Domaleski	Vice President
Brian Gong	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Corporation this 3 day of June 2016.

Brian Gong
Treasurer

(Corporate Seal if any)

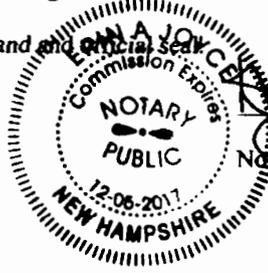
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

on June 3rd 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Treasurer of the corporation identified in the foregoing certificate, and acknowledge that (s)he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal

[Signature]
Notary Public/Justice of the Peace





Corporate Resolution

The undersigned, Brian Gong, President of the National Center for the Improvement of Educational Assessment, Inc., (the "Corporation"), a nonprofit corporation duly organized, validly existing, and in good standing under the laws of New Hampshire, does hereby certify that:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Charter of the Corporation, as in effect on the date hereof.
2. The President, Vice President, Treasurer and Secretary of the Corporation, in accordance with the said Charter, acting or signing singly, are authorized, empowered and directed to execute, seal and deliver in the name of and behalf of the Corporation any documents or other agreements, in such form and with such amendments, modifications, replacements, additions and/or substitutions; and upon such terms and conditions as the officer in his/her sole discretion deems appropriate to conduct the business and affairs of the Corporation.
3. The persons listed below are duly elected, qualified and serving in the positions of the Corporation designated opposite his or her name. All officers are duly authorized to act in the name of and on behalf of the Corporation.

<u>Name</u>	<u>Title</u>
Brian Gong	President
Scott Marion	Vice President
Richard K. Hill	Treasurer
Scott Marion	Secretary

IN WITNESS THEREOF, the undersigned has hereunto set his hand this 1st day of July 2015.

By: Brian Gong
Brian Gong, President

**Articles of Agreement
of
The National Center for the Improvement of Educational Assessment, Inc.**

Article 1. The name of the corporation shall be:

The National Center for the Improvement of Educational Assessment, Inc.

Article 2. The object for which this corporation is established is:

The improvement of education for children through the development and promotion of advances in educational assessment.

The purposes for which The National Center for the Improvement of Educational Assessment, Inc. is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 3. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 4. The provisions for establishing membership and participation in the corporation are:

The members at their initial meeting and thereafter the members annually at their annual meeting shall fix the number of members and shall elect the number of members so fixed.

Article 5. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purpose.

Article 6. The address at which the business of this corporation is to be carried on is:

One Washington Street, Suite 234
PO Box 351
Dover, NH 03821-0351

Article 7. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

None

Article 8. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

The members, directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the corporation may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Article 9. Signatures and post office addresses of each of the persons associating together to form the corporation: (Note 3)

**Affidavit of Amendment of
The National Center for the Improvement of Educational Assessment, Inc.
(April 2007)**

The following Articles of the Articles of Agreement, as may have been amended in prior amendments, are hereby amended in their entirety and shall read as follows:

Article 2. The object for which this corporation is established is:

The improvement of education for children through the development and promotion of advances in educational assessment.

The purposes for which The National Center for the Improvement of Educational Assessment, Inc. is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 3. The provisions for establishing membership and participation in the corporation are:

The corporation shall have no members.

Article 4. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purpose.

**Affidavit of Amendment of
The National Center for the Improvement of Educational Assessment, Inc.
(April 2007)**

Article 5. The address at which the business of this corporation is to be carried on is:

One Washington Street, Suite 234
PO Box 351
Dover, NH 03821-0351

Article 6. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

None

Article 7. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

The members, directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the corporation may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Article 8. Signatures and post office addresses of each of the persons associating together to form the corporation:

See Original Articles of Organization and Article 8 set forth therein is hereby restored; Article 8 set forth in subsequent amendments dated January 3, 2000 and November 17, 2005 is hereby removed.

BYLAWS OF
THE NATIONAL CENTER FOR THE IMPROVEMENT
OF EDUCATIONAL ASSESSMENT, INC.

ARTICLE 1 – NAME OF ORGANIZATION

“The National Center for the Improvement of Educational Assessment, Inc.,” as incorporated in the State of New Hampshire. The legal name of the organization is “The National Center for the Improvement of Educational Assessment, Inc.,” but the organization will informally be called “The Center for Assessment,” or more simply, “The Center.”

ARTICLE 2 – NON-PROFIT STATUS

The Center is organized and operated to achieve the purposes set forth in the Articles of Organization, as may be amended from time to time, and is recognized as exempt from taxation by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 3 – PURPOSES AND POWERS

The purpose of the Center shall be to promote the improvement of education achievement of students through improved practices in educational assessment and accountability.

The powers of the Center shall include the following:

1. Overall Objective: To take actions and manage the Center’s affairs in a manner to achieve the purposes set forth in the Articles of Organization.
2. Support of Purposes. To make any reasonable and lawful regulation that is deemed to support or enforce any of the purposes heretofore named.
3. Integrity of the Bylaws. If any article of these bylaws subsequently adopted by the Center is found to be illegal or unenforceable, the remaining provisions of the remaining bylaws of the Center shall nevertheless be considered to remain in full force and good standing.

ARTICLE 4 – BOARD OF TRUSTEES

1. Board of Trustees. There shall be at least six (6), but no more than ten (10) voting members of the Board of Trustees, including the President, who shall be a voting ex-officio member of the Board. No more than one-third of the Board shall be employees of the Center. All members of the Board of Trustees may be referred to as a “Trustee.”
 2. Voting and Proxies. Each Trustee shall have one vote. A Trustee may not appoint a proxy to vote for him or her at any meeting.
-

3. **Duties of the Board.** The Board is the governing body of the Center. It is charged with interpreting and overseeing the affairs of the Center as expressed by its policies, actions, directives and resolutions and with taking timely and effective actions to assure that the purposes of the Center are achieved. The Board of Trustees may by general resolution delegate to officers of the Center and to committees such powers as provided for in these Bylaws, and particularly Article 6 below. The Board is responsible for appointing officers and electing the Chair and Vice Chair of the Board as follows:
 - a. **Appointment of Officers.** The Board of Trustees shall meet as necessary for the purpose of appointing the President, Vice President, Secretary and Treasurer of the Center, and may do so at the Annual Meeting or other duly called meeting for such purpose.
 - b. **Election of Chair and Vice Chair.** The Board of Trustees shall meet annually for the purpose of electing the Chair and Vice Chair of the Board, and each shall serve until the following annual election, or until such time as the office becomes vacant for any reason. Persons elected to the position of Chair or Vice Chair may succeed themselves in office.
4. **Election of Trustees & Terms.** The Trustees of the Center shall be elected by a majority vote of the Board of Trustees at any duly called meeting of the Center. A Trustee shall be elected for a term of three (3) years, unless the Trustee is nominated to fill the seat of a Trustee who has not completed her/his term and in such case will serve the remainder of the unexpired term per Article 4, Section 8 of these bylaws.
5. **Limitation on Number of Terms.** Trustees may serve consecutive terms in office as stated herein, and shall serve until the Trustee's successor is elected. No Board member may serve for more than three consecutive three-year terms, except the President who serves *ex officio*.
6. **Number of Meetings.** The Board shall meet at least twice each year but additional meetings may be called by the Chair of the Board of Trustees or by petition to the Board of no less than two (2) Trustees. One such meeting shall be designated the Annual Meeting of the Center and such meeting shall generally occur in the fall of each year.
7. **Notice.** The Board is required to provide timely notification of any Meeting, including the Annual Meeting, to all Trustees of the Center. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice delivered or attempted in good faith to be delivered no less than seven (7) days or no greater than thirty (30) days prior to a given Meeting shall be deemed to be timely. Notice pursuant to this Article shall include the date, time and place of the Meeting as well as the proposed agenda and business to be addressed thereat.
8. **Resignation, Removal from Board & Vacancies.** Any Trustee may resign at any time by giving written notice to the President. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Board of Trustees. Any member of the Board of Trustees may be removed from office by a 3/4 vote of all the other Trustees. Vacancies created by resignation, removal, death or other circumstance may be filled by the Board by electing

a new Trustee to complete the term of the leaving Trustee at the annual meeting or a special meeting. Election to complete the unexpired term of another Trustee shall not count against the limit of three 3-year terms.

9. **Compensation.** Board members will not be compensated. Their travel expenses (including lodging, meals, etc.) will be paid by the Center consistent with travel policies in effect for the Center.
10. **Quorum.** The presence in person of a majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present in person at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.
11. **Manner of Acting.** The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these Bylaws. Trustees may attend a meeting by telephonic or similar equipment by means of which all persons participating in the meeting can hear each other.
12. **Informal Action.** Any action required by law to be taken at a meeting of Trustees, or any action that may be taken at a meeting of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.
13. **Conflict of Interest.** The Board of Trustees shall adopt and maintain a Conflict of Interest policy.

ARTICLE 5 – DURATION

The Center shall remain in existence unless at least three-quarters (3/4) of the Trustees affirmatively vote in favor of its termination or merger.

ARTICLE 6 – COMMITTEES

The Board of Trustees, by resolution adopted by a majority of the Trustees, may designate and appoint one or more committees of its members, each of which shall consist of two or more persons, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Trustees in the management of the Center; provided, however, that no such committee shall have the authority of the Board of Trustees in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Trustee or officer of the Center; amending the Articles of Center; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Center; authorizing the voluntary dissolution of the Center or revoking proceedings; adopting a plan for the distribution of the assets of the Center; or amending, altering, or repealing any resolution of the Board of Trustees which by its terms provides that it shall not be amended, altered, or repealed by such committee.

ARTICLE 7 – OFFICERS

1. **Officers.** The officers of the Center shall consist of a President, a Vice-President, a Secretary and a Treasurer. There shall also be a Chair and a Vice Chair of the Board. The *President and Vice President may be at-will full-time employees of the Center, unless the Board of Trustees determines that an employment contract with either officer, or both, is in the best interest of the Center. The Board shall establish the salaries of the President and the Vice-President of the Center.* The Treasurer and Secretary may be at-will employees of the Center. All officers will be appointed by the Board of Trustees and shall serve at the pleasure of the Board.
2. **Duties of Officers.** The duties of these officers shall be as follows:
 - a. **President.** *The President shall be the chief executive officer of the Center. He/she shall be an ex-officio member of all committees and shall see that all legally constituted orders and resolutions of the Board are carried out. He/she shall have the general powers and duties usually vested in or incident to the office of the President of a stock corporation under the laws of the State of New Hampshire. The President shall report to the Board of Trustees about the state of the Center at least once each year.*
 - b. **Vice-President.** *He/she shall assist the President in carrying out his/her duties and perform other duties as designated by the Board.*
 - c. **Secretary.** *The Secretary shall record the minutes of all Meetings of the Center or Meetings of the Board in the record book of the Center. He/she shall maintain and keep current the record book. He/she shall prepare all correspondence of the Center as directed by the President or the Board. The Secretary shall maintain lists of all Members and Voting Members and shall prepare notices of all Meetings.*
 - d. **Treasurer.** *The Treasurer shall have custody of all funds and securities of the Center. He/she shall keep full and accurate records of receipts and disbursements, prepare financial data as required by the Board and deposit all moneys or other valuable property of the Center as required by the Board. The Treasurer shall be prepared to give a financial statement of the condition of the Center at all Meetings of the Center or the Board.*
 - e. **Chair.** *The Chair shall preside at all meetings of the Board at which he/she is present.*
 - f. **Vice Chair.** *The Vice Chair shall preside at all meetings of the Board when the Chair is not present.*
3. **Term of Office.** The President, Vice President, Secretary and Treasurer of the Center shall be appointed as set forth in Article 4 above and shall serve at the pleasure of the Board. The Chair and Vice Chair shall be elected as set forth in Article 4 above and shall serve terms as set forth therein.

4. **Resignation, Removal from Office & Vacancies.** Any Officer may resign at any time by giving written notice to the President, or in the case of the President to the Chair. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Board of Trustees. The Chair or Vice Chair of the Board of Trustees may be removed from office by a 3/4 vote of all the other Trustees. The President, Vice President, Secretary and Treasurer serve at the pleasure of the Board and can be removed at any time, for any reason, by a simple majority vote of the Board of Trustees, which vote may occur at any meeting. Notwithstanding the foregoing, removal of an officer may be subject to written contractual conditions should the officer be employed by the Center pursuant to an employment contract. Vacancies created by resignation, removal, death or other circumstance may be filled by the Board by electing a new Chair or Vice Chair to complete the term of the departing Chair or Vice Chair; or in the case of the President, Vice President, Secretary or Treasurer, by the appointment of a new officer in accordance with these bylaws.

ARTICLE 8 – INDEMNIFICATION

The Board will take such steps as permitted by law to assure that the Center's officers and Trustees are indemnified against any liability for any lawful actions they may take on behalf of the Center.

ARTICLE 9 – AMENDMENT OF THESE BYLAWS

The Bylaws may be amended by a vote of no less than two-thirds (2/3) of the Trustees present at a duly called meeting of the Center, at which a quorum is present.

ARTICLE 10 - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

1. **Contracts.** The Board of Trustees may authorize any officer or officers, agent, or agents of the Center in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Center and such authority may be general or confined to specific instances.
2. **Checks.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Center, shall be signed by such officer or officers, agent, or agents of the Center and in such manner as shall from time to time be determined by resolution of the Board of Trustees.
3. **Deposits.** All funds of the Center shall be deposited from time to time to the credit of the Center in such banks, trust companies, or other depositories as the Board of Trustees may select.
4. **Funds.** The Board of Trustees may accept on behalf of the Center any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Center.

ARTICLE 11 - BOOKS AND RECORDS

The Center shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Trustees.

Client#: 36208

WATGE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2015

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 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 on the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Ins. Agency NH 501 Islington Street 3rd Fl. Portsmouth, NH 03801	CONTACT NAME: Anna Gallant PHONE (A/C, No, Ext): 603 427-7534 E-MAIL ADDRESS: Anna.Gallant@peoples.com FAX (A/C, No):																								
INSURED The National Center For The Improvement of Educational Assessment 31 Mount Vernon St Dover, NH 03820	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Hanover Insurance Company</td> <td>NAIC #</td> <td>22292</td> </tr> <tr> <td>INSURER B:</td> <td>Twin City Fire Insurance</td> <td></td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Cas & Surety Co. of A.</td> <td></td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td>Citizens Ins. Co. of America</td> <td></td> <td>31534</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>	INSURER A:	Hanover Insurance Company	NAIC #	22292	INSURER B:	Twin City Fire Insurance		29459	INSURER C:	Travelers Cas & Surety Co. of A.		31194	INSURER D:	Citizens Ins. Co. of America		31534	INSURER E:				INSURER F:			
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INSURER D:	Citizens Ins. Co. of America		31534																						
INSURER E:																									
INSURER F:																									

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSR WYD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			11/01/2015	11/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liabil			03/20/2015	03/20/2016	\$2,000,000/\$10,000 Ded
S	Professional			03/20/2015	03/20/2016	\$1,000,000/\$10,000 Ded
C	Directors & Offic			11/01/2013	11/01/2016	\$1,000,000/\$2,500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER New Hampshire Dept of Education 101 Pleasant St 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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/15

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 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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, Mg, Ext): 800-743-8130	FAX (A/C, Mg): 800-527-7514
EMAIL ADDRESS: ADP COI Center@Aon.com		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: New Hampshire Ins Co		23841
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 ADP TotalSource FL XVII Inc
 10200 Sunset Drive
 Miami, FL 33173
ALTERNATE EMPLOYER
 NCIEA, Inc
 31 Mount Vernon Street,
 Dover, NH 03820

COVERAGES

CERTIFICATE NUMBER: 1035897

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC: RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) 1- per, 2- each, 3- org DESCRIPTION OF OPERATIONS below		N/A		7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)
 All vehicle employees working for NCIEA, INC. (part number 9 DP TOT) / SOURCE, INC. payroll, are covered under the above stated policy. NCIEA, INC is an alternate employer under this policy.

CERTIFICATE HOLDER**CANCELLATION**

NH DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD, NH 03301	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 <i>Aon Risk Services, Inc of Florida</i>

Key Personnel

Scott Marion, Ph.D.

Susan Lyons, Ph.D.

Jeri Thompson, Ed.D.

Damian Betebenner, Ph.D.

Juan D'Brot, Ph.D.

Vita
SCOTT F. MARION
President

Scott F. Marion is the President of the non-profit *The National Center for the Improvement of Educational Assessment, Inc.* Previously, he served as the Vice President of the Center since 2005 and as a senior associate from 2003-2005. The mission of the Center is to help states and districts foster higher student achievement through improved practices in educational assessment and accountability. The Center does this by:

- Providing customized support to states and districts in designing, implementing, and improving fair, effective, and legally defensible assessment and accountability programs. The Center's staff provides the full range of support, including technical analyses, policy support, documentation and communication, and training from designing an accountability system to meet a legislative mandate through designing effective programs in support of low-performing schools.
- Coordinating Technical Advisory Committees that help ensure a state's evolving assessment and accountability programs receive the best on-going technical advice possible, focused on the specific issues and decision-making needs of the individual state or district.
- Developing and disseminating practical standards for assessment and accountability programs that include specific information about what states and districts should do *today* to have technically sound programs.

As President, Dr. Marion consults with numerous states on such issues as optimal design of assessment and accountability systems, creating or documenting legally defensible approaches to accountability and educator evaluation, gathering validation evidence for accountability programs, and designing comprehensive assessment systems to serve both instructional and accountability purposes. In addition to his management role at the Center for Assessment, Dr. Marion assists in active leadership in the Center's efforts to develop practical professional standards through the Center's annual lecture series and as a regular contributor to professional publications and the annual conferences of AERA, NCME, and CCSSO.

As Wyoming's assessment director (1999-2003), Dr. Marion managed the K-12 testing program, the Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and generally overseeing all assessment-related activities at the Wyoming Department of Education. Wyoming's *innovative high school competency assessment system—The Body of Evidence System—* was the most ambitious project of his administration. Scott Marion worked through the entire cycle of development of the assessment system from initial design through incorporation into legislation, administrative rule, and into actual implementation. From 1997 Dr. Marion worked with department of education staff and educators in the field, the state board of education, advisory panels, and the governor's and legislative offices to design Wyoming's first statewide, standards-based assessment system.

Dr. Marion earned his Ph.D. at the University of Colorado at Boulder under mentorship of Professors Lorrie Shepard and Robert Linn. Dr. Marion started his career as a field biologist prior to earning his *Master's of Science in Science and Environmental Education* from the University of Maine.

Education

Ph.D. May 2004. University of Colorado, Boulder, CO. Research and evaluation methodology. Specialization-- Educational Assessment. Dissertation Advisor: Lorrie Shepard. Dissertation title: *Psychometric Concerns When Measuring Advanced Knowledge*.

Master of Science. May 1992. University of Maine, Orono, Maine. Science and Environmental Education. G.P.A. 4.0 Thesis Advisor: Theodore Coladarci. Thesis title: *Gender differences in science course-taking patterns among college undergraduates: Indicators of a hidden curriculum in science education?*

Maine State Certification. August 1986. University of Maine, Orono, Maine.

Bachelor of Science. May 1979. State University of New York, College of Environmental Science and Forestry, Syracuse, NY. September 1975-May 1979. Majored in zoology and forest biology, graduated cum laude (G.P.A. 3.1).

Professional History

Wyoming Department of Education. Cheyenne, WY.

Director of Assessment and Accountability. November 1999-January 2003. Responsible for managing the state's K-12 testing program, Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and, generally, overseeing all assessment-related activities at the Wyoming Department of Education, including assessment issues related to district accreditation and student graduation requirements. Managed two budgets in excess of three million dollars per year, supervised three staff members, several external consultants, and a testing contractor.

Wyoming Department of Education. Cheyenne, WY.

Assessment Specialist. August 1997-October, 1999. Served as a consultant to the Department to help with the development and implementation of the Wyoming Comprehensive Assessment System. Duties included writing background research reports, planning design team meetings, drafting the assessment system technical reports, and writing and reviewing requests for proposals.

School of Education, University of Colorado at Boulder. Campus Box 249, Boulder, CO.

Research Assistant, August 1993-September 1994; August 1995-May, 1997. I worked as a research associate of a variety of assessment related research projects funded by the Center for Research on Student Standards and Testing (CRESST). Supervisor: Dr. Lorrie Shepard

Evaluation Internship, September 1994 - August 1995. As part of a two-person internship team, I served as a co-principal investigator for an evaluation of the National Science Foundation-funded Mathematicians and Education Reform (MER) Forum. This internship was supported by the American Educational Research Association's Grants Program and NSF. Supervisor: Dr. Ernest House.

College of Education, University of Maine, Orono, ME.

Part-time Faculty Member. 1991-1993. Responsibilities include teaching the following graduate and undergraduate courses: EDS 520--Educational Measurement; ESC 525--Planning the Environmental Curriculum; and EDB 221--Introduction to Educational Psychology.

Center for Research and Evaluation, College of Education. University of Maine, Orono, ME.

Research Associate, September 1988-July 1993. Responsibilities included conducting curriculum and program evaluations for school systems and other agencies, managing the Center's data bases and archives, writing grants and funding proposals, writing research and technical reports, and providing research design and statistical consulting services for University faculty and graduate students.

