

# **cla+** 2018-2019 Memorandum of Agreement

## **GENERAL TERM OF AGREEMENT**

This Memorandum of Agreement is for the implementation of the CLA+ in the 2018-2019 administration. The term of this agreement runs from July 15, 2018 (or the date of the signature, whichever is later) until August 1, 2019.

This contract covers, and the institution has been billed for, the assessment of the total number of students using CLA+ as indicated in the above enrollment form. If the institution wishes to alter this contract to specifically change the number of students it intends to assess, by any significant number, it must first be approved by CAE staff.

Once a signed contract and payment have been received by CAE, there will be no refunds granted for failing to participate in any portion of the CLA+ administration.

## **I. COST AND PAYMENT**

- A. The institution must return a signed copy of a MOA and remit payment prior to testing.
- B. Unless previously negotiated with CAE, any payment received after the institution has begun testing will incur a \$500 late fee.
- C. The institution will pay \$35 per student assessment distributed beyond the contracted numbers in each administration (fall and/or spring).
- D. Late fee and extended sampling billing will occur at the conclusion of the administration (fall and/or spring) in which these charges were incurred.
- E. Any remaining balance will be due upon invoicing by CAE at the conclusion of each testing window.
- F. The institution understands that it will not receive CLA+ results until all payments have been received.
- G. Institutions that submit incomplete or incorrect registrar data will be charged a Report Regeneration fee of \$300 to update their registrar data template. Final reports that require regeneration will be updated after the Test Administration closes.
- H. The minimum enrollment cost to participate in CLA+ is \$3,500.

## **II. REFUNDS**

- A. Once a signed contract and payment have been received by CAE, there will be no refunds granted for failing to participate in any portion of the CLA+ administration.
- B. If the institution has returned a signed contract, but has not yet submitted payment, it may withdraw from this contract by paying a \$500 fee.
- C. Refunds will not be granted to institutions testing fewer students than anticipated. Rather, shortfalls in anticipated sample sizes will be counted as credits.
- D. Credits may only be applied to the next academic year's administration of CLA+ for enrollments beyond the minimum sample of 100 students.
- E. The maximum credit for any institution is \$500.
- F. An institution's credit may not exceed any amount that would take its enrollment price below \$3,500.

## **III. TEST ADMINISTRATIONS**

- A. The institution will designate a primary contact. This individual will be responsible for ensuring successful delivery of CLA+, including: recruiting students, turning in all required forms, providing data in a timely fashion, and meeting all other operational requirements.
- B. CAE staff will be available to answer sampling questions. It is the institution's responsibility to draw an appropriate representative sample.
- C. The institution will ensure that testing facilities are adequate to administer CLA+, that examination proctors are trained and supervised, and that inappropriate motivational techniques are not used.
- D. The institution will provide CAE with the various materials (e.g., testing plans, registrar data) by the deadlines that CAE establishes.
- E. Delay in receiving registrar data may jeopardize CAE's ability to calculate the institution's results.

- F. The fall testing window will run from mid-August through early November. The spring window will run from the end of January through mid-May. Please contact your assigned testing rep for specific dates.
- G. Students will take both a Performance Task and a series of selected response questions. Maximum testing time, combining both of these sections, is 90 minutes.
- H. To ensure test security and increase item volume, approximately 25% of students may receive pilot items during fall or spring test administrations.

#### **IV. RESULTS**

- A. CAE agrees to provide results, which may take the following form(s): school-level results (institutional report), comprehensive student-level results (data file), supplementary documents that provide additional (e.g., technical) information about CLA+.
- B. Content of results is subject to change as CAE modifies the information it reports to participating institutions.
- C. CAE will release individual student results directly to students.
- D. The institution shall indemnify and hold CAE harmless from any and all claims arising out of the use of CLA+ data.
- E. Where applicable, norm-referenced analyses refer to results that are based upon comparisons of your students to other students (in the same class) that are being assessed within the same testing window. Mastery levels refer to results that are based upon a set standard and are available independent of student class status and/or date of testing.
- F. To receive cross-sectional reports, an institution is required to test a representative sample of freshmen in the fall and a representative sample of sophomores, juniors, and/or seniors in the spring. The cross-sectional report includes: valued-added estimates, mastery levels, scale scores, subscores, and percentile rankings based on normative data. To receive a mastery report, an institution may test any sample of students within either testing window (e.g., freshmen in the spring or sophomores, juniors, and/or seniors in the fall). The mastery report includes: mastery levels, scale scores, and subscores.
- G. Institutions that submit incomplete or incorrect registrar data will be charged a Report Regeneration fee of \$300 to update their registrar data template. Final reports that require regeneration will be updated after the Test Administration closes.

#### **V. DATA USE**

- A. Unless specifically requested otherwise by the institution, CAE will use the name of the institution when listing it along with all others as participants in CLA+.
- B. CAE will use the results of testing at the institution and other data provided by the institution for research and reporting purposes and may incorporate the institution's results into a national database.
- C. CAE agrees that the institution's CLA+ results will be protected from disclosure under any circumstances where the identity of the institution could be known.

#### **VI. CONFIDENTIALITY**

- A. Any confidential or proprietary information CAE may disclose to the institution, orally or in writing, in connection with CLA+ (including, but not limited to, the CLA+ tests that are administered under the institution's proctored supervision) must remain confidential and may not be reproduced.
- B. The institution will make every reasonable effort to ensure that there are no breaches of test security, such as copying or downloading test materials.
- C. The institution shall use the confidential information solely for the purposes of administering CLA+ in accordance with the terms of this agreement, and shall not use any mentally-retained recollections thereof to copy the methods disclosed in this or other CLA+ related materials.

#### **VII. REMOTE PROCTORING (OPTIONAL)**

- A. If the institution elects to use remote proctoring, it will pay \$17.50 per student to do so.
- B. The use of the remote proctoring service will last the length of the testing agreement. Refunds will not be granted for any remaining uses of the remote proctoring services.