

Appendix B 2 i 2: Common Assessment Consortium MOU

RESPONSIBILITIES OF ALL SEAs PARTICIPATING IN THE CONSORTIUM

- 1) Each participating SEA in the Consortium will appoint a key contact person.
- 2) These key contacts from each State will maintain frequent communication with the parties administering the Balanced Assessment Consortium to facilitate cooperation under this MOU.
- 3) Participating SEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.

This Non-binding Memorandum of Understanding shall be effective beginning with the date of the last signature hereon:

SEA Superintendent/- Participating State
Chief/Commissioner (or equivalent authorized signatory)


Signature

January 14, 2010
Date

David M. Steiner
Print Name

Commissioner of Education
Title

Please email this signed page to

Tammy Morrill
Tammy.Morrill@maine.gov

PLEASE email this signed page only by January 7, 2010

**ASSESSMENT CONSORTIUM
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("MOA") is entered into by and between the following States: Arkansas, Colorado, Florida, Illinois, Indiana, Louisiana, Massachusetts, Minnesota, North Carolina, Ohio, Pennsylvania, and Virginia (collectively the "Participating States" or "Assessment Consortium").

1. Purpose. The purpose of this MOA is to form a coalition of states with a shared vision for common assessments that are internationally-benchmarked; build toward college and career readiness by the time of high school graduation; measure a common core of standards for K-12 pursuant to the National Governors Association Center for Best Practices Memorandum of Understanding ("Common Core Standards"); utilize technology for efficiency of delivery and scoring; and are cost effective. An outcome of this shared vision will be a proposal for the federal Race to the Top Assessment Competition in 2010 to develop and implement common, high-quality assessments aligned with the Common Core Standards.

2. Lead State. The Participating States agree that Florida shall be designated as the Lead State, and Florida accepts the designation. The Lead State shall manage the work process under this MOA and competitively bid, when determined by the Assessment Consortium, for all services and commodities required to achieve the objectives of this MOA.. In particular, the Lead State shall:

a. Direct and oversee meetings of the Assessment Consortium and set the agendas.

b. Pursuant to the laws of the Lead State, procure any necessary goods and services needed to carry out the intent of this MOA, using the most reasonable form of competitive solicitation and by quotes if no competitive solicitation is required.

c. Although the Lead State shall manage and administer the primary contracts, each Participating State shall be a party to any multi-state agreement, by direct execution or by addendum,. However, each Participating State shall be responsible for enforcing their portion of the work on any multi-state contract. In addition, the Lead State shall not be responsible for any of the contractual obligations of a Participating State.

d. Coordinate, assist, and task the Management Entity as may be reasonably necessary.

e. Serve as liaison with the U.S. Department of Education, and all other third parties on behalf of the Assessment Consortium.

f. The Lead State may resign by notifying the Participating States at least 30 days in advance by written notice. A majority of the Participating States will then appoint a new Lead State.

g. The Participating States may remove the Lead State and appoint a new Lead State by vote of a majority of the Participating States. Upon the resignation or removal of the Lead State, all contracts and other rights and obligations of the Lead State shall be assigned to the new Lead State.

3. Management Entity. Services of a Management Entity will be procured and utilized to assist the Consortium in conducting its work. A majority vote of the Assessment Consortium is required to award a contract to the Management Entity.

The Management Entity shall perform the following services:

a. Assist the Lead State in coordinating and running the Assessment Consortium meetings, including acting as a facilitator at the meetings.

b. Perform research and draft reports necessary for developing Requests for Proposals for goods and services.

c. Assist the Lead State in procuring goods and services as agreed upon by Participating States.

d. Provide advice and grant-writing services to the Assessment Consortium to assist them in developing the proposal for the Race to the Top Assessment Competition.

e. Perform any other activities and services that are reasonably requested by the Lead State or any Participating State in order to achieve the purposes of this MOA.

4. Scope of Work and Responsibilities of the Participating States. Each Participating State in the Assessment Consortium shall adopt the Common Core Standards which were developed to be internationally benchmarked and to build toward college and career readiness by the time of high school graduation. The Assessment Consortium shall, if funded by Race to the Top Assessment Competition funds, develop common, high-quality assessments which are aligned with the Common Core Standards, utilize technology for efficiency of delivery and scoring, result in a common definition of proficiency, and are cost effective. In order to achieve these deliverables, the Assessment Consortium and the individual Participating States shall perform the following activities.

a. Each Participating State will adopt the Common Core Standards using their state-approved standards-adoption process.

b. The Assessment Consortium will meet to define the process for procuring the services of a Management Entity by April 30, 2010

c. The Assessment Consortium will develop and submit a proposal for funding through the Race to the Top Assessment Competition by June 2010 or the due date established by the U.S. Department of Education.

d. The Assessment Consortium will meet, with the assistance of a Management Entity, to review the status of each Participating State's Common Core Standards adoption by August 2, 2010.

e. The Assessment Consortium will develop a plan by December 10, 2010, for sharing of test items and tasks aligned with the Common Core Standards for use in Participating States' LEAs for formative and interim assessment purposes.

5. Meetings and Quorum. Meetings may be called by the Lead State or a majority of the Participating States. Meetings may either be in person or by conference call. Written notice of the meeting shall be sent to all Participating States at least 48 hours in advance, by email, facsimile, or certified mail.

a. A Quorum for any meeting shall consist of designated representatives from at least two-thirds of the Participating States. An individual state may appear by phone and be counted as part of the Quorum. Each Participating State shall have one vote.

b. All actions or decisions of the Assessment Consortium shall, unless otherwise designated elsewhere in this MOA, require a majority vote to pass.

c. Actions and decisions of the Assessment Consortium may also be taken by written directive executed by a majority of the Participating States without a formal meeting.

d. Notwithstanding the above, any amendment to this MOA shall require a unanimous vote of the Participating States.

6. Exam Results. Each Participating State shall own their respective assessment results and any other documentation which are developed as a result of any particular state assessment. All Participating States shall jointly own all deliverables produced as a result of this MOA, and shall have the right to utilize all deliverables and documents produced under this MOA for the benefit of their respective state, subject to all state and federal confidentiality laws and regulations.

7. Termination and Withdrawal of Parties.

a. This MOA may be terminated by agreement of all the Participating States.

b. Any Participating State may withdraw from this MOA upon thirty days written notice to all Participating States. In addition, any Participating State may immediately withdraw from this MOA upon notice of a loss of state funding to support the assessment work. A notice specifying the reasons for immediate termination shall be sent as soon as possible after the termination to the Participating States.

c. A withdrawn Participating State may only participate in a contract or agreement it executed prior to its withdrawal from the Assessment Consortium and this MOA.

d. A Participating State may have their rights hereunder terminated in the event it fails to perform or comply with any of its material covenants or obligations contained in this MOA, and such failure is not remedied and cured in all material respects within fifteen (15) days after the date written notice of such failure is delivered to the Participating State by the Lead State. A termination for default under this provision shall effectively terminate all contracts and agreements entered into by the terminated Participating State which have been procured through this MOA. Upon demand by the Lead State, the terminated Participating State shall provide written proof that such agreements have been terminated. However, the determination of default must be made by a majority of the Participating States before the Lead State is authorized to take any action against a defaulting Participating State.

8. Confidential Information. The Participating States warrant they shall not disclose to any third party any personally identifiable information about any student, without the written consent of the Participating State that owns the data. This applies to information which came from any record or report used by the Assessment Consortium or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).

9. Expenses. It is the intent of the Participating States to seek funding from various third parties for the development of the common, high quality assessments and other shared deliverables under this MOA, and for the cost of a Management Entity. However, prior to obtaining such funds, the Participating States agree that they shall equally share these expenses. Decisions on whether to incur a shared expense and the amount to incur shall be decided by a majority vote of the Assessment Consortium. Notwithstanding the above, the Participating States also agree that they shall individually pay for any state specific expenses, including travel and the costs related to any state's use of an assessment.

10. Miscellaneous Provisions.

a. Rules of Interpretation. The Participating States waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this MOA is a joint product of all Participating States.

b. Assignment. No Participating State may assign any of its rights or obligations hereunder without the prior written consent of the Assessment Consortium.

c. Additional Documentation. Each Participating State agrees to take such action and to execute and deliver all documents necessary to carry out the terms and conditions of this MOA.

d. Invalidity and Severability. In the event that any provision of this Contract shall be held to be invalid, such provision shall be null and void. The validity of the remaining provisions of the MOA shall not in any way be affected thereby.

e. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

f. Authority to Execute. Each Participating State warrants that it has the authority to enter into this MOA, and the party executing hereunder has the full authority to bind that state.

IN WITNESS WHEREOF, the Participating States have, through their duly authorized representative, executed this Memorandum of Agreement, which shall be effective, as of the last signature date below.

STATE OF ARKANSAS

By: _____
Name: _____
Title: _____
Date: _____

STATE OF COLORADO

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

By: _____
Name: _____
Title: _____
Date: _____

STATE OF ILLINOIS

By: _____
Name: _____
Title: _____
Date: _____

STATE OF INDIANA

By: _____
Name: _____
Title: _____
Date: _____

STATE OF LOUISIANA

By: _____
Name: _____
Title: _____
Date: _____

COMMONWEALTH OF MASSACHUSETTS

By: _____

Name: _____

Title: _____

Date: _____

STATE OF MINNESOTA

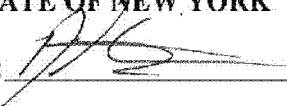
By: _____

Name: _____

Title: _____

Date: _____

STATE OF NEW YORK

By:  _____

Name: David M. Steiner

Title: Commissioner of Education

Date: January 14, 2010

STATE OF NORTH CAROLINA

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH OF PENNSYLVANIA

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH OF VIRGINIA

By: _____

Name: _____

Title: _____

Date: _____