Selected Publications

- Rothman, R. & Marion, S.F. (in press). The next generation of state assessment and accountability. *Kappan*
- Gagnon, D.J., Hall, E. & Marion, S.F. (in press). Teacher evaluation and local control in the United States: An investigation into the degree of local control afforded to districts in defining evaluation procedures for teachers in non-tested subjects and grades. *Assessment in Education: Principles, Policy & Practice*
- Marion, S.F. & Buckley, K. (2016). Design and implementation considerations of performance-based and authentic assessments for use in accountability systems. In Braun, H. (ed). *Meeting the Challenges to Measurement in an Era of Accountability*. New York, NY: Routledge, Taylor & Francis Group.
- Chattergoon, R. & Marion, S.F. (2016). Not as easy as it sounds: Designing a balanced assessment system. *The State Education Standard*, 16, 1, 6-9
- Marion, S.F. (2015). The search for the Holy Grail: Content-referenced score interpretations from large-scale tests. *Measurement: Interdisciplinary Research & Perspectives*
- Domaleski, C., Gong, B., Hess, K., Marion, S., Curl, C., Peltzman, A. (2015). Assessment to support competency-based pathways. Washington, DC: Achieve. www.achieve.org and www.nciea.org
- Marion, S. (2015, Feb). Two sides of the same coin: Competency based education and Student Learning Objectives. Published by Competency Works. <http://www.competencyworks.org/resources/two-sides-of-the-same-coin-competency-based-education-and-student-learning-objectives>
- Marion, S., & Leather, P. (2015). Assessment and accountability to support meaningful learning. *Education Policy Analysis Archives*, 23(9). <http://dx.doi.org/10.14507/epaa.v23.n9.1984>
- Diaz-Bilello, E.B., Patelis, T., Marion, S.F., Hall, E., Betebenner, D. & Gong, B. (2014). Are the Standards for Educational and Psychological Testing Relevant to State and Local Assessment Programs? *Educational Measurement: Issues and Practice*, 33, 4, 16–18
- Marion, S.F., DePascale, C., Domaleski, C., Gong, B., & Diaz-Bilello, E. (2012, May). Considerations for analyzing educators' contributions to student learning in non-tested subjects and grades with a focus on Student Learning Objectives. www.nciea.org.
- Marion, S.F. & Buckley, K. (2011). Approaches and considerations for incorporating student performance results from "Non-Tested" grades and subjects into educator effectiveness determinations. www.nciea.org.
- Buckley, K. & Marion, S.F. (2011). A Survey of Approaches Used to Evaluate Educators in Non-Tested Grades and Subjects. www.nciea.org.
- Marion, S.F. (2010). Constructing a validity argument for alternate assessments based on modified achievement standards. In Perie, M. *Alternate Assessments Based on Modified Achievement Standards*. Baltimore, MD: Brooks Publishing.
- Li, Y., Marion, S.F., Perie, M. & Gong, B. (2010) An approach for evaluating the technical quality of interim assessments. *Peabody Journal of Education*, 85, 2, 163-185
- Perie, M., Marion, S.F., & Gong, B. (2009). Moving towards a comprehensive assessment system: A framework for considering interim assessments. *Educational Measurement: Issues and Practice*, 28, 3, 5-13.
- Marion, S.F. (2009). **Some key considerations for test evaluators and developers**. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 357-360).

- Marion, S. F. & Perie, M. (2009). Validity arguments for alternate assessments. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 115-127). Baltimore, MD: Brooks Publishing.
- Perie, M., Marion, S.F., Gong, B., & Wurtzel, J. (2007). **The Role of Interim Assessments in a Comprehensive Assessment System: A Policy Brief.** www.aspeninst.org and www.ncica.org.
- Marion, S.F. & Gong, B. (2007). Assessing college readiness: A continuation of Kirst. *NCME Newsletter*, 15, 2, 5-7.
- Dunn, J. & Marion, S. F. (2006). **NCLB Growth: What are we learning as reauthorization approaches?** *NCME Newsletter*, 14, 4, 3-4.
- Marion, S. F. & Pellegrino, J. W. (2006). A validity framework for evaluating the technical quality of alternate assessments. *Educational Measurement: Issues and Practice*, 25, 4, 47-57.
- Dunn, J., Gong, B. & Marion, S. F. (2006). NCLB science assessments: A unique opportunity. *Measurement: Interdisciplinary Research and Perspectives*, 4, 4, 242-246.
- Gong, B. & Marion, S. F. (2006). Dealing with flexibility in assessments for students with significant cognitive disabilities. Minneapolis, MN: University of Minnesota, National Center for Educational Outcomes Synthesis Report No. 60. <http://education.umn.edu/nceo/OnlinePubs/Synthesis60.html>.
- Marion, S. F., White, C, Carlson, D., Erpenbach, W. J., Rabinowitz, S., Sheinker, J. (2002) **Making valid and reliable decisions in the determination of adequate yearly progress: A Paper in the Series: Implementing The State Accountability System Requirements Under The No Child Left Behind Act Of 2001.** Washington, D.C.: Council of Chief State Schools Officers.
- Marion, S. F. & Stevens, S. (2001, March). *The Wyoming Assessment Handbook*. Cheyenne, WY: Wyoming Department of Education. <http://www.measuredprogress.org/wycas/WhatsNew/AssessmentHandbook.pdf>
- Marion, S. F., Sheinker, A., Hansche, L., & Carlson, D. (1998, January). Wyoming Comprehensive Assessment System Design Report. Report prepared for the Wyoming State Legislature. Cheyenne, WY: Wyoming Department of Education. http://www.measuredprogress.org/wycas/WDLPP_design.htm
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1998). On the success of failure: A rejoinder to Alexander. *Psychology in the Schools*, 35, 404-406.
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools*, 33, 251-261.
- Borko, H. Mayfield, V. Marion, S. F., Flexer, R., & Cumbo, K. (1997) Teachers' developing ideas and practices about mathematics performance assessment: Successes, stumbling blocks, and implications for professional development. *Teacher and Teacher Education*, 13, 259-278.
- Eisenhart, M., Finkel, E., & Marion, S. F. (1996). Creating the conditions for scientific literacy: A re-examination. *American Educational Research Journal*, 33, 261-296.
- Shepard, L. A. Flexer, R. J., Hiebert, E. H., Marion, S. F., Mayfield, V., & Weston, T. J. (1996). Effects of introducing classroom performance assessments on student learning. *Educational Measurement: Issues and Practice*, 15, 3, 7-18..
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools*, 33, 3.
- Maddaus, J. & Marion, S. F. (1995). Do standardized test scores influence parental choice of high school? *Journal of Research in Rural Education*, 11, 2, 75-83.

National Research Council/National Academy of Science Publications

(Participated as an active committee member and report contributor to the following NRC reports.)

National Research Council. (2014). *Developing Assessments for the Next Generation Science Standards*.

Committee on Developing Assessments of Science Proficiency in K-12. Board on Testing and Assessment and Board on Science Education, James W. Pellegrino, Mark R. Wilson, Judith A. Koenig, and Alexandra S. Beatty, *Editors*. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

Braun, H., Chudowsky, N., & Koenig, J. A. (2010). *Getting value out of value-added: Report of a workshop*. Washington, DC: National Academies Press.

National Research Council. (2010). *State assessment systems: Exploring best practices and innovations: Summary of two workshops*. Alexandra Beatty, Rapporteur; Committee on Best Practices for State Assessment Systems. National Research Council. Board on Testing and Assessment. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

Technical Reports, Studies, Conference Papers and Presentations

Numerous technical reports of evaluation studies produced for such organizations as the National Science Foundation and various state agencies. More than 60 presentations at various national conferences including almost yearly presentations at the American Educational Research Association (AERA)/National Council of Measurement in Education (NCME) annual meetings since 1990 and CCSSO's Large Scale Assessment Conference since 1998.

Honors, Awards, Scholarships and Fellowships

The Spencer Foundation. Spencer Dissertation Fellowship for Research Related to Education. 1998-1999.

The Spencer Foundation & American Educational Research Association. Travel Fellowship Award. 1996-1997.

American Educational Research Association & National Science Foundation. Evaluation Internship Award. 1994-1995.

American Educational Research Association, National Science Foundation, & National Center for Educational Statistics. Selected to participate in the AERA Statistics Institute. April 8-10, 1994.

University of Colorado. University Fellowship awarded by the Graduate School to fund the first year of Ph.D. studies. 1993-1994.

New York State Regents Scholarship. 1975-1979.

National Honor Society. 1974-1975.

Service

Rye School Board, Rye, NH. 2013-present; Board Chair, 2015-present.

Southeast New Hampshire Land Trust—Board member, 2012-present.

National Research Council Committee Member for the following:

- Developing Assessments of Science Proficiency in K-12. Board on Testing and Assessment and Board on Science Education (2013-2014)
- Best Practices for State Assessment Systems (2013-2014)
- Value-Added Model in Education (2009-2010)

AERA, Division D, Robert L. Linn Distinguished Lecture Award. Committee Member: 2009-2012

United States Department of Education. National Technical Advisory Committee Member. 2008-2010

The Keystone Center Board of Trustees 2006-2009

Committee Member: AERA Book Award. 2006-2009

Vita
SUSAN LYONS
Postdoctoral Fellow

Education

University of Kansas, Lawrence, KS

Ph.D. Educational Psychology & Research

May 2015

Track: Research, Evaluation, Measurement & Statistics

Dissertation: *Effect of summer learning loss on aggregate estimates of student growth*

M.S.Ed. Educational Psychology & Research
2013

June

Boston University, Boston, MA

B.A. Mathematics & Math Education, *Cum Laude*

May 2010

AWARDS

KU School of Education Merit Scholarship
2015

2013-

Mary Oyster O'Guin Memorial Scholarship
2015

2013-

Kingsbury Center Data Award

2014

KU Graduate Studies Summer Research Fellowship

2014

Professional Experience

Center for Assessment, Dover, NH

2015 –

Present

Postdoctoral Fellow

Provide technical expertise and support related to assessment and accountability systems. My work currently centers on promoting and evaluating quality in assessments, accountability systems, and methods of educator evaluation. Notable projects include the New Hampshire Performance Assessment for Competency Education project where I lead much of the design and analysis to support the validity and sustainability of this innovative accountability system. Other projects include supporting the Georgia Educator Effectiveness Technical Advisory Committee, the Pennsylvania Text-Dependent Analysis Research Study, and CCSSO's Accountability Systems and Reporting SCASS.

