

College Placement Testing Agreement

This College Placement Testing Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri, a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, with a principal address of 3200 Broadway, Kansas City, Missouri 64111, and (School), Raytown C-2 School District, a public school district and political subdivision of the state of Missouri, with a principal address of 6608 Raytown Rd, Raytown, MO 64133.

WHEREAS MCC is an official Assessment Center, as defined by the U.S. Department of Education, and a qualified provider of the Accuplacer college placement test, an integrated system of computer-adaptive assessments, to high school students.

WHEREAS School desires that from time to time MCC provide Accuplacer testing to School's high school students (Student(s)) that have not applied to MCC for enrollment and to share Students' data related to this purpose;

WHEREAS the purpose of this Agreement is to describe the obligations and responsibilities of the Parties related to this purpose;

NOW THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

1. Scope of Agreement. MCC, under the terms herein, shall provide the Accuplacer college placement test to Students to assess each student's current skill level in reading, writing, and mathematics to satisfy School's reporting requirements to the Missouri Department of Education stipulated by the Missouri Student Improvement Plan (MSIP).

2. Term and Termination. The term of this Agreement shall be from the date of the last signing Party through June 30, 2022 (Term), and shall automatically renew for three (3) one (1) year terms unless earlier terminated. Either Party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other Party.

3. Test Centers. Testing shall be provided at a School designated location or at an MCC testing center (MCC Testing Center(s)). MCC Testing Centers are located at the following MCC campuses:

- MCC Blue River Campus
- MCC Business and Technology Campus
- MCC Longview Campus
- MCC Maple Woods Campus
- MCC Penn Valley Campus.

4. Testing.

4.1. Student Accommodations. