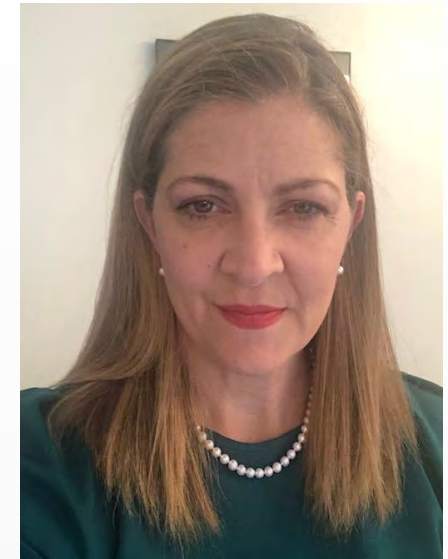


ASSESSMENT AND EVALUATION: TOOLS FOR STUDENT IMPROVEMENT



Presented by:

JENNIFER S. MARTIN, J.D.

PROFESSOR OF LAW

jmart@albanylaw.edu



ALBANY LAW SCHOOL

Assessment v. Evaluation

The Purpose of...

assessment
is to
INCREASE
quality.



evaluation
is to **JUDGE**
quality.

Too short and
not enough
leaves. C-



How do you use assessment or evaluation in your work?

How COULD you use assessment or evaluation in your work?

Let's back up...

Measure: You first need a measurement to collect data; an example is a test or survey; “Charles got 5 out of 10”

Assessment: Based upon the data collected in the measurement, you can make an assessment; “Charles’ grade is poor”

Evaluation: Using data collected from the assessments, you can evaluate and determine a plan/change/needs; “Charles needs to work on these 2 things to improve”

First Step: Develop Course Outcomes/The syllabus

What are you measuring and why?

- By the end of this course, students should be able to:
 - identify, describe, compare and contrast the attributes of the essential elements of contract formation at common law (offer, acceptance and consideration) and defenses to formation, including mistake, misrepresentation, incapacity, duress, unconscionability, undue influence and statute of frauds; contract performance, breach and excuse; remedies; and third party rights
 - appreciate the challenge of balancing several important and, at times, competing values within a coherent legal framework know how to extract rules and policy from judicial opinions
 - identify issues and holdings in judicial opinions
 - recognize the various sides of a given legal issue, and effectively articulate the strengths and weaknesses of each
 - distinguish or harmonize, as appropriate, cases on the basis of law and/or fact
 - summarize and apply the applicable rules to problem

Second Step: Assessment of Student Learning

Examples/Ideas of Assessments

What are you trying to measure in the assessment?

- [Cali.org](#) tutorials
- West Academic Casebook Plus Question Banks
- Aspen Connected Casebooks
- [NCBE past exams](#)
- Problems from your casebook that you've not used
- [Law Professor Blogs](#) (often has current events and oldies but goodies)
- Recent cases
- Problems from other casebooks

Once you have an assessment in mind . .

- Find/Create a measurement
 - Make sure the assessment measures what you are trying to find
 - What are your expectations in terms of student performance?
 - Excel spreadsheets can be helpful to provide student feedback and determine class averages
- Collecting Data/ The scores
 - Data is essential for assessment and evaluation
- Interpret the data
 - How did the students do individually and as a group?

Example 1: A CALI Lessonlink on Secured Transactions: formative assessment and learning

CREATE NEW LESSONLINKS

Secured Transactions II Spring 2023

CLONE LESSONLINKS

DOWNLOAD ALL GRADES FOR THIS COURSE

Lesson Title	Number of Runs	Click for Student Grades	Download Student Grades	Click for Analytics
CANINE: Article Nine Problems / Chapter 29 - Secured Party Versus Secured Party 2	186	GRADES	DOWNLOAD	ANALYTICS
CANINE: Article Nine Problems / Chapter 28 - Secured Party Versus Secured Party 1	170	GRADES	DOWNLOAD	ANALYTICS