<p>Boston College, Chestnut Hill, MA <i>Part-time Faculty</i> Designed and taught graduate-level statistics courses for beginning and advanced doctoral students in the Lynch School of Education. Statistical theory is emphasized along with computer software applications. Served as the supervisor for graduate teaching assistants.</p>	2015
<p>Center for Research on Learning, Lawrence, KS 2014 <i>Graduate Research Assistant</i> Position funded by IES award entitled: <i>An Adaptive Testing System for Diagnosing Sources of Mathematics Difficulties</i>. Under the supervision of Drs. John Poggio and Susan Embretson, I worked with a team at Georgia Institute of Technology to carry out key functions associated with the grant.</p>	2012 –
<p>Center for Educational Testing and Evaluation, Lawrence, KS 2012 <i>Graduate Research Assistant</i> Member of the team responsible for development, quality assurance, alignment, and timely release of all Kansas summative state assessments, including alternate and accommodated forms.</p>	2011 –
<p>Colegio Menor, Cumbaya, Ecuador 2011 <i>Seventh Grade Math Teacher</i> Taught four classes with a total of 79 seventh graders. Maintained open and effective communication with Spanish-speaking parents about student learning and progress.</p>	2010 –

Publications

- DePascale, C., Dadey, N., & Lyons, S. (*in development*). Score comparability across computerized assessment delivery devices.
- Buckley, K., Lyons, S. (*in development*). Teacher and leader perceptions of student learning objectives.
- Evans, C., Lyons, S. (*under review*). Comparability in innovative assessment systems for state accountability.
- Lyons, S., Poggio, J. (*under review*). Consequence of summer learning loss on annual estimates of student growth.
- Lyons, S., & Hall, E. (2016). *The role of the Standards for Educational and Psychological Testing in establishing a methodology to support the evaluation of assessment quality*. National Center for the Improvement of Educational Assessment (Center for Assessment).
- Hall, E. & Lyons, S. (2016). *A guide to evaluating college- and career-ready assessments: Focus on test characteristics – Evaluation methodology*. National Center for the Improvement of Educational Assessment (Center for Assessment).
- Hall, E. & Lyons, S. (2016). *A guide to evaluating college- and career-ready assessments: Focus on test characteristics – Criteria evaluation framework*. National Center for the Improvement of Educational Assessment (Center for Assessment).
- Whetstone, P., Gillmor, S., & Schuster, J. (2015). Effects of a metacognitive social skills intervention in a rural setting with at-risk adolescents. *Rural Special Education Quarterly*, 34(2).
- Gillmor, S., Poggio, J., & Embretson, S. (2015). Effects of reducing cognitive load of mathematics test items on student performance. *Numeracy*, 8(1), 4.

- Gillmor, S., & Rabinowicz, S. (2013). Understanding geometry and measurement through service-learning. *Mathematics Teaching in the Middle School*, 19(1), 55-58.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2012). Differential outcomes for American college students engaged in community service learning involving youth and adults. *Journal of Experiential Education*, 35(3), 447-463.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2012). The impact of community service learning upon the expected political voice of participating college students. *Journal of Adolescent Research*, 27(1), 44-77.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2011). The impact of philosophy and theology service-learning experiences upon the public service motivation of participating college students. *Journal of Higher Education*, 82(5), 597-628.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2011). The impact of community service learning upon the worldviews of business majors vs. non-business majors at an American university. *Journal of Business Ethics*, 98(3), 458-504.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2010). Complicating college students' conception of the American Dream through community service learning. *Michigan Journal of Community Service Learning*, 17(1), 5-19.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2010). Community service learning and conceptions of poverty among American college students. *Analyses of Social Issues & Public Policy*, 10 (1) 215-236.
- Seider, S., Gillmor, S., Leavitt, J., & Rabinowicz, S. (2009). Puzzling over community service and reflection. *Journal of College & Character*, 10 (7), 1-8.
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Conference Presentations

- Marion, S., Lyons, S., & Thompson, J. (2016, June). *First in the nation: New Hampshire's leading edge assessment and school accountability pilot*. Symposium presented at CCSSO's National Conference on Student Assessment, Philadelphia, PA.
- Thompson, J., Simaska, D., & Lyons, S. (2016, June). *Text Dependent Analysis: Building teacher capacity to instruct for a new item type*. Symposium presented at CCSSO's National Conference on Student Assessment, Philadelphia, PA.
- Lyons, S. (2016, April). *Investigating the technical quality of reported scores*. Paper presented as part of symposium entitled "Beyond the Bubble Test: A Progress Report on Year One of New Hampshire's Performance Assessment of Competency Education Pilot Accountability Project" at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.
- Lyons, S., Hall, E., & Patelis, T. (2016, April). *Using the standards to support assessment quality evaluation*. Paper presented at the annual meeting of the National Council on Measurement in Education, Washington, D.C.
- Evans, C., & Lyons, S. (2016, April). *Comparability in balanced assessment systems for state accountability*. Paper presented as part of symposium entitled "Advances in Balanced Assessment Systems: Conceptual framework, informational analysis, application to accountability" at the annual meeting of the National Council on Measurement in Education, Washington, D.C.
- Buckley, K., & Lyons, S. (2016, April). *Teacher and leader perceptions of and engagement with student learning objectives in one state*. Paper presented at the annual conference of the American Educational Research Association, Washington, D.C.

- Lyons, S., & Buckley, K. (2015, October). *Perceptions of student learning objects: Lessons learned from data meeting observations*. Paper presented at the annual conference of the Northeastern Educational Research Association, Trumbull, CT.
- Evans, C., & Lyons, S. (2015, September). *Quality control across political boundaries*. Presentation given at the 2015 Reidy Interactive Lecture Series, Boston, MA.
- Patelis, T., Gong, B., Hall, E. & Gillmor, S. (2015, June). *Evaluating the quality of assessments*. Symposium presented at CCSSO's National Conference on Student Assessment, San Diego, CA.
- Gillmor, S., Betebenner, D., & Marion, S. (2015, April). *The effect of summer learning loss on annual estimates of student growth for teacher evaluation*. Paper presented at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.
- Hall, E., Gillmor, S., Gong, B., Hess, K., Marion, S., & Patelis, T. (2015, April). *Assessment quality related to college and career readiness assessments*. Paper presented at the annual meeting of the National Council on Measurement in Education, Chicago, IL.
- Poggio, J., Gillmor, S., Sipahi, R., & Jiang, Z. (2015, April). *An error analysis examining international assessments and resulting country equivalence*. Paper presented at the annual meeting of the National Council on Measurement in Education, Chicago, IL.
- Gillmor, S., & Skorupski, W. (2014, April). *Comparing the estimates of teacher effects using VAMs and SGPs*. Paper presented at the Cognition and Assessment Special Interest Group Business Meeting, Philadelphia, PA.
- Gillmor, S., Poggio, J., & Embretson, S. (2014, April). *Effects of reducing the cognitive load of mathematics items on student performance*. Paper presented at the annual conference of the American Educational Research Association, Philadelphia, PA.
- Gillmor, S., Poggio, J., Longabach, T. & Papanastasiou, E. (2014, April). *A new threat to validity: An examination of cultural discrepancies in omission rates on international assessments*. Paper presented at the annual conference of the American Educational Research Association, Philadelphia, PA.
- McJunkin, L., Poggio, J., & Gillmor, S. (2014, April) *Construct validity and fairness of technology-enhanced items for visually-impaired students*. Paper presented at the annual meeting of the National Council on Measurement in Education, Philadelphia, PA.
- Gillmor, S., & Carter, K. (2013, October). *Improving the usability of the concerns-based adoption model: Validation of a revised diagnostic tool for measuring levels of use*. Paper presented at the annual conference of the American Evaluation Association, Washington, DC.
- Poggio, J., Gillmor, S., & Poggio, A. (2013, April). *A formative assessment tutorial model in mathematics*. Paper presented at the annual meeting of the National Council for Measurement in Education, San Francisco, CA.
- Rabinowicz, S., & Gillmor, S. (2013, March). *Understanding geometry and measurement through service-learning*. Paper presented at the annual National Service-Learning Conference, Denver, CO.
- Carter, K., & Gillmor, S. (2013, March). *The influence of achievement on specific reading indicators on achievement in overall math and specific math indicators*. Poster presented at the University of Kansas' Annual Capitol Graduate Research Summit, Lawrence, KS.
- Whetstone, P., Gillmor, S. & Schuster, J. (2013, February). *Social skills change student behavior*. Paper presented at the annual conference for the Learning Disabilities Association of America, San Antonio, TX.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2010, June). *Differential outcomes for American college students engaged in community service learning involving youth and adults*. Paper presented at The Future of Community Engagement in Higher Education conference, Boston, MA.

Professional Affiliations

American Educational Research Association

Division D – Measurement and Research Methodology

National Council for Measurement in Education

New England Educational Research Organization

Northeastern Educational Research Association

Vita
JERALDINE R. THOMPSON
Senior Associate

Senior Associate. 2011-present. The National Center for the Improvement of Educational Assessment, Inc.

- Provide guidance on the planning, developing, and implementing Student Learning Objectives, including SLO tools, processes, assessment materials, and professional development
- Provide guidance to state departments of education and districts on the development of assessments and assessment systems
- Provide professional development and on-going support on analyzing assessments for content validity and appropriate rigor
- Provide professional development on understanding the CCSS and text complexity

Independent Consultant, 2005-2010

Project Manager, Extended Learning Time: Component of the School Improvement Grant; Pittsburgh Public Schools; Pittsburgh, PA

- Design and detail work plan for the implementation of extended learning time at identified low performing high schools. Provide school-by-school schedule of offerings and options, including timing of offerings, days of the week, and relationship with activities and other out-of-school time activities. Identify staffing needs at each school and monitor the hiring of staff positions, including certification and position profiles. Establish student enrollment and accountability systems including attendance, grades, and credits. Revise and monitor budgets for each school including executing necessary purchases and payroll changes. Aligning the extended learning time program with state standards and district curriculum.

Curriculum and Assessment Consultant, Windsor Southeast Supervisory Union, VT, Mrs. Madelyn Burke

- Provide professional development and on-going support on the use of formative and summative assessments, rubrics, and the analysis of student work.
- Developed K-12 ELA curriculum, common assessments, and rubrics

WestEd's NAEP-SAT ELA Alignment Study, March 8-12, 2010. Served as an ELA content expert. Examined assessment questions on NAEP and SAT to identify alignment to standards and cross-standards.

Manchester Bidwell Corporation, Mr. Bill Strickland

- Created a concept paper for the Pittsburgh Oliver Program.
- Developed curriculum for the arts and vocational programs

Educational Research, The National Center for the Improvement of Educational Assessment, Dr. Karin Hess, Dr. Scott Marion

- Developed common science and social studies assessments for New York City Public Schools. Facilitated the teachers in developing assessments aligned to the Common Core State Standards and the New York Standards, along with ensuring cognitive rigor through the analysis of Webb's Depth of Knowledge.

- Assisted in organizing, analyzing, and summarizing **Learning Progressions in Science for NAAC**. Facilitated the expert science panel in prioritizing the bigger ideas within the science standards and research necessary for all students to learn and be able to demonstrate understanding of at the elementary, middle, and high school level, as well as at grade spans within these levels. Anticipate facilitating work with master teachers in August to identify aligned curriculum topics and grade-appropriate materials, design curricular units for selected topics, modify texts, materials and instructional activities to ensure access by students with severe cognitive disabilities.
- Assisting in providing technical and professional development to support **Park County Schools, Wyoming, for Assessment Development/Refinement and Implementation**. This work involves meeting with administration to identify and review relevant district and school background information, including curriculum documents, current and draft assessments, and district-related initiatives. Professional development activities will be developed based on their current programs and practices. Assisting in the design of workshop materials, facilitating a 5-day summer institute with school staff.
- Assisting in providing technical and professional development to support **New York City Public Schools, NY, for Assessment Development/Refinement and Implementation**. This work involves meeting with administration to identify and review relevant district and school background information, including curriculum documents, current and draft assessments, and district-related initiatives. Professional development activities will be developed based on their current programs and practices. Assisting in the design of workshop materials, facilitating a 2-day summer institute with school staff.
- Assisted in organizing, analyzing, and summarizing data collected and recorded by teachers on **Learning Progressions in ELA and Mathematics for Hawaii Department of Education**. Teacher identified grade level benchmarks were analyzed against research to ensure appropriateness. This work also involved observing teachers in their classrooms to collect information on use of instructional strategies to support struggling learners, and consequently all learners.
- Analyzed **Maryland's Fine Arts Assessment Limits** (music, theatre, dance, and visual arts) for alignment to the English language Arts Voluntary State Curriculum Standards. This alignment included identifying the ELA standards, summarizing the responses from individuals regarding each assessment limit, and analyzing the findings.

Science Trainer, Exemplars, Inc., Dr. Ross Brewer

- Provide national training on the use of science Exemplars as an assessment strategy.

Science Trainer, Carolina Biological, Ms. Cathy Yount

- Provide national training on the use of Carolina Biological science program as an a teaching-learning resource.

Education

- 2003 Doctoral Degree, Educational Leadership, NOVA Southeastern University
North Miami Beach, Florida
- 1999 Master of Science, School Administration, Western Maryland College
Westminster, Maryland
- 1996 Master of Science, Reading Specialist, McDaniel College (formerly Western Maryland
College); Westminster, Maryland
- 1992 Elementary Education Certification, McDaniel College (formerly Western Maryland
College); Westminster, Maryland
- 1981 Bachelor of Science, Major: Communication Disorders (speech pathology & audiology)
Radford University; Radford, Virginia

Teaching Experience

Times Squared Academy Providence, RI

2005–June 2010 Director of Academics (K-12)

Duties: Academic and Instructional Program

- Develop long- and short-range instructional plans, goals, and objectives through a systematic process.
- Develop new programs or educational models to meet federal and state guidelines and/or for creating successful innovations.
- Evaluate the instructional program and makes recommendations to the Education Committee for desirable change.
- Supervise and assist in the development of grants.
- Instruct and guide the instructional deans on monitoring the implementing all instructional aspects and guidelines of the state standards and Academy curriculum.
- Provide direction and approval for the implementation of extra-curricular programs and co-curricular activities.
- Direct the K-12 schedule to meeting the academic and instructional needs based on current finances and/or instructional changes.

Curriculum Development

- Research and provide leadership for the development of grade level and content area curriculum to be aligned with state and national standards, grade span and grade level expectations, and AAAS's Project 2061.
- Work to ensure curricular alignment in all grade levels and content areas.
- Provide leadership in the establishment of on-going assessments in all content areas and monitors the results.
- Apply research and data to improve the content, sequence, and outcomes of the teaching/learning process.

- Evaluate and select instructional materials to meet student learning needs, including the use of technology in the teaching-learning process.
- Authorize the use of or the deletion of learning materials for school programs.
- Maintain a listing of recommended and approved texts and other teaching materials.
- Monitor the results of state assessments.

Supervision

- Assist with the recruitment and selection of administrative staff.
- Evaluate all academic staff, which may include non-tenured teachers and tenured teachers in the elementary and secondary divisions.
- Employ effective management practices that promote collegiality, teamwork, and collaborative decision-making among staff members.
- Provide effective two-way communication channel with staff, senior leadership and with the Board of Directors.
- Ensure that administrative personnel contribute to the attainment of the Academy's mission, goals and objectives.

Professional Development/Inservice

- Develop and deliver or provide guidance for effective staff development activities that address the curriculum guidelines, program evaluation outcomes, and input from teachers, instructional deans, and specialists.
- Evaluate staff development activities.
- Function as a liaison to RIDE to ensure that academic programs and curriculum is aligned with state mandates and shares information obtained with varied constituents.

Instructional Budget

- Compute budgets and cost estimates for academic needs and practice responsible fiscal control over assigned academic program budgets.

Policy, Procedures, and Data

- Assist in the development of policies and administrative regulations required by the Academy.
- Attend appropriate Board Committee meetings and prepare expected reports on the status of programs and services.
- Prepare regular reports needed for compliance with state regulations and national accreditation.
- Direct the preparation and revision of job descriptions, the classification of positions, and a recommended for competitive salary structures providing cost analysis of salary and wage adjustments for the budgeting process.

2003 – 2005 Principal & K-12 Director of Curriculum & Instruction

Duties: Establish a charter elementary school as a cohesive feeder school to the existing middle and high charter school.

- Begin the creation of elementary curriculum in all content areas to match Project 2061 Science Literacy Benchmarks and state and national standards and to provide professional development for teachers in developing cohesive units of study.

- Develop school-based assessments matching the established curriculum and to provide professional development for teachers in the use of these assessments.
- Assist with the analysis of the K-12 state assessments in English Language Arts and math and determine the needs of the school in order to ensure gains in student achievement.
- Monitor the academic progress of students as they move from Kindergarten to grade 12, with a particular emphasis in reading and writing, in meeting standards and determining appropriate literacy interventions for struggling students.
- Provide professional development for K-12 staff in current best practices in literacy.
- Maintain high standards of student behavior and discipline.
- Hire, supervise, and evaluate all assigned professional and support staff.

Major Accomplishments:

- Assisted with the hiring of teaching personnel, administrative staff, reading specialist, and Title I assistants.
 - Established curriculum committees to examine standards and performance expectations in all content areas in the elementary grades.
 - Created a standards-based report card for students in grades Kindergarten through fifth grade.
 - Identified and purchased narrative and expository leveled texts for the purposes of teaching guided reading, genre studies, author studies, and integration with science, social studies, and math.
 - Created a quarterly literacy assessment plan for all elementary students in order to monitor student achievement. These assessments incorporated student knowledge of print-sound code, reading comprehension, purposes for writing, and language use and conventions in writing.
 - Collaboratively identified the curriculum indicators for the social studies content area in all elementary grades through a backward-mapping process in order to create a cohesive curriculum.
 - Created integrated performance-based assessments for each unit of study within the social studies and writing content areas.
 - Began articulation meetings with the middle school teachers in order to analyze the identified curriculum expectations.
 - Provided planned, purposeful, and on-going professional development in the area of literacy for both elementary and secondary staff. Established both an elementary and secondary literacy newsletter which reinforced and enhanced the tenets of the professional development.
 - Established an elementary after-school and summer school program for students struggling in
-

reading, writing, and/or math.

**Newport Public Schools
Newport, Rhode Island 02840**

2002-2003 Carey Elementary School, Principal

Duties: To effectively manage all aspects of an elementary school to ensure a positive educational experience for students and optimum working conditions for staff.

Major Accomplishments:

- Planned and facilitated school-based professional development in research-based literacy practices including understanding the before/during/after reading process, guided reading, reading comprehension strategies, and integrated content reading instruction.
- Planned and facilitated grade level professional development for the district teachers with the Elementary Literacy Coordinator on literacy topics:
 - Understanding New Reference Standards
 - Principles of Learning: Academic Rigor, Clear Expectations, & Accountable Talk
 - Informal/Formal Assessments
 - Comprehensive Literacy Program
 - Literacy Centers
 - Differentiated Instruction through Guided Reading & Literature Circles

Co-organizer of the first K-12 Summer Literacy Institute for the district. Planned, facilitated, and conducted keynote addresses and various sessions on literacy in conjunction with other team members.

- Established a schedule and protocols for examining student work and assessment data, and for monitoring student progress.
- Established an after-school reading program for struggling readers in the intermediate grades.

**Frederick County Public Schools
Frederick, Maryland 21701
(All position changes for FCPS are determined through Central Office)**

2000-2002 Monocacy Elementary School, Principal

Duties: To provide instructional leadership for the school community. To develop a vision for fundamental school change and communicate it to all staff, parents, and students.

Major Accomplishments:

- Introduced a protocol for examining student work and teacher practice to determine quality work:
 - Understand the learning outcomes
 - Determining reliability scoring
 - Examining student responses

- Determining teaching points
- Determining flexible grouping needs
- Implemented and facilitated a Leadership Team to ensure that school goals are aligned with the state and county goals to include:
 - Established the use of technology for reading-writing connection and content area thinking process & presentations
 - Implementation of before/during/after reading strategies
 - Creating performance assessments and developing scoring tools for integrated performance assessments.
 - Use of assessments to drive instruction
 - Coordinated and facilitated the change of the school's traditional kindergarten and first grade schedule to include a guided reading/literacy lab schedule.
 - Established and implemented an English Language Learners (ELL) magnet program and in Title I program.

1999-2000 Walkersville Elementary School, Assistant Principal

1997-1999 Hillcrest Elementary School, Assistant Principal

1989-1997 North Frederick Elementary School

1996-1997	Fifth Grade Teacher
1994-1996	Fourth Grade Teacher
1992-1994	Third Grade Teacher
1989-1992	Pre-K Teacher

Memberships in Professional Organizations

- Member of *National Association of Elementary School Principals* (NAESP)
- Member of *Association for Supervision and Curriculum Development* (ASCD)
- Member of *International Reading Association* (IRA)
- Member of *National Science Teachers Association* (NSTA)

Publications

Mecca, S. & Thompson J. (2006). *Complexity, Challenge, and Creation in Curriculum Design*.
 Mecca, S. & Thompson J. (2009). *A not so astonishing hypothesis: US slippage in math-science pre-college education*

Vita
DAMIAN BETEBENNER
Senior Associate

Professional Experience

Senior Associate. 2007-present. The National Center for the Improvement of Educational Assessment, Inc. Work with states on development and implementation of growth models and incorporation of those models into accountability systems. Develop reporting systems for results to facilitate proper use and interpretation of results. Member measurement TACs in Michigan and Idaho.

Assistant Professor. 2004 - 2007. Lynch School of Education, Department of Educational Research, Measurement and Evaluation, Boston College: Conduct research in issues related to applied statistics and policy, supervise graduate students, and teach various courses in the department.

Research Associate. 2001- 2004. Center for Research on Evaluation, Standards, and Student Testing) CRESST and (Education in the Public Interest Center) EPIC: Conducted multilevel "value added" analyses of student growth and examined the ACT assessment and its use as part of the Colorado Student Assessment Program (CSAP).

Intern. Summer 1999. ACT Inc., Iowa City, Iowa: Did research with ACT statistician Matthew Schultz on hierarchical logistic regression.

Teaching Assistant. 1998- present. intermediate statistics, School of Education, University of Colorado, Boulder: Taught intermediate statistics course including choosing text and redesigning class format.

Research Assistant. 1996 - 1997 School of Education, University of Colorado, Boulder: Conducted generalizability and trend analyses on data from state administered assessments.

Teaching Assistant. 1989 - 1995. Department of Mathematics, University of Wyoming: Taught courses in college algebra, trigonometry, calculus, and linear algebra.

Honors & Awards

2010

- National Council of Measurement in Education, Annual Award for Outstanding Dissemination of Educational Measurement Concepts to the Public. In recognition of work disseminating The Colorado Growth Model

2009

- Adobe Max Award Finalist for *The Colorado Growth Model: Changing Conversation about Education through Data Visualization.*

Education

Ph.D. 2001. University of Colorado, Boulder concentration in Education.

Ph.D. 1995. University of Wyoming concentration in mathematics.

M.S. 1993. University of Wyoming concentration in mathematics.

B .A. 1988. University of Wyoming concentration in mathematics.

Selected Presentations and Publications

2014

- CCSSO/NCIEA Invited Colloquium: Growth During Transition with SBAC.
- CCSSO Growth During Transition symposium. New Orleans, LA
- NCME Training Session: Software Development meets Measurement, Philadelphia, PA

2013

- CCSSO/NCIEA Invited Colloquium: Growth During Transition with PARCC.
- NCME Training Session: SGP. 2013 NCME Annual Conference, San Francisco, CA

2012

- NCME Training Session: SGP. 2012 NCME Annual Conference, Vancouver, Canada

2011

- NCME Training Session: SGP. 2011 NCME Annual Conference, Denver, CO.

2010

- Betebenner D. W. & Linn, R. L., *Growth in Student Achievement: Issues of Measurement, Longitudinal Data Analysis and Accountability*. National Conference on Next Generation K-12 Assessment Systems, March 8-9, Washington D.C. <http://www.k12center.org/rsc/pdf/BetebennerandLinnPresenterSession1.pdf>
- Exploring Student Growth Using Large Scale Assessments: Changing Conversations about Education. Student Growth Models & Value-Added Assessments, CNA-REL Appalachia, Alexandria, VA, April 8, 2010
- NCME Training Session: Data Visualization using R. 2010 NCME Annual Conference, Denver, CO.

2009

- NCME Training Session on the calculation of Student Growth Percentiles. 2009 NCME Annual Conference, San Diego, CA.
- Betebenner, D. W. (2009) Growth, standards, and accountability. (Paper presented at the 2009 NCME Annual Conference, San Diego, CA. Available online at <http://www.nciea.org/publications/>)
- Betebenner, D. W. (2009) Norm- and Criterion-referenced student growth. *Educational Measurement: Issues and Practice* 28(4), 42-51.
- Betebenner D. W. & Linn, R. L., *Growth in Student Achievement: Issues of Measurement, Longitudinal Data Analysis and Accountability*. Paper presented at the Exploratory Seminar on Next Generation K-12 Assessment Systems. Educational Testing Service, Princeton, NJ, December 7 2009.

2008

- Betebenner, D. W. (2008). Toward a normative understanding of student growth. In K. E. Ryan & L. A. Shepard (Eds.), *The future of test-based educational accountability* (pp. 155–170). New York: Taylor & Francis.
- Betebenner, D. W. (2008, April). Norm- and criterion-referenced student growth. (Paper presented at the 2008 NCME Annual Conference, New York, NY. Available online at [http://www.nciea.org/publications/normative criterion growth DB08.pdf](http://www.nciea.org/publications/normative%20criterion%20growth%20DB08.pdf))

- The Impact of Performance Level Misclassification on the Accuracy and Precision of Percent at Performance Level Measures. *Journal of Education Measurement*, June 2008

2007

- Reference Growth Charts for Educational Outcomes. AERA Annual Meeting, Chicago, IL, April 2007.
- Using Student Progress to Assess Performance Level Alignment Across Grades. AERA Annual Meeting, Chicago, IL, April 2007.
- The Impact of Performance Level Misclassification on Percent at Performance Level Measures. AERA Annual Meeting, Chicago, IL, April 2007.
- Absolute versus Relative Measures of Growth in Value-Added Models. Minnesota Value-Added Symposium, February 23rd, 2007.
- Growth as a Description of Process. The CRESST Conference, Festschrift in Honor of Robert L. Linn. Los Angeles, January 22, 2007.

2006

- Betebenner, D.W., Shang, Y., Xiang, Y., Zhao, Y., and Yue, X. The Impact of Performance Level Misclassification on Percent at Performance Level Measures. To appear in *Journal of Educational Measurement*.
- The Data Doesn't Speak for Itself. Paper presentation, CCSSO Conference on Large Scale Assessment, San Francisco, CA, June 2006.
- Growth as a Measure of Process. Paper presentation, NCME Annual Meeting, San Francisco, CA, April 2006.
- Lord's Paradox with Three Statisticians. Paper presentation, AERA Annual Meeting, San Francisco, CA, April 2006.
- Authentic use of Software and Technology in an Applied Statistics Course. Paper presentation, AERA Annual Meeting, San Francisco, CA, April 2006.

2005

- Betebenner, D.W. (2005) Using control structures with Sweave. *R Newsletter* 5(1), 40–44.
- Betebenner, D.W., Howe, K.R., and Foster, S.S. (2005) On School choice and test based accountability. *Education Policy Analysis Archives* 13(41).
- Performance Standards in Measures of Educational Effectiveness, Paper presentation, CSSO Conference on Large Scale Assessment, San Antonio, TX, June 2005.

2004

- Schultz, E.M., Betebenner, D. W. and Ahn, M. (2004) Hierarchical Logistic Regression. *Journal of Educational Measurement* 41(3), 271–286
- Betebenner, D.W. and Doran, H.C. (2004) A Proposal for Modeling Student Growth as Outlined by HB 04-1433. (Technical report for Colorado Department of Education).
- Doran, H.C. and Betebenner, D.W., Supporting Implementation of House Bill 04-1433: A Preliminary Analysis of a Value-added Model. (Technical report for Colorado Department of Education).
- On school choice and test based accountability. Paper presentation, AERA Annual Meeting, San Diego, CA, April 2004.

- Using relational databases to implement mixed-method analyses. Paper presentation, AERA Annual Meeting, San Diego, CA, April 2004.

2003

- Betebenner, D.W. (2003) An analysis of academic growth using 2001 and 2002 CSAP reading scores. (Technical report for Colorado Department of Education).
- Mixing choice and accountability: A witches' brew? Paper presentation, AERA Annual Meeting, Chicago, IL, April 2003.

2002

- Howe, K.R., Eisenhart, M., Betebenner, D.W. (2002) The price of public school choice. *Educational Leadership* 59(7), 20–24.
- Linn, R.L., Baker, E.L., and Betebenner, D.W. (2002) Accountability systems: Implications of requirements of the No Child Left Behind Act of 2001. *Educational Researcher* 31(6), 3–16.

2001

- Howe, K.R., Eisenhart, M., and Betebenner D.W. (2001) A school choice crucible: A case study of Boulder. *Phi Delta Kappan* 83(2), 137–146.
- Betebenner, D.W. and Howe, K.R. (2001) Implications for the use of the ACT within the Colorado Student Assessment Program. (Technical report for Colorado Department of Education).

Professional Activities and Affiliations

Professional Societies

American Educational Research Association, 1997 – present. National Council on Measurement in Education, 1998 – present. Phi Beta Kappa and Phi Kappa Phi, 1987.

Honors and Awards

Received funding from Colorado Department of Education to conduct a study on the use of the ACT assessment as part of the Colorado Student Assessment Program (CSAP), 2001.

Outstanding Doctoral Student, School of Education, University of Colorado, Boulder, 2001.

AERA dissertation grant for research using large-scale databases, 1998 – 2000.

TIMSS Seminar on the use and analysis of TIMSS data, 1997.

Computer Software and Language Expertise

Software: SPSS, R/S-Plus, SAS, MlwiN, Excel, Dreamweaver.

Languages: HTML, L^ATEX, SQL.

Operating Systems: Linux/Unix, Windows, OS X

Vita
JUAN M D'BROT IV
Senior Associate

Education

Doctor of Philosophy Major: Quantitative Psychology	Capella University Concentration: Industrial/Organizational	September, 2014 GPA: 4.00/4.00
Master of Arts Major: Communication Studies	West Virginia University Concentration: Theory and Research	June, 2006 GPA:3.92/4.00
Bachelor of Arts Major: Communication Studies	West Virginia University Concentration: Data Analysis	May, 2005 GPA: 3.39/4.00

Career Objective

To obtain a position in an organization that improves the state of the assessment and accountability industry with a focus on enhancing the understanding of student performance through integrated systems, cohesive achievement expectations, authentic assessment practices, secure and accessible infrastructure, informative reporting, and to supporting systems based on sound theories of action.

Expertise

Accountability Development, Assessment Design, Research Design, Large Scale Assessment, Reporting and Visualizations, Research Methods, Federal and State Accountability, Program and Impact Evaluation, Standard Setting.

Academic and Career Experience

Organizational and Educational Psychology; Psychometrics; Organizational Development; Strategic Planning; Logic Modeling; Program Evaluation; Evaluation of Technical Assistance; Evaluation Capacity Building; Evaluation Theory, Practice, and Use; Organizational and Interpersonal Communication

Training

- 04/15 **Multidimensional Item Response Theory: Theory and Applications and Software, National Council for Measurement in Education, Chicago, IL.**
- 04/15 **A Graphical and Nonlinear Mixed Model Approach to IRT with the R Package FLIRT, National Council for Measurement in Education, Chicago, IL.**
- 04/15 **Equating in R, National Council for Measurement in Education, Chicago, IL.**
- 04/12 **IRT-Based Test Linking in R, National Council for Measurement in Education, Vancouver, Canada.**
- 04/12 **Assessing 21st Century Skills, National Council for Measurement in Education, Vancouver, Canada.**

- 03/12 Value Added Model for Analyzing Teacher Effectiveness: Short Course, Society for Research on Educational Effectiveness, Washington, D.C.
- 03/12 Quantile Regression: Moving Beyond Mean Impacts, Society for Research on Educational Effectiveness, Washington, D.C.
- 07/08 Hierarchical Linear Models II: Special Topics, Inter-Consortium for Political and Social Research (ICSPR) at the University of Michigan, Ann Arbor, MI.
- 11/07 Experimental Design, American Evaluation Association, Baltimore, Maryland
- 11/07 Logic Models and Program Theory, American Evaluation Association, Baltimore, Maryland.
- 06/07 Hierarchical Linear Models I: Introduction, Inter-Consortium for Political and Social Research (ICSPR) as part of the Institute for Social Research at the University of Michigan, Amherst, MA.
- 03/07 to 05/07 Project Management Applications, Garnet Career College, Charleston, West Virginia
- 01/07 to 02/07 Fundamentals of Project Management, Garnet Career College, Charleston, West Virginia
- 10/06 to 11/07 Practical Rasch Measurement, The Institute for Statistics Education
- 10/06 Online Course in the Protection of Human Research Subjects, Collaborative IRB Training Initiative, Edvantia, Charleston, West Virginia
- 09/06 QSR N(Vivo)7 Training. Edvantia, Charleston, West Virginia
- 08/06 SPSS Headquarters Chicago, 3-day workshop on Advanced Statistical Regression Using the Statistical Package for the Social Sciences (SPSS)

Professional Experience

- 02/16 to Present *Senior Associate*, Center for Assessment (NCIEA), Dover, New Hampshire.
- The Center's mission is to contribute to improved student achievement through enhanced policies and practices in educational assessment and accountability. This mission is carried out by working with states and other educational agencies to engage in effective design and implementation. This includes providing customized support to states and districts in designing, implementing, and improving fair, effective, and legally defensible assessment and accountability programs. The Center's staff provides the full range of support, including technical analyses, policy support, documentation and communication, and training from designing an accountability system to meet a legislative mandate through designing effective programs in support of low-performing schools. This also includes coordinating Technical Advisory Committees that help ensure a state's evolving assessment and accountability programs receive the best on-going technical advice possible, focused on the specific issues and decision-making needs of the individual state

or district. Additionally, this includes developing and disseminating practical standards for assessment and accountability programs that include specific information about what states and districts should do today to have technically sound programs.

07/15 to 02/16

Senior Director, Research, Data Recognition Corporation, Maple Grove, Minnesota

Responsible for leveraging large-scale assessment experience to provide leadership and assessment vision as the liaison between DRC Research and other departments to develop and disseminate strategic and technology-based solutions aligned to DRC's assessment programs. Responsible for designing, computing, and evaluating all traditional and IRT statistical analyses, including defining, managing, and monitoring all psychometric analyses. Responsibilities also include producing project documentation and statistical reports; conducting standard setting; enhancing test development processes and systems; working with research associates, statistical analysts, and state departments of education throughout the item and test development processes; and supporting business development efforts.

07/14 to 07/15

Director, Strategic Research Solutions, CTB/McGraw-Hill, Monterey, California

Provides thought leadership and informs the assessment vision for CTB in terms of research, solutions, programs, products and other services that focus on student achievement and performance. Utilizes first-hand knowledge of customer needs and best practices to direct assessment design, research, technology, and other solutions as well as product/service/development and innovation. Serves as a liaison between CTB Research and other departments to develop strategic and technology-based solutions closely aligned with our state and local educational agency assessment staff. Oversees the Standard Setting team and manages Sample Acquisitions in conducting national and regional field studies for CTB's published tests and custom contracts.

08/13 to 07/14

Executive Director of Assessment, Accountability, Research, and Evaluation, West Virginia Department of Education, West Virginia

Responsible for developing and overseeing multiple offices' projects, studies and budgets, including a \$70 million dollar contract and an approximately \$15 million dollar annual budget. Also responsible for managing the day-to-day work of the unit's activities, assessment development, implementation, and training for statewide use. In addition to day-to-day duties, responsible for working closely with vendors who are contracted by WVDE, preparing and responding to requests for proposals, requests for quotes, and other publications, and developing and delivering local, state and national presentations. Responsibilities also include working with psychometricians to determine appropriate statistical analysis relevant to assessments and research, costing all projects, maintaining budgets, and working with a variety of offices within the department to drive the division's and department's initiatives. Position also requires proficiency in data analysis, report preparation, and dissemination of findings to appropriate audiences.

Oversaw development and revisions to federal accountability system to meet the requirements of the *Elementary and Secondary Education Act*. Also responsible for the strategic and direct oversight of the WVDE's Office of Research, which provides grant-based evaluation services and provides independent research and evaluation services for department programs and initiatives before (design), during (consultation), and after (impact) implementation.

Served on the Superintendent's Cabinet for WVDE and the Executive Committee for Smarter Balanced Assessment Consortium'. Responsible for West Virginia's implementation of the Smarter Balanced assessment as state lead.

07/10 to 08/13

Executive Director of Assessment and Accountability, West Virginia Department of Education, West Virginia

Responsible for developing and overseeing assessment unit's projects, studies and budgets, managing the day-to-day work of the unit's activities, and managing the assessment development, implementation, and trainings. In addition to day-to-day duties, responsible for working closely with vendors who are contracted by WVDE, preparing and responding to requests for proposals, requests for quotes, and other publications, and developing and delivering local, state and national presentations. Responsibilities also include working with psychometricians to determine appropriate statistical analysis relevant to assessments and research, costing all projects, maintaining budgets, and working with a variety of offices within the department to drive the division's and department's initiatives. Position also requires proficiency in data analysis, report preparation, and dissemination of findings to appropriate audiences. Oversees development and revisions to federal accountability system to meet the requirements of *Elementary and Secondary Education Act*.

12/09 to 07/10

Research & Evaluation Coordinator, West Virginia Department of Education, Charleston, West Virginia

Responsible for coordinating activities for various research and evaluation contracts, developing proposals, and assisting with the design and implementation of research and evaluation plans. In addition to designing, implementing, and reporting on research studies in various contexts, responsible for assisting in the development of applications for various federal grant. Responsibilities also include the streamlining of the Office of Assessment, Accountability, and Research's overall project management. Position requires proficiency in research and evaluation techniques, including a diverse set of quantitative and qualitative approaches to data analysis, familiarity and understanding of psychometric principles in large-scale assessment, and the ability to present findings to stakeholder groups of varying levels of expertise (i.e., general population to technical audiences).

05/06 to 12/09

Research & Evaluation Specialist, Edvantia, Inc., Charleston, West Virginia

Responsible for coordinating day-to-day evaluation activities for multiple evaluation projects, developing proposals, and assisting with the design and implementation of research and evaluation plans. Responsibilities include designing the appropriate instrumentation (e.g., surveys, interview and observation protocols, and student assessment measures) for responding to research and evaluation questions and developing databases for data collection activities. Position requires proficiency in both quantitative and qualitative designs, methodologies, and analytic techniques. Work also includes conducting qualitative and quantitative data collection and analysis (site visits, interviews, focus groups, observations, surveys, achievement tests). Additionally, responsible for supervising individual contract staff and direct reports to ensure project tasks are completed appropriately and efficiently as well promoting employee growth and intrinsic motivation. Responsibilities also include assisting clients in their strategic planning, developing work scopes, monitoring progress, and organizational development.

05/05-05/06

Graduate Teaching & Research Assistant, West Virginia University, Morgantown, West Virginia

Responsible for the daily management of 600+ students, logistics, and testing in an undergraduate communication studies course. Instructed half of the communication classes assigned and assisted in a federally funded study affiliated with the Center for Organ Research and Education, which sought to increase the signing of organ donor cards through scientific studies. Managed and led research teams in various research projects concerning interpersonal conflict, organizational communication and behavior, interpersonal attraction, and racially-related communication, thought, and behavior. Involved in designing and administering survey questionnaires to a variety of target populations, conducting structured interviews, planning data analyses, managing a large data base, conducting data analyses using statistical packages (i.e., SPSS, SAS), writing 8-12 evaluation reports per year, and presenting research reports and describing implications to instructors, supervisors, and peers.

05/05-05-06

Volunteer Research Assistant, West Virginia University, Morgantown, West Virginia

As a volunteer research assistant, Mr. D'Brot worked on a grant funded project. Duties included assisting in the marketing and implementation of a federally funded project designed to increase organ donation in West Virginia.

Publications

- Rich, C. S., Schneider, M. C., & D'Brot, J. M. (2013). Applications of Automated Essay Evaluation in West Virginia. In M. D. Shermis & J. Burstein (Eds.), *Handbook of automated essay evaluation: Current applications and new directions*. New York: Routledge Academic.
- Whisman, A., D'Brot, J., Hixson, N., & White, L. (2010). *Supplemental educational services in the State of West Virginia: Evaluation report for 2009-2010*. Charleston, WV: West Virginia Department of Education, Division of Curriculum and Instructional Services, Office of Research.
- Hixson, N., D'Brot, J., White, L., & Betebenner, D. (2010). *An introduction to the West Virginia growth model*. Charleston, WV: West Virginia Department of Education.
- D'Brot, J. M., IV. (2010). The development of a typology for interracial relationships. In D. Brunson & L. Lampl (Eds.), *Interracial communication: Contexts, communities, and choices*. Dubuque, IA: Kendall/Hunt.
- White, L., Hixson, N., Hammer, P. C., Smith, D. L., & D'Brot, J. (2010). *Examining the effectiveness of Closing the Achievement Gap Professional Development Demonstration Schools*. Charleston, WV: West Virginia Department of Education, Division of Curriculum and Instructional Services, Office of Research.
- White, L., Hixson, N., & D'Brot, J. (2010). *Hi-Y youth programs evaluation 2010 Ohio: Model United Nations and Youth in Government (legislative and judicial) programs*. Charleston, WV: West Virginia Department of Education, Division of Curriculum and Instructional Services, Office of Research.
- White, L., Hixson, N., & D'Brot, J. (2010). *Hi-Y youth programs evaluation 2010 West Virginia: Model United Nations and Youth in Government (legislative and judicial) programs*. Charleston, WV: West Virginia Department of Education, Division of Curriculum and Instructional Services, Office of Research.
- White, L., Hixson, N., D'Brot, J., & Perdue, J. (2010). *Intended and unintended uses and consequences of West Virginia's assessment and accountability system (part I report)*. Charleston, WV: West Virginia Department of Education.
- White, L., Hixson, N., D'Brot, J., & Perdue, J. (2010). *Research brief: Acuity usage and WESTEST 2*

performance. Charleston, WV: WVDE.

- White, L., Hixson, N., D'Brot, J., & Perdue, J., with Foster, S. & Rhudy, V. (2010). *Research brief: Impact of Writing Roadmap 2.0 on WESTEST 2 Online Writing Assessment scores*. Charleston, WV: WVDE.
- White, L., Hixson, N., D'Brot, J., & Perdue, J. (2009a). *Examining Accommodations in West Virginia (2008-2009)*. Charleston, WV: West Virginia Department of Education.
- White, L., Hixson, N., D'Brot, J., & Perdue, J. (2009b). *Research brief: Acuity usage and WESTEST 2 performance*. Charleston, WV: West Virginia Department of Education.
- White, L., Hixson, N., D'Brot, J., & Perdue, J. (2009c). *Research brief: Human to engine score comparability for WESTEST 2 Online Writing*. Charleston, WV: West Virginia Department of Education.
- White, L., Hixson, N., D'Brot, J., & Perdue, J. (2009d). *Research brief: Impact of Writing Roadmap 2.0 on WESTEST 2 Online Writing Assessment scores*. Charleston, WV: West Virginia Department of Education.
- D'Brot, J., Maser, R. M., & Lindsay, A. (2009). *Florida and the islands comprehensive center evaluation report for year 4: July 1, 2008 – June 30, 2009*. Charleston, WV: Edvantia.
- Samanta, D., Knestis, K., D'Brot, J. M. (2009). *An assessment of parent involvement needs among hard-to-reach populations in Delaware: What do parents have to say about their involvement in schools?* Charleston, WV: Edvantia.
- Bradley, K., D'Brot, J., Cowley, K., Finch, N., Good, K., Hixson, N., Howley, C., & McGee, L. (2009). *The implications of context in pragmatic practices: A modified grounded theoretical tool*. Under Review.
- O'Connor, C., Samanta, D., Jones, A., Voelkel, S., Hunter, A., D'Brot, J., Hughes-Webb, G., & Chadwick, K. (2009). *The Early College High School Initiative in Ohio: 2008-2009 evaluation report*. Charleston, WV: Edvantia.
- D'Brot, J., Hixson, N., Howley, C. W., & Lindsay, A. (2008). *Florida and the islands comprehensive center evaluation report for year 3: July 1, 2007 – June 30, 2008*. Charleston, WV: Edvantia.
- D'Brot, J., Howley, C.W., Hixson, N., Finch, N., & Chadwick, K. with Underwood, K., & Lindsay, A. 2007. *Florida and Islands comprehensive center evaluation report*. Charleston, WV: Edvantia.
- D'Brot, J. M., Wood, C. L., & Chadwick, K. L. (2006). *Homework literature review*. Charleston, WV: Edvantia.
- D'Brot, J. M., Howley, C. (2006). *2006 Reading First evaluation report*. Charleston, WV: Edvantia.
- Hughes, G. K., D'Brot, J. M., Bradley, K., Holloway, J. L., Howley, C. W., & Chadwick, K. L. (2006). *Special education testing accommodations in West Virginia: An overview of recommended practices in 2003-2004*. Charleston, WV: Edvantia.

Professional Research Presentations

- D'Brot, J. M. (2016). *A system of performance standards: Policy reviews as an additional layer of validity*. Presentation at the annual meeting of the National Council on Measurement in Education, Washington, DC.
- D'Brot, J.M., Whisman, J., Middelstead, A., & Hemingway, A. (2015, June). *Student Growth: Transitioning Systems and Supporting Actionable Interpretations*. Presentation at the annual meeting of the National Conference on Student Assessment, San Diego, CA.
- D'Brot, J. M., Weiss, J., Ervin, E., Olson, J., & Topol, B. (2014, June). *What Are States Doing to Prepare for the Next Generation of Assessments? Planning for 2014-2015 and Beyond*. Presentation at the annual meeting of the National Conference on Student Assessment, New Orleans, LA.
- Lee, R., Timberlake, A., Auty, B., D'Brot, J. M., & Betebenner, D., (2014, June). *Growth during Transition: The Impact of State Assessment Transitions on the Calculation of Student Growth*. Presentation at the annual meeting of the National Conference on Student Assessment, New Orleans, LA.

- Bejar, I., Davis, L., Jay Breyer, F., D'Brot, J., & Schneider, C. (2014, June.). *Use of Automated Scoring in the Next Generation of Assessments: Policy and Psychometric Implementation Considerations*. Presentation at the annual meeting of the National Conference on Student Assessment, New Orleans, LA.
- Cizek, G., Fremer, J., D'Brot, J., & Bliss, T.J. (2014, June). *Preventing and Detecting Cheating in Statewide Assessments – How Are We Doing and What's Next?* Presentation at the annual meeting of the National Conference on Student Assessment, New Orleans, LA.
- Paul, J., D'Brot, J. M., Matthews, D., Fultz, B., Hutton, P., & Sinclair, N. (2013, June). *From state-wide to state consortium assessment systems: Test administration lessons learned from a consortium pilot*. Presentation at the annual meeting of the National Conference on Student Assessment, National Harbor, MD.
- Tucker, C., Fremer, J., D'Brot, J. M., Ervin, E., Cizek, G., & Olson, J. (2013, June). *Preventing, detecting, and investigating test security irregularities: A comprehensive guidebook on test security for states*. Presentation at the annual meeting of the National Conference on Student Assessment, National Harbor, MD.
- D'Brot, J. M., Deninger, M., Keesler, V., & Schwartz, N. (2013, March). *Impact of NCLB waivers on performance*. Presentation at the annual meeting of the Association for Education Finance and Policy, New Orleans, Louisiana.
- Asp, E., D'Brot, J. M., Kichar, M., & Odden, A. R. (2012, June). *Educator effectiveness: Design and implementation of statewide frameworks*. Presentation at the annual meeting of the National Conference on Student Assessment, Minneapolis, MN.
- Auty, B. Beaudoin, J. P., D'Brot, J. M., Gianopolus, G., Gong, B., & Olson, B. (2012, June). *Choosing a growth model: Does it make a difference in real life*. Presentation at the annual meeting of the National Conference on Student Assessment, Minneapolis, MN.
- Barker, J., Creel, M., D'Brot, J. M., Lai, E., Macomber, C., & Magner, T. (2012, June). *Transcending the three rs: A survey of current k-12 practices in teaching and assessing 21st Century Skills in college/career readiness*. Presentation at the annual meeting of the National Conference on Student Assessment, Minneapolis, MN.
- Cole, S., D'Brot, J. M., & Willhoft, J. (2012, June). *Smarter Balanced Assessment Consortium: Building a system to support improved teaching and learning*. Presentation at the annual meeting of the National Conference on Student Assessment, Minneapolis, MN.
- Betebenner, D., Betts, J., D'Brot, J. M., & Smith, C. (2011, June) *Multiple ways to measure student growth: Findings from research and practice*. Presentation at the annual meeting of the National Conference on Student Assessment, Orlando, FL.
- Ferrara, S., Lewis, D., Mercado, R., D'Brot, J. M., Egan, K., & Barth, J. (2011, June). Procedures for setting benchmarked performance standards: *Standard setting workshop procedures, panelist judgments, and empirical results*. Panel presentation at the annual meeting of the Technical Issues in Large Scale Assessment State Collaborative on Assessment and Student Standards, Orlando, FL.
- Ferrara, S., Lewis, D., Mercado, R., D'Brot, J. M., Egan, K., & Barth, J. (2011, April). Procedures for setting benchmarked performance standards: *Standard setting workshop procedures, panelist judgments, and empirical results*. Panel presentation at the annual meeting of the National Council on Measurement in Education, New Orleans, LA.
- Bradley, K., D'Brot, J. M., Finch, N., Good, K., Hixson, N. K., & McGee, L. (2008, November). *CC3: Lessons learned from the evaluation of three comprehensive centers*. Paper presented at the annual meeting of the American Evaluation Association, Denver, CO.
- D'Brot, J. M., IV. (2007, November). *The development of a typology for interracial relationships*. Paper presented at the annual meeting of the National Communication Association, Chicago, IL.
- Goodboy, A. K., D'Brot, J. M., & Baker, K. S. (2006, April). Relational maintenance behaviors

of friends with benefits: Investigating equity and relational characteristics. Paper presented at the annual meeting of the Eastern Communication Association, Philadelphia, PA.

Guest Lecturer, Panelist, Discussant

Chair. *Impact of NCLB waivers on performance*. Presentation by Juan D'Brot (West Virginia Department of Education), Matthew Deninger (Massachusetts Department of Education), Venessa Keesler (Michigan Department of Education), & Nathaniel Schwartz. Annual meeting of the Association for Education Finance and Policy, New Orleans, Louisiana. March 15, 2013.

Discussant. *How the Common Core and Technology are Transforming K-12 Testing*. Papers and presentations by Nancy Doorey (K-12 Center at ETS), Kathleen Scalise (University of Oregon), Sue Rigney (U.S. Department of Education). National Webinar hosted by the Alliance for Excellent Education. June 25, 2012.

Discussant. *Practitioner's Guide to Growth Models*. Paper and presentation by Katherine Castellano (UC Berkley) & Andrew Ho (Harvard). Technical Issues in Large Scale Assessment SCASS. Gaylord National Hotel & Convention Center, National Harbor, MD. May 9, 2012.

Discussant. *Using Technology to Assess Hard-to-Measure Constructs in the CCSS*. Papers and presentations by SRI International, ETS, and CTB. The Invitational Research Symposium on Technology Enhanced Assessments. Gaylord National Hotel & Convention Center, National Harbor, MD. May 7, 2012.

Graduate Research

Goodboy, A. K., D'Brot, J. M., & Baker, K. S. (2006, April). Relational maintenance behaviors of friends with benefits: Investigating equity and relational characteristics. Paper presented at the annual meeting of the Eastern Communication Association, Philadelphia, PA.

Dunleavy, K., Chory-Assad, R. M., D'Brot, J. M., IV, Meehl, S., Glover, N. (2006). Deception in the organization: Distorting, withholding, and honest messages. Morgantown, WV: West Virginia University.

D'Brot, J. M., IV, & Hixson, N. K. (2006). Conflict in marriage: Relationships with argumentativeness, verbal aggressiveness, self-disclosure, and marital quality. Morgantown, WV: West Virginia University.

D'Brot, J. M., IV. (2005). The relationship between student's perceptions of teacher self-disclosure, homophily, and credibility. Morgantown, WV: West Virginia University.

D'Brot, J. M., IV. (2004). Correlation of perception of illegal drug use and academics. Morgantown, WV: West Virginia University.

D'Brot, J. M., IV. (2004). Do women actually study more than men? Morgantown, WV: West Virginia University.

Teaching Experience

Instructor

Rue Education Services, Career Learning Center, Fort Lauderdale, FL (2008)

Ethics and Moral Philosophy (December, 2008)

Introduction to Psychology (July & December, 2008)

Introduction to Sociology (July, 2008)

Instructor

West Virginia University, Morgantown, WV (2005 – 2006)

Communication Studies 105 – Introduction to Mass Media Communication (Fall 2005)

Communication Studies 105 – Introduction to Mass Media Communication (Spring 2006)

Course Assistant

West Virginia University, Morgantown, WV (2005 – 2006)

Communication Studies 105 – Introduction to Mass Media Communication (Fall 2005)

Communication Studies 105 – Introduction to Mass Media Communication (Spring 2006)

Appointments /Honors/Awards

At-large Executive Committee Member (2013-2014) – Smarter Balanced Assessment Consortium
Superintendent's Cabinet (2012-2014) – West Virginia Department of Education
Star Performer: Edvantia (2009) – President/CEO's Employee of the Year Award
Golden Quill: Edvantia (2009) – Board of Directors Honor for Publications and Presentations
Inducted into Lambda Pi Eta Communication Honors Fraternity (2005)
Member of Kappa Sigma Fraternity: Gamma Phi Chapter (2001)

Computer Knowledge

Statistical Analysis Software (SAS)
Statistical Package for the Social Sciences (SPSS)
N(vivo)7
Microsoft Office Products (Word, Excel, PowerPoint, and Access)
Hierarchical Linear Modeling (HLM) 6/7
Winsteps (Rasch Measurement)
GNU R (Programming Language)

Professional Memberships

American Educational Research Association (AERA)
International Positive Psychology Association (IPPA)
National Council on Measurement in Education (NCME)
Society for Research on Educational Effectiveness (SREE)