

MEMORANDUM OF UNDERSTANDING
For
Race To The Top – Comprehensive Assessment Systems Grant
PARTNERSHIP FOR ASSESSMENT OF READINESS FOR COLLEGE AND
CAREERS MEMBERS

JUNE 11, 2010

I. Parties

This Memorandum of Understanding (“MOU”) is made and effective as of this 11th day of June 2010, (the “Effective Date”) by and between the State of California and all other member states of the Partnership For Assessment of Readiness for College and Careers (“Consortium” or “PARCC”) who have also executed this MOU.

II. Scope of MOU

This MOU constitutes an understanding between the Consortium member states to participate in the Consortium. This document describes the purpose and goals of the Consortium, presents its background, explains its organizational and governance structure, and defines the terms, responsibilities and benefits of participation in the Consortium.

III. Background – Comprehensive Assessment Systems Grant

On April 9, 2010, the Department of Education (“ED”) announced its intent to provide grant funding to consortia of States for two grant categories under the Race to the Top Fund Assessment Program: (a) Comprehensive Assessment Systems grants, and (b) High School Course Assessment grants. 75 Fed. Reg. 18171 (April 9, 2010) (“Notice”).

The Comprehensive Assessment Systems grant will support the development of new assessment systems that measure student knowledge and skills against a common set of college- and career-ready standards in mathematics and English language arts in a way that covers the full range of those standards, elicits complex student demonstrations or applications of knowledge and skills as appropriate, and provides an accurate measure of student achievement across the full performance continuum and an accurate measure of student growth over a full academic year or course.

IV. Purpose and Goals

The states that are signatories to this MOU are members of a consortium (Partnership For Assessment of Readiness for College and Careers) that have organized themselves to apply for and carry out the objectives of the Comprehensive Assessment Systems grant program.

Consortium states have identified the following major purposes and uses for the assessment system results:

- To measure and document students' college and career readiness by the end of high school and progress toward this target. Students meeting the college and career readiness standards will be eligible for placement into entry-level credit-bearing, rather than remedial, courses in public 2- and 4-year postsecondary institutions in all participating states.
- To provide assessments and results that:
 - Are comparable across states at the student level;
 - Meet internationally rigorous benchmarks;
 - Allow valid measures of student longitudinal growth; and
 - Serve as a signal for good instructional practices.
- To support multiple levels and forms of accountability including:
 - Decisions about promotion and graduation for individual students;
 - Teacher and leader evaluations;
 - School accountability determinations;
 - Determinations of principal and teacher professional development and support needs; and
 - Teaching, learning, and program improvement.
- Assesses all students, including English learners and students with disabilities.

To further these goals, States that join the Consortium by signing this MOU mutually agree to support the work of the Consortium as described in the PARCC application for funding under the Race to the Top Assessment Program.

V. Definitions

This MOU incorporates and adopts the terms defined in the Department of Education's Notice, which is appended hereto as Addendum 1.

VI. Key Deadlines

The Consortium has established key deadlines and action items for all Consortium states, as specified in Table (A)(1)(b)(v) and Section (A)(1) of its proposal. The following milestones represent major junctures during the grant period when the direction of the Consortium's work will be clarified, when the Consortium must make key decisions, and when member states must make additional commitments to the Consortium and its work.

- A. The Consortium shall develop procedures for the administration of its duties, set forth in By-Laws, which will be adopted at the first meeting of the Governing Board.
- B. The Consortium shall adopt common assessment administration procedures no later than the spring of 2011.

- C. The Consortium shall adopt a common set of item release policies no later than the spring of 2011.
- D. The Consortium shall adopt a test security policy no later than the spring of 2011.
- E. The Consortium shall adopt a common definition of “English learner” and common policies and procedures for student participation and accommodations for English learners no later than the spring of 2011.
- F. The Consortium shall adopt common policies and procedures for student participation and accommodations for students with disabilities no later than the spring of 2011.
- G. Each Consortium state shall adopt a common set of college- and career-ready standards no later than December 31, 2011.
- H. The Consortium shall adopt a common set of common performance level descriptors no later than the summer of 2014.
- I. The Consortium shall adopt a common set of achievement standards no later than the summer of 2015.

