Memorandum of Agreement
between
Council for Aid to Education (CAE) and

__________________________
Name of Institution

For the 2008-2009 Academic Year Cross-Sectional Administration
July 14, 2008

This Memorandum of Agreement is between the Council for Aid to Education (CAE) and The Institution (“the institution”) for implementation of the Collegiate Learning Assessment (CLA) in the 2008-2009 academic year.

1. COMMUNICATION AND SUPPORT

1.1 CAE will provide the institution with the following guides to prepare for the administration of the CLA (this information will also be available on CAE’s website):
   ▪ Student Recruitment Guide
   ▪ Proctor Guide
   ▪ Computer Configuration Requirements

1.2 CAE will host periodic web conferences throughout the year to discuss various aspects of administering the CLA.

1.3 CAE will provide password-protected access to faculty and administrators to review a random selection of the CLA instruments upon request.

1.4 During scheduled CLA testing sessions, CAE will provide institutions with a technical support hotline to call in the unlikely event that there are technical difficulties with the testing website.

1.5 The institution will ensure effective communication of the CLA, its testing processes, student results, and appropriate data interpretation to campus members and other constituents.

1.6 The institution will obtain support from the administration and faculty to promote the success of the CLA.

2. TEST ADMINISTRATION

2.1 CAE will provide institutions with the following sampling information in sufficient time before the start of the fall and spring testing periods:
   ▪ Guidelines for sampling, including recommended target sample sizes
   ▪ A description of the characteristics needed to be considered representative

2.2 CAE staff will be available to answer sampling questions; it is the institution’s responsibility to draw an appropriate representative sample.
2.3 Sample Size Requirement

2.3.1 The institution agrees to sample students according to CAE’s specifications for fall 2008 (entering students) and spring 2009 (exiting students). The institution will make every effort to test at least 100 students who have SAT or ACT scores in each testing period unless directed by the CLA staff that a smaller sample is sufficient. Institutions that do not collect SAT/ACT from students may opt to use the Scholastic Level Exam (SLE) as a proxy. The SLE is administered in conjunction with the CLA.

2.3.2 The institution may choose to sample additional students for a variety of reasons, such as comparative in-depth analysis of different majors, programs, or schools. Participating institutions are encouraged to discuss in-depth sample size requirements with CAE staff before testing begins.

2.3.3 If the institution plans to utilize the SLE or in-depth sampling, please complete section “8: Additional Testing Plan” of this document.

2.4 The institution will provide a testing environment in compliance with CAE requirements.

2.4.1 With guidance from CAE, the institution will ensure that testing facilities are adequate to administer the CLA.

2.4.2 With guidance from CAE, the institution will train and supervise examination proctors.

2.5 The institution will ensure that appropriate motivational techniques are used to generate the required sample size of student test takers.

2.6 The institution will designate a primary contact for test administration. This individual will be responsible for ensuring the successful delivery of the CLA, including recruiting students, turning in all required forms, providing required data in a timely fashion, and meeting other operational requirements.

2.7 Students will take either a Performance Task or an Analytic Writing Task. Total testing time is approximately 90 minutes. For institutions that elect to administer the SLE in conjunction with the CLA, total testing time is approximately 105 minutes.

2.8 The institution will provide CAE with the following materials by the deadlines CAE establishes:
   - Fall/Spring Testing Plans (anticipated start/end dates of testing, sample size and definition, sampling method, recruitment and incentive approaches, etc.).
   - Registrar data on students. Delay in receiving registrar data may jeopardize CAE’s ability to include the institution in comparative analysis of between-school results.

2.11 The testing window for fall 2008 will run from approximately mid August until late October.

2.12 The testing window for spring 2009 will run from approximately early February until mid April.

3. SCORING

3.1 The Analytic Writing Task may be scored by a computer scoring system and CAE agrees to share, upon request, information about scoring criteria for these tasks.

3.2 Because of the proprietary nature of the scoring rubrics for the Performance Tasks, CAE will not be able to provide detailed information on scoring for operational tasks; however, CAE can provide the institution, upon request, with the questions and criteria to a retired Performance Task so that faculty and others might better understand the process.

4. REPORT CONTENT

4.1 CAE agrees to provide the following reports to the institution:
4.2 Samples of the above reports are available. The content of the reports is subject to change as CAE continually improves reporting to participating institutions.

4.3 If too few students are sampled, CAE analysis of results will not be reliable. In order for between-school comparisons and within-school value-added analysis to be reliable, at a minimum 50 students must complete the CLA (25 students for the Performance Task and 25 students for the Analytic Writing Task)—during both the fall and spring administrations of the assessment—who either have SAT/ACT scores or have taken the SLE. However, for schools with less than 100 students in the class being tested, this minimum sample size can be 50% of the class (with half of the students tested taking the Performance Task and the other half taking the Analytic Writing Task).

4.4 Unless specifically requested otherwise by the institution, CAE will release to the institution the CLA scores for the institution’s students. The institution agrees that a student’s CLA scores should be considered one piece of evidence about a student’s skills. The institution understands and agrees that the CLA score may not be provided to any other party or used to determine placement of, or grades for, individual students or for any other purpose described herein. The institution shall indemnify and hold CAE harmless from any and all claims arising out of the use of the CLA data.

5. USE OF DATA

5.1 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 of CLA results.

5.2 CAE agrees that the institution’s CLA results will be protected from disclosure under any circumstance where the identity of the institution could become known. **Unless specifically requested otherwise by the institution, CAE will use the name of the institution when listing it along with all others as a participant in the CLA.**

5.3 Students may be asked to provide supplementary information to CAE in the form of a general survey attached to the CLA task(s) they receive. This information is requested to better inform the technical merits of the assessment and is not designed to return additional data to the institution.

6. CONFIDENTIALITY

6.1 Any confidential or proprietary information CAE may disclose to the institution, orally or in writing, in connection with the 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. The institution will make every reasonable effort to ensure that there are no breaches of test security such as copying or downloading of test materials.

6.2 The institution shall use the confidential information solely for purposes of the 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.

7. COSTS AND PAYMENT SCHEDULE

7.1 Cost

7.1.1 Payment for your institution covering the base cost of the CLA ($6,300) is being made through the California State University System under a separate contract with CAE.
7.2 Additional Costs

7.2.1 The institution agrees to pay $25 per student tested over 100 each testing cycle (fall and spring).

7.2.2 The cost for using the SLE as a proxy for SAT/ACT scores is $5 per student.

8. ADDITIONAL TESTING PLAN

8.1 Our institution intends to in-depth sample _____ students in the fall and _____ students in the spring (include the approximate number of students above 100 that you plan to sample each semester). We understand that at a price of $25 per student, CAE will bill us _____ (number of fall students X $25) after fall testing has completed and _____ (number of spring students X $25) after spring testing has completed. We also understand that in completing this section of the MOA, we are not bound to in-depth sampling, but are simply providing CAE with a means for planning for the 08-09 administrative cycle.

8.2 Our institution intends to provide the SLE to _____ students in the fall and _____ students in the spring. We understand that at a price of $5 per student, CAE will bill us _____ (number of fall students X $5) after fall testing has completed and _____ (number of spring students X $5) after spring testing has completed. We also understand that in completing this section of the MOA, we are not bound to using the SLE, but are simply providing CAE with a means for planning for the 08-09 administrative cycle.

8.3 Payments for in-depth sampling and use of the SLE are billed at the end of each testing cycle. The institution understands that it will not receive any reporting described in clause 4.1 until payment has been received.