Example 2: What might the data for an essay look like? Create a rubric

Midterm Contracts	
Fall 2020	
	Total Possible
<i>Is a modification of a services contract enforceable when party agrees to pay more?</i>	1
common law applies to services contracts	1
R§ 71, a promise is supported by consideration if it is bargained for in exchange for a return promise or performance.	1
PEDR promise of performance of a legal duty already owed to a promisor which is neither doubtful nor the subject of honest dispute is not consideration. Alaska Packers	1
R89/Angel promise modifying a duty under a contract not fully performed on either side is binding even if not supported by consideration, if the modification is fair and equitable in view of circumstances not anticipated by the parties when the contract was made.	1
Analysis: restaurant will argue it is not bound to pay the higher prices: lack of consideration.	1
Analysis: Supply will argue that financial problems were unforeseen and the modification helps them to perform	1
Analysis: The restaurant would argue that Supply's performance difficulties were not of this sort at all—nothing about repairing the refrigerator itself was any different from or more difficult than originally contemplated, except that Supply itself encountered financial distress unrelated to its burdens in performing its obligations under these contracts.	1
Conclusion: the modification does not satisfy the PEDR and does not seem to satisfy R89	2
<i>Is a modification of a sale of goods contract enforceable when party agrees to pay more?</i>	1
Article 2 applies to sale of goods; things that are moveable	1
Under Article 2, unlike the common law, an agreement modifying a contract needs no consideration to be binding. UCC § 2-209(1). Section 2-209(1) thus obviates the preexisting duty rule entirely in contracts for the sale of goods.	1
modifications governed by § 2-209 must satisfy the obligation of good faith imposed by the UCC. UCC § 1-304. <i>See also</i> Official Comment 2 to UCC § 2-209. Good faith means "honesty in fact and the observance of reasonable commercial standards of fair dealing." UCC § 1-201(b)(20).	1
Application: Supply's financial reversals were serious and apparently unanticipated at the time that Supply entered into the contract with the restaurant, and commitment of the extra money was needed to enable Supply to perform	2
Conclusion: Court will likely enforce the contract as modified for the walk in freezer	2
Total Essay 1	18

Example 3: A set of multiple-choice questions?
 Just the numbers here but you can break them
 down by topic.

Total Possible Points:	15	Median Score:	9	Maximum Score:	14
Total Students:	48	Mean Score:	9.33	Minimum Score:	5
Standard Deviation:	2.04	Reliability Coefficient (KR20):	0.35	Range of Scores:	9

No.	Question	Correct Answer	Response Frequencies				Non Distractor	Correct Group Responses			Point Biserial
			A	B	C	D		Total %	Upper 27%	Lower 27%	
1	Q1	B	12.50	56.25	8.33	20.83		56.25	61.54	30.77	0.23
2	Q2	A	72.92	0.00	2.08	25.00	B	72.92	84.62	53.85	0.28
3	Q3	A	93.75	2.08	0.00	4.17	C	93.75	100.00	84.62	0.25
4	Q4	D	4.17	27.08	4.17	64.58		64.58	100.00	38.46	0.53
5	Q5	C	31.25	14.58	52.08	2.08		52.08	92.31	23.08	0.54
6	Q6	D	56.25	16.67	12.50	14.58		14.58	46.15	7.69	0.45
7	Q7	C	2.08	2.08	93.75	2.08		93.75	100.00	76.92	0.42
8	Q8	C	6.25	22.92	70.83	0.00	D	70.83	84.62	69.23	0.04
9	Q9	B	14.58	29.17	25.00	29.17		29.17	38.46	15.38	0.30
10	Q10	C	0.00	14.58	81.25	4.17	A	81.25	92.31	69.23	0.31
11	Q11	A	68.75	2.08	10.42	18.75		68.75	84.62	38.46	0.44
12	Q12	D	18.75	0.00	27.08	54.17	B	54.17	53.85	53.85	0.05
13	Q13	A	50.00	10.42	6.25	33.33		50.00	76.92	23.08	0.39
14	Q14	A	43.75	2.08	33.33	20.83		43.75	69.23	30.77	0.31
15	Q15	C	0.00	0.00	87.50	12.50	AB	87.50	100.00	69.23	0.34

Let's back up... again

Measure: You first need a measurement to collect data; an example is an essay test or tutorial or multiple-choice set; “Charles got 5 out of 10” OR the class average for the assessment was 5 out of 10.

Assessment: Based upon the data collected in the measurement, you can make an assessment; “Charles’ grade is poor” OR the class a whole did poorly

Evaluation: Using data collected from the assessments, you can evaluate and determine a plan/change/needs; “Charles needs to work on these 2 things to improve” OR . . . The class as a whole needs to work on these 2 things to improve . . .

Closing the loop: Providing Student Feedback

Class averages on different questions and portions of the exam/mc v. essay

STU Midterm Exam Contracts Fall 2022

	<u>Total</u>	
	AGN	1000
Multiple Choice	<u>15</u>	13
Essay	<u>30</u>	
Mid Term total	<u>45</u>	<u>13</u>

Hink/Fisch: Hinshaw v. Ligon Indus, 551 F.Supp.2d 798 (N.D. Iowa 2008)

<i>Whether the UCC or Common law applies to the employment contract</i>	0.25	0.25
Article 2 applies to sale of goods; things that are moveable, the common law applies otherwise	0.25	0.25
This contract is for employment, a service, so the common law applies	1	1
A valid contract requires MA (an offer, an acceptance) and a consideration.	1	
<i>Was there an offer based on the First Letter from Hink's Attorney?</i>	0.34	0.34
Offer is a manifestation of willingness to enter bargain. R24. commitment by the offeror, certainty of terms, communication to the offeree	2	1
Application: Commitment. Facts favoring. "I am writing for the purpose of negotiating terms" so Hinshaw "could resign," which could mean either "here are my terms"	1	

What can you say about the assessment/course?
Closing the loop on your course

- What can the students do better next time? As a group?
- Do we need to change what we teach or how we teach it?
- Was the assessment effective?

Any Questions?