VII. Consortium Membership

A. Membership Types and Responsibilities

- 1. **Governing State:** A State becomes a Governing State if it meets the eligibility criteria in this section.
 - a. The eligibility criteria for a Governing State are as follows:
 - (i) A Governing State may not be a member of any other consortium that has applied for or receives grant funding from the Department of Education under the Race to the Top Fund Assessment Program for the Comprehensive Course Assessment Systems grant category;
 - (ii) A Governing State must be committed to statewide implementation and administration of the assessment system developed by the Consortium no later than the 2014-2015 school year, subject to availability of funds;
 - (iii) A Governing State must be committed to using the assessment results in its accountability system, including for school accountability determinations;

teacher and leader evaluations; and teaching, learning and program improvement;

- (iv) A Governing State must provide staff to the Consortium to support the activities of the Consortium as follows:
- Coordinate the state's overall participation in all aspects of the project, including:
 - ongoing communication within the state education agency, with local school systems, teachers and school leaders, higher education leaders;
 - communication to keep the state board of education, governor's office and appropriate legislative leaders and committees informed of the consortium's activities and progress on a regular basis;
 - participation by local schools and education agencies in pilot tests and field test of system components; and
 - identification of barriers to implementation.
 - Participate in the management of the assessment development process on behalf of the Consortium;
 - Represent the chief state school officer when necessary in Governing Board meetings and calls;
 - Participate on Design Committees that will:
 - Develop the overall assessment design for the Consortium;
 - Develop content and test specifications;
 - Develop and review Requests for Proposals (RFPs);
 - Manage contract(s) for assessment system development;
 - Recommend common achievement levels;
 - Recommend common assessment policies; and
 - Other tasks as needed.
- (v) A Governing State must identify and address the legal, statutory, regulatory and policy barriers it must change in order for the State to adopt and implement

the Consortium's assessment system components by the 2014-15 school year.

- b. A Governing State has the following additional rights and responsibilities:
- (i) A Governing State has authority to participate with other Governing States to determine and/or to modify the major policies and operational procedures of the Consortium, including the Consortium's work plan and theory of action;
 - (ii) A Governing State has authority to participate with other Governing States to provide direction to the Project Management Partner, the Fiscal Agent, and to any other contractors or advisors retained by or on behalf of the Consortium that are compensated with Grant funds;
 - (iii) A Governing State has authority to participate with other Governing States to approve the design of the assessment system that will be developed by the Consortium;
 - (iv) A Governing State must participate in the work of the Consortium's design and assessment committees;
 - (v) A Governing State must participate in pilot and field testing of the assessment systems and tools developed by the Consortium, in accordance with the Consortium's work plan;
 - (vi) A Governing State must develop a plan for the statewide implementation of the Consortium's assessment system by 2014-2015, including removing or resolving statutory, regulatory and policy barriers to implementation, and securing funding for implementation;
 - (vii) A Governing State may receive funding from the Consortium to defray the costs associated with staff time devoted to governance of the Consortium, if such funding is included in the Consortium budget;
 - (viii) A Governing State may receive funding from the Consortium to defray the costs associated with intra-State communications and engagements, if such funding is included in the Consortium budget.

- (ix) A Governing State has authority to vote upon significant grant fund expenditures and disbursements (including awards of contracts and subgrants) made to and/or executed by the Fiscal Agent, Governing States, the Project Management Partner, and other contractors or subgrantees.
2. **Fiscal Agent:** The Fiscal Agent will be one of the Governing States in the Consortium.
- (i) The Fiscal Agent will serve as the “Applicant” state for purposes of the grant application, applying as the member of the Consortium on behalf of the Consortium, pursuant to the Application Requirements of the Notice (Addendum 1) and 34 C.F.R. 75.128.
 - (ii) The Fiscal Agent shall have a fiduciary responsibility to the Consortium to manage and account for the grant funds provided by the Federal Government under the Race to the Top Fund Assessment Program Comprehensive Assessment Systems grants, including related administrative functions, subject to the direction and approval of the Governing Board regarding the expenditure and disbursement of all grant funds, and shall have no greater decision-making authority regarding the expenditure and disbursement of grant funds than any other Governing State;
 - (iii) The Fiscal Agent shall issue RFPs in order to procure goods and services on behalf of the Consortium;
 - (iv) The Fiscal Agent has the authority, with the Governing Board’s approval, to designate another Governing State as the issuing entity of RFPs for procurements on behalf of the Consortium;
 - (v) The Fiscal Agent shall enter into a contract or subgrant with the organization selected to serve as the Consortium’s Project Management Partner;
 - (vi) The Fiscal Agent may receive funding from the Consortium in the form of disbursements from Grant funding, as authorized by the Governing Board, to cover the costs associated with carrying out its

responsibilities as a Fiscal Agent, if such funding is included in the Consortium budget;

- (vii) The Fiscal Agent may enter into significant contracts for services to assist the grantee to fulfill its obligation to the Federal Government to manage and account for grant funds;
- (viii) Consortium member states will identify and report to the Fiscal Agent, and the Fiscal Agent will report to the Department of Education, pursuant to program requirement 11 identified in the Notice for Comprehensive Assessment System grantees, any current assessment requirements in Title I of the ESEA that would need to be waived in order for member States to fully implement the assessment system developed by the Consortium.

3. Participating State

- a. The eligibility criteria for a Participating State are as follows:
 - (i) A Participating State commits to support and assist with the Consortium's execution of the program described in the PARCC application for a Race to the Top Fund Assessment Program grant, consistent with the rights and responsibilities detailed below, but does not at this time make the commitments of a Governing State;
 - (ii) A Participating State may be a member of more than one consortium that applies for or receives grant funds from ED for the Race to the Top Fund Assessment Program for the Comprehensive Assessment Systems grant category.
- b. The rights and responsibilities of a Participating State are as follows:
 - (i) A Participating State is encouraged to provide staff to participate on the Design Committees, Advisory Committees, Working Groups or other similar groups established by the Governing Board;
 - (ii) A Participating State shall review and provide feedback to the Design Committees and to the Governing Board regarding the design plans,

strategies and policies of the Consortium as they are being developed;

- (iii) A Participating State must participate in pilot and field testing of the assessment systems and tools developed by the Consortium, in accordance with the Consortium's work plan; and
- (iv) A Participating State is not eligible to receive reimbursement for the costs it may incur to participate in certain activities of the Consortium.

4. Proposed Project Management Partner:

Consistent with the requirements of ED's Notice, the PARCC Governing States are conducting a competitive procurement to select the consortium Project Management Partner. The PARCC Governing Board will direct and oversee the work of the organization selected to be the Project Management Partner.

B. Recommitment to the Consortium

In the event that that the governor or chief state school officer is replaced in a Consortium state, the successor in that office shall affirm in writing to the Governing Board Chair the State's continued commitment to participation in the Consortium and to the binding commitments made by that official's predecessor within five (5) months of taking office.

C. Application Process For New Members

1. A State that wishes to join the Consortium after submission of the grant application may apply for membership in the Consortium at any time, provided that the State meets the prevailing eligibility requirements associated with its desired membership classification in the Consortium. The state's Governor, Chief State School Officer, and President of the State Board of Education (if applicable) must sign a MOU with all of the commitments contained herein, and the appropriate state higher education leaders must sign a letter making the same commitments as those made by higher education leaders in the states that have signed this MOU.
2. A State that joins the Consortium after the grant application is submitted to the Department of Education is not authorized to re-open settled issues, nor may it participate in the review of proposals for Requests for Proposals that have already been issued.

D. Membership Opt-Out Process

At any time, a State may withdraw from the Consortium by providing written notice to the chair of the Governing Board, signed by the individuals holding the same positions that signed the MOU, at least ten (10) days prior to the effective date of the withdrawal, including an explanation of reasons for the withdrawal.

VIII. Consortium Governance

This section of the MOU details the process by which the Consortium shall conduct its business.

A. Governing Board

1. The Governing Board shall be comprised of the chief state school officer or designee from each Governing State;
2. The Governing Board shall make decisions regarding major policy, design, operational and organizational aspects of the Consortium's work, including:
 - a. Overall design of the assessment system;
 - b. Common achievement levels;
 - c. Consortium procurement strategy;
 - d. Modifications to governance structure and decision-making process;
 - e. Policies and decisions regarding control and ownership of intellectual property developed or acquired by the Consortium (including without limitation, test specifications and blue prints, test forms, item banks, psychometric information, and other measurement theories/practices), provided that such policies and decisions:
 - (i) will provide equivalent rights to such intellectual property to all states participating in the Consortium, regardless of membership type;
 - (ii) will preserve the Consortium's flexibility to acquire intellectual property to the assessment systems as the Consortium may deem necessary and consistent with "best value" procurement principles, and with due regard for the Notice requirements regarding broad availability of such intellectual property except as otherwise protected by law or agreement as proprietary information.

3. The Governing Board shall form Design, Advisory and other committees, groups and teams (“committees”) as it deems necessary and appropriate to carry out the Consortium’s work, including those identified in the PARCC grant application.
 - a. The Governing Board will define the charter for each committee, to include objectives, timeline, and anticipated work product, and will specify which design and policy decisions (if any) may be made by the committee and which must be elevated to the Governing Board for decision;
 - b. When a committee is being formed, the Governing Board shall seek nominations for members from all states in the Consortium;
 - c. Design Committees that were formed during the proposal development stage shall continue with their initial membership, though additional members may be added at the discretion of the Governing Board;
 - d. In forming committees, the Governing Board will seek to maximize involvement across the Consortium, while keeping groups to manageable sizes in light of time and budget constraints;
 - e. Committees shall share drafts of their work products, when appropriate, with all PARCC states for review and feedback; and
 - f. Committees shall make decisions by consensus; but where consensus does not exist the committee shall provide the options developed to the Governing Board for decision (except as the charter for a committee may otherwise provide).
4. The Governing Board shall be chaired by a chief state school officer from one Governing State.
 - a. The Governing Board Chair shall serve a one-year term, which may be renewed.
 - b. The Governing States shall nominate candidates to serve as the Governing Board Chair, and the Governing Board Chair shall be selected by majority vote.
 - c. The Governing Board Chair shall have the following responsibilities:
 - (i) To provide leadership to the Governing Board to ensure that it operates in an efficient, effective, and

orderly manner. The tasks related to these responsibilities include:

- (a) Ensure that the appropriate policies and procedures are in place for the effective management of the Governing Board and the Consortium;
 - (b) Assist in managing the affairs of the Governing Board, including chairing meetings of the Governing Board and ensure that each meeting has a set agenda, is planned effectively and is conducted according to the Consortium's policies and procedures and addresses the matters identified on the meeting agenda;
 - (c) Represent the Governing Board, and act as a spokesperson for the Governing Board if and when necessary;
 - (d) Ensure that the Governing Board is managed effectively by, among other actions, supervising the Project Management Partner; and
 - (e) Serve as in a leadership capacity by encouraging the work of the Consortium, and assist in resolving any conflicts.
5. The Consortium shall adhere to the timeline provided in the grant application for making major decisions regarding the Consortium's work plan.
- a. The timeline shall be updated and distributed by the Project Management Partner to all Consortium states on a quarterly basis.
6. Participating States may provide input for Governing Board decisions, as described below.
7. Governing Board decisions shall be made by consensus; where consensus is not achieved among Governing States, decisions shall be made by a vote of the Governing States. Each State has one vote. Votes of a supermajority of the Governing States are necessary for a decision to be reached.
- a. The supermajority of the Governing States is currently defined as a majority of Governing States plus one additional State;
 - b. The Governing Board shall, from time to time as necessary, including as milestones are reached and additional States become

Governing States, evaluate the need to revise the votes that are required to reach a decision, and may revise the definition of supermajority, as appropriate. The Governing Board shall make the decision to revise the definition of supermajority by consensus, or if consensus is not achieved, by a vote of the supermajority as currently defined at the time of the vote.

8. The Governing Board shall meet quarterly to consider issues identified by the Board Chair, including but not limited to major policy decisions of the Consortium.

B. Design Committees

1. One or more Design Committees will be formed by the Governing Board to develop plans for key areas of Consortium work, such as recommending the assessment system design and development process, to oversee the assessment development work performed by one or more vendors, to recommend achievement levels and other assessment policies, and address other issues as needed. These committees will be comprised of state assessment directors and other key representatives from Governing States and Participating States.
2. Design Committees shall provide recommendations to the Governing Board regarding major decisions on issues such as those identified above, or as otherwise established in their charters.
 - a. Recommendations are made on a consensus basis, with input from the Participating States.
 - b. Where consensus is not achieved by a Design Committee, the Committee shall provide alternative recommendations to the Governing Board, and describe the strengths and weaknesses of each recommendation.
 - c. Design Committees, with support from the Project Management Partner, shall make and keep records of decisions on behalf of the Consortium regarding assessment policies, operational matters and other aspects of the Consortium's work if a Design Committee's charter authorizes it to make decisions without input from or involvement of the Governing Board.
 - d. Decisions reserved to Design Committees by their charters shall be made by consensus; but where consensus is not achieved decisions shall be made by a vote of Governing States on each Design Committee. Each Governing State on the committee has one vote. Votes of a majority of the Governing States on a Design Committee, plus one, are necessary for a decision to be reached.

3. The selection of successful bidders in response to RFPs issued on behalf of the Consortium shall be made in accordance with the procurement laws and regulations of the State that issues the RFP, as described more fully in Addendum 3 of this MOU.
 - a. To the extent permitted by the procurement laws and regulations of the issuing State, appropriate staff of the Design Committees who were involved in the development of the RFP shall review the proposals, shall provide feedback to the issuing State on the strengths and weaknesses of each proposal, and shall identify the proposal believed to represent the best value for the Consortium members, including the rationale for this conclusion.

C. General Assembly of All Consortium States

1. There shall be two convenings of all Consortium states per year, for the purpose of reviewing the progress of the Consortium's work, discussing and providing input into upcoming decisions of the Governing Board and Design Committees, and addressing other issues of concern to the Consortium states.
 - a. A leadership team (comprised of chief state school officers, and other officials from the state education agency, state board of education, governor's office, higher education leaders and others as appropriate) from each state shall be invited to participate in one annual meeting.
 - b. Chief state school officers or their designees only shall be invited to the second annual convening.
2. In addition to the two annual convenings, Participating States shall also have the opportunity to provide input and advice to the Governing Board and to the Design Committees through a variety of means, including:
 - a. Participation in conference calls and/or webinars;
 - b. Written responses to draft documents; and
 - c. Participation in Google groups that allow for quick response to documents under development.

IX. Benefits of Participation

Participation in the Consortium offers a number of benefits. For example, member States will have opportunities for:

- A. Possible coordinated cooperative purchase discounts;

- B. Possible discount software license agreements;
- C. Access to a cooperative environment and knowledge-base to facilitate information-sharing for educational, administrative, planning, policy and decision-making purposes;
- D. Shared expertise that can stimulate the development of higher quality assessments in an efficient and cost-effective manner;
- E. Cooperation in the development of improved instructional materials, professional development and teacher preparation programs aligned to the States' standards and assessments; and
- F. Obtaining comparable data that will enable policymakers and teachers to compare educational outcomes and to identify effective instructional practices and strategies.

X. Binding Commitments and Assurances

A. Binding Assurances Common To All States – Participating and Governing

Each State that joins the Consortium, whether as a Participating State or a Governing State, hereby certifies and represents that it:

1. Has all requisite power and authority necessary to execute this MOU;
2. Is familiar with the Consortium's Comprehensive Assessment Systems grant application under the ED's Race to the Top Fund Assessment Program and is supportive of and will work to implement the Consortium's plan, as defined by the Consortium and consistent with Addendum 1 (Notice);
3. Will cooperate fully with the Consortium and will carry out all of the responsibilities associated with its selected membership classification;
4. Will, as a condition of continued membership in the Consortium, adopt a common set of college- and career-ready standards no later than December 31, 2011, and common achievement standards no later than the 2014-2015 school year;
5. Will, as a condition of continued membership in the Consortium, ensure that the summative components of the assessment system (in both mathematics and English language arts) will be fully implemented statewide no later than the 2014-2015 school year, subject to the availability of funds;
6. Will conduct periodic reviews of its State laws, regulations and policies to identify any barriers to implementing the proposed assessment system and

address any such barriers prior to full implementation of the summative assessment components of the system:

- a. The State will take the necessary steps to accomplish implementation as described in Addendum 2 of this MOU.
7. Will use the Consortium-developed assessment systems to meet the assessment requirements in Title I of the ESEA;
 8. Will actively promote collaboration and alignment between the State and its public elementary and secondary education systems and their public Institutions of Higher Education (“IHE”) or systems of IHEs. The State will endeavor to:
 - a. Maintain the commitments from participating public IHEs or IHE systems to participate in the design and development of the Consortium’s high school summative assessments;
 - b. Obtain commitments from additional public IHEs or IHE systems to participate in the design and development of the Consortium’s high school summative assessments;
 - c. Involve participating public IHEs or IHE systems in the Consortium’s research-based process to establish common achievement standards on the new assessments that signal students’ preparation for entry level, credit-bearing coursework; and
 - d. Obtain commitments from public IHEs or IHE systems to use the assessment in all partnership states’ postsecondary institutions, along with any other placement requirement established by the IHE or IHE system, as an indicator of students’ readiness for placement in non-remedial, credit-bearing college-level coursework.
 9. Will provide the required assurances regarding accountability, transparency, reporting, procurement and other assurances and certifications; and
 10. Consents to be bound by every statement and assurance in the grant application.

B. Additional Binding Assurances By Governing States

In addition to the assurances and commitments required of all States in the Consortium, a Governing State is bound by the following additional assurances and commitments:

1. Provide personnel to the Consortium in sufficient number and qualifications and for sufficient time to support the activities of the Consortium as described in Section VII (A)(1)(a)(iv) of this MOU.

XI. Financial Arrangements

This MOU does not constitute a financial commitment on the part of the Parties. Any financial arrangements associated with the Consortium will be covered by separate project agreements between the Consortium members and other entities, and subject to ordinary budgetary and administrative procedures. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of funds and personnel through their respective funding procedures.

XII. Personal Property

Title to any personal property, such as computers, computer equipment, office supplies, and office equipment furnished by a State to the Consortium under this MOU shall remain with the State furnishing the same. All parties agree to exercise due care in handling such property. However, each party agrees to be responsible for any damage to its property which occurs in the performance of its duties under this MOU, and to waive any claim against the other party for such damage, whether arising through negligence or otherwise.

XIII. Liability and Risk of Loss

- A. To the extent permitted by law, with regard to activities undertaken pursuant to this MOU, none of the parties to this MOU shall make any claim against one another or their respective instrumentalities, agents or employees for any injury to or death of its own employees, or for damage to or loss of its own property, whether such injury, death, damage or loss arises through negligence or otherwise.
- B. To the extent permitted by law, if a risk of damage or loss is not dealt with expressly in this MOU, such party's liability to another party, whether or not arising as the result of alleged breach of the MOU, shall be limited to direct damages only and shall not include loss of revenue or profits or other indirect or consequential damages.

XIV. Resolution of Conflicts

Conflicts which may arise regarding the interpretation of the clauses of this MOU will be resolved by the Governing Board, and that decision will be considered final and not subject to further appeal or to review by any outside court or other tribunal.

XV. Modifications

The content of this MOU may be reviewed periodically or amended at any time as agreed upon by vote of the Governing Board.

XVI. Duration, Renewal, Termination

- A. This MOU will take effect upon execution of this MOU by at least five States as "Governing States" and will have a duration through calendar year 2015, unless otherwise extended by agreement of the Governing Board.
- B. This MOU may be terminated by decision of the Governing Board, or by withdrawal or termination of a sufficient number of Governing States so that there are fewer than five Governing States.
- C. Any member State of the Consortium may be involuntarily terminated by the Governing Board as a member for breach of any term of this MOU, or for breach of any term or condition that may be imposed by the Department of Education, the Consortium Governing Board, or of any applicable bylaws or regulations.

XVII. Points of Contact

Communications with the State regarding this MOU should be directed to:

Name: Deborah V.H. Sigman, Deputy State Superintendent
Mailing Address: 1430 N Street, Suite 5602
Sacramento, CA 95814
Telephone: (916) 319-0812
Fax: (916) 319-0100
E-mail: dsigman@cde.ca.gov

Or hereafter to such other individual as may be designated by the State in writing transmitted to the Chair of the Governing Board and/or to the PARCC Project Management Partner.

XVIII. Signatures and Intent To Join in the Consortium

The State of California hereby joins the Consortium as a Participating State, and agrees to be bound by all of the assurances and commitments associated with the Participating State membership classification. Further, the State of California agrees to perform the duties and carry out the responsibilities associated with the Participating State membership classification.

Signatures required:

- Each State's Governor;
- Each State's chief school officer; and
- If applicable, the president of the State board of education.

Addenda:

- **Addendum 1:** Department of Education Notice Inviting Applications for New Awards for Fiscal Year (FY) 2010.
- **Addendum 2:** Each State describes the process it plans to follow to ensure that it will be able to implement the assessment systems developed by the Consortium by the 2014-2015 school year, pursuant to Assurance 6 in Section X of this MOU.
- **Addendum 3:** Signature of each State's chief procurement official confirming that the State is able to participate in the Consortium's procurement process.

STATE SIGNATURE BLOCK

State of:
California

Signature of the Governor:

Printed Name:	Date:
Arnold Schwarzenegger	June 11, 2010

Signature of the Chief State School Officer:

Jack O'Connell

Printed Name:	Date:
Jack O'Connell	June 11, 2010

Signature of the State Board of Education President (if applicable):

Theodore R. Mitchell

Printed Name:	Date:
Theodore R. Mitchell	June 11, 2010

**ADDENDUM 2:
CALIFORNIA ASSURANCE REGARDING PROCESS AND PLANS FOR IMPLEMENTING
PROPOSED ASSESSMENT SYSTEM**

MEMORANDUM OF UNDERSTANDING

For

**Race To The Top -- Comprehensive Assessment Systems Grant Partnership For
Assessment of Readiness for College and Careers Members**

**ADDENDUM 2: ASSURANCE REGARDING PROCESS AND PLANS FOR
IMPLEMENTING PROPOSED ASSESSMENT SYSTEM**

June 11, 2010

Plan of California

In accordance with Assurance 6 in Section X of the MOU, California will conduct periodic reviews of its State laws, regulations and policies to identify any barriers to implementing the proposed assessment system and address any such barriers through standard practices and protocols in order to implement the full summative assessment system by 2014-15. This will include, but not be limited to, promulgating changes to existing codes and regulations and requesting required adjustments to existing budget appropriations.

ADDENDUM 3:
STATE OF CALIFORNIA ASSURANCE REGARDING PARTICIPATION IN
CONSORTIUM PROCUREMENT PROCESS

MEMORANDUM OF UNDERSTANDING
For
**Race To The Top -- Comprehensive Assessment Systems Grant Partnership For
Assessment of Readiness for College and Careers Members**

**ADDENDUM 3: ASSURANCE REGARDING PARTICIPATION
IN CONSORTIUM PROCUREMENT PROCESS**

June 3, 2010

The signature of the chief procurement official of the State of California on Addendum 3 to the Memorandum of Understanding for the Race to the Top Comprehensive Assessment Systems Grant Partnership For Assessment of Readiness for College and Careers ("Consortium") Members constitutes an assurance that the chief procurement official has determined that the State of California may, consistent with its applicable procurement laws and regulations, participate in and make procurements using the Consortium's procurement processes described herein.

I. Consortium Procurement Process

This section describes the procurement process that will be used by the Consortium. The Governing Board of the Consortium reserves the right to revise this procurement process as necessary and appropriate, consistent with its prevailing governance and operational policies and procedures. In the event of any such revision, the Consortium shall furnish a revised Addendum Three to each State in the Consortium for the signature by its chief procurement official.

1. *Competitive Procurement Process; Best Value Source Selection.* The Consortium will procure supplies and services that are necessary to carry out its objectives as defined by the Governing Board of the Consortium and as described in the grant application by a competitive process and will make source selection determinations on a "best value" basis.
2. *Compliance with federal procurement requirements.* The Consortium procurement process shall comply with all applicable federal procurement requirements, including the requirements of the Department of Education's grant regulation at 34 CFR § 80.36. "Procurement," and the requirements applicable to projects funded under the American Recovery and Reinvestment Act of 2009 ("ARRA").
3. *Lead State for Procurement.* The Fiscal Agent of the Consortium shall act as the Lead State for Procurement on behalf of the Consortium, or shall designate another Governing State to serve the Consortium in this capacity. The Lead State for Procurement shall conduct procurements in a manner consistent with its own procurement statutes and regulations.

ADDENDUM 3:
STATE OF CALIFORNIA ASSURANCE REGARDING PARTICIPATION IN
CONSORTIUM PROCUREMENT PROCESS

4. *Types of Procurements to be Conducted.* The Lead State for Procurement shall conduct two types of procurements: (a) procurements with the grant funds provided by the Department of Education to the Fiscal Agent, and (b) procurements funded by a Consortium member State's non-grant funds.

5. *Manner of Conducting Procurements with Grant Funds.* Procurements with grant funds shall be for the acquisition of supplies and/or services relating only to the design, development, and evaluation of the Consortium's assessment system, and a vendor awarded a contract in this category shall be paid by grant funds disbursed by the Fiscal Agent at the direction of the Governing Board of the Consortium. The Lead State for Procurement shall conduct the procurement and perform the following tasks, and such other tasks as may be required or necessary to conduct the procurement effectively, in a manner consistent with its own State procurement laws and regulations, provided however that such procurements involve a competitive process and best value source selection:
 - a. Issue the Request for Proposal;
 - b. Receive and evaluate responsive proposals;
 - c. Make source selection determinations on a best value basis;
 - d. Execute a contract with the awardee(s);
 - e. Administer awarded contracts.

6. *Manner of Conducting Procurements with State Funds.* The Consortium shall conduct procurements related to the implementation of operational assessments using the cooperative purchasing model described in this section.
 - a. The Lead State for Procurement shall conduct such procurements and perform the following tasks, and such other tasks as may be required or necessary to conduct the procurement effectively, in a manner consistent with its own State procurement laws and regulations, provided however that such procurements involve a competitive process and best value source selection:
 - i. Issue the RFP, and include a provision that identifies the States in the Consortium and provides that each such State may make purchases or place orders under the contract resulting from the competition at the prices established during negotiations with offerors and at the quantities dictated by each ordering State;
 - ii. Receive and evaluate responsive proposals;
 - iii. Make source selection determinations on a best value basis;
 - iv. Execute a contract with the awardee(s);
 - v. Administer awarded contracts.

 - b. A Consortium State other than the Lead State for Procurement shall place orders or make purchases under a contract awarded by the Lead State for Procurement pursuant to the cooperative purchasing authority provided for under its state

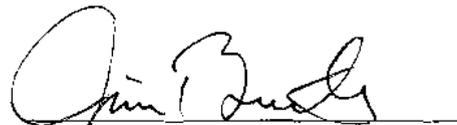
ADDENDUM 3:
STATE OF CALIFORNIA ASSURANCE REGARDING PARTICIPATION IN
CONSORTIUM PROCUREMENT PROCESS

procurement code and regulations, or other similar authority as may exist or be created or permitted under the applicable laws and regulations of that State.

- i. An ordering State shall execute an agreement ("Participating Addendum") with the contractor, which shall be incorporated into the contract. The Participating Addendum will address, as necessary, the scope of the relationship between the contractor and the State; any modifications to contract terms and conditions; the price agreement between the contractor and the State; the use of any servicing subcontractors and lease agreements; and shall provide the contact information for key personnel in the State, and any other specific information as may be relevant and/or necessary.

II. Assurance Regarding Participation in Consortium Procurement Process

I, Jim Butler, in my capacity as the chief procurement official for the State of California, confirm by my signature below that the State of California may, consistent with the procurement laws and regulations of the State of California, participate in the Consortium procurement processes described in this Addendum 3 to the Memorandum of Understanding For Race To The Top -- Comprehensive Assessment Systems Grant Consortium Members.



Jim Butler
Deputy Director, Department of General
Services, State of California

June 9, 2010