

GENERAL TERM OF AGREEMENT

This Memorandum of Agreement is for the implementation of the CWRA+ 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 CWRA+ 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 CWRA+ 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 \$38 per student assessment distributed beyond the contracted number of students.
- D. Late fee and over sampling fees (if applicable) 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 CWRA+ 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 CWRA+ is \$2,000, which includes reporting, tech support, administrative fees, and client support.

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 CWRA+ 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 the CWRA+.
- 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 the \$2,000 minimum participation cost.

III. TEST ADMINISTRATIONS

- A. The institution will designate a primary contact. This individual will be responsible for ensuring successful delivery of the CWRA+, 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 the CWRA+, 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 November. The spring window will run from the end of January through May. Dates are subject to change.
- 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 the institution its results, which may take the following form(s): school-level results (institutional report), comprehensive student-level results (data file), individual student reports (see item C below), supplementary documents that offer additional (e.g., technical) information about the CWRA+.
- B. Content of results is subject to change as CAE modifies the information it reports to participating institutions.
- C. CAE will release to the institution the CWRA+ reports for the institution's students. It is the institution's discretion as to whether it chooses to share students' individual reports with the students themselves. The institution may also elect to have CAE automatically distribute individual reports to high school juniors or seniors. These students may also have an opportunity to receive digital badges for their performance should they score at the proficient, accomplished, or advanced mastery level. (See cae.org/cwra_ss for more information.)
- D. The institution shall indemnify and hold CAE harmless from any and all claims arising out of the use of CWRA+ 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 in most cases, are 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, 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, or seniors in the fall). The single administration 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. CAE will use the name of the institution when listing it along with all others as participants in CWRA+.
- 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 CWRA+ results will be protected from disclosure under any circumstances where the identity of the institution or an individual student could be known.

VI. CONFIDENTIALITY

- A. Any confidential or proprietary information CAE may disclose to the institution, orally or in writing, in connection with the CWRA+ (including, but not limited to, the CWRA+ 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 the CWRA+ 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 CAE related materials.