

Memorandum of Understanding

Between

College Board

and

Illinois Community College Board

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the College Board and the Illinois Community College Board to establish recommended cut scores for placement into credit bearing English and mathematics courses at Illinois Community Colleges.

Background

There is not a uniform process or college readiness indicator used by community colleges in Illinois for placing students into credit bearing English and mathematics courses across community colleges in Illinois.

Purpose

The work under this MOU will serve as the beginning of a process to examine the College Board's current SAT benchmarks and potentially recommend cut scores for placement into credit bearing courses at Illinois Community Colleges in English and mathematics, as well as the beginning of a study that will use actual grades and SAT scores of Illinois students across Illinois. This study will take approximately 24 months to complete as 11th grade students will take the SAT statewide for the first time in April 2017.

The above goals will be accomplished by undertaking the following activities:

1. Recommend Illinois Community Colleges use current SAT benchmark for placement into credit bearing course in English and mathematics.

College Board College Readiness Benchmark

Students with an SAT Math section score that meets or exceeds the SAT benchmark have a 75 percent chance of earning at least a C in first-semester, credit-bearing college courses in algebra, statistics, pre-calculus, or calculus.

Students with an SAT Evidence-Based Reading and Writing (ERW) section score that meets or exceeds the SAT benchmark have a 75 percent chance of earning at least a C in first-semester, credit-bearing college courses in history, literature, social sciences, or writing classes.

2. Illinois Community College Board shall share student level data that includes grades and course numbers from a unified course numbering system with College Board at the conclusion of the fall semester 2018. Additional details of the data to be included in the data file will be jointly agreed upon by College Board Psychometric and/or Research staff and Illinois Community College Board staff. College Board will analyze course

grades in credit bearing courses along with SAT scores for these students to examine the relationship between performance in specific courses and performance on the SAT.

3. College Board will provide the results of the analyses to Illinois Community College Board. Working with Illinois Community College Board staff, College Board will recommend either the continued use of the current benchmarks or to adjust them to reflect the most appropriate cut scores reflecting the Illinois Community College Board placement policy based on Illinois data.

Statement of Work

The parties shall enter into one or more statement of works (each an "SOW") to define additional roles and responsibilities, to set forth details such as the sample size and other conditions. The parties will work closely to identify and mutually agree upon the timeline, and deliverables. Each SOW shall be incorporated into this MOU when fully executed and subject to this MOU's terms and conditions. In the event of a conflict between the terms of the SOW and this MOU, the terms of the SOW shall prevail, unless otherwise indicated in the SOW.

Funding

Neither party shall pay any fees to the other party under this MOU.

Duration

This MOU is at-will and may be modified by written mutual consent of authorized officials from College Board and Illinois Community College Board. This MOU shall become effective upon signature by the authorized officials from the College Board and Illinois Community College Board and will remain in effect until June 30, 2020, unless otherwise modified or terminated by any one of the partners by mutual consent.

Contact Information

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Use of Marks

Neither party shall use the name, logo, brand or tradename ("Marks") of the other in any form, including, without limitation, advertising, promotion, press release or interview, without the prior written approval of the party whose Mark is requested to be used.

Intellectual Property, Privacy and Security

As between the parties, any materials provided to a party (recipient) or on behalf of the other party (distributing party), whether such materials are written, printed, digital or electronic or otherwise recorded in any format, shall remain the sole property of the distributing party and shall be used by the recipient only in the performance of this MOU. The recipient shall not record, reference, reproduce, or use such materials for any other purpose without the express written consent of the distributing party unless specifically set forth in an SOW. Except for the limited right to use such materials as set forth herein or in an SOW, distributing party not grant any right or license, express or implied, under any patents or copyrights, to the recipient.

Each party acknowledges that it and its employees or agents may, in the course of performing under this MOU, be exposed to or acquire information which is proprietary to or confidential to the other party, including, without limitation, information relating to the a party's business and marketing plans, product development efforts, and including the existence of and terms of this MOU (the "Confidential Information"). Except as otherwise expressly provided in this MOU, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part.

Representations

1. Illinois Community College Board represents to the College Board that it has, or shall have, the applicable consent required to share student level data with the College Board. In not event shall any of this student level data include a student's social security number.
2. Each party represents and warrants that it is empowered under applicable laws to enter into and perform this MOU and it has caused this MOU to be duly authorized, executed and delivered by and through a person with the authority to execute the MOU on its behalf.

Indemnification and Limitation of Liability

The parties to this MOU each agree that they will be solely liable for their own acts or omissions and the acts or omissions of their employees, officers and agents. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS MOU, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.

Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, each party, and their employees, shall be, and shall be deemed to be, an independent contractor and not an agent, partner, joint venturer or employee of the other party. Neither party shall have authority to make any statements, representations nor make commitments of any kind, or to take any action which shall be binding on the other party, except as he explicitly provided for herein or authorized by the other party in writing.

Force Majeure

In the event of a fire, flood, earthquake or other acts of God, war, government regulations, terrorism, civil disorder, curtailment of transportation facilities, disease related epidemic (a "Force Majeure Event"), a party will not be liable for its non-performance or delayed performance if caused by such Force Majeure event.

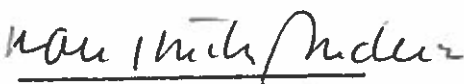
Entire Agreement; Counterparts

Unless otherwise specified, this MOU constitutes the entire understanding between the Illinois Community College Board and the College Board. Any prior or contemporaneous representations, either oral or written, are hereby superseded. This MOU shall be effective on the date signed by duly authorized representatives of both parties. This MOU may be executed in two counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their names intending to be legally bound


Jeremy Singer, Chief Operating Officer
The College Board

Date: May 24, 2017


Karen Anderson, Executive Director
Illinois Community College Board

Date: 6/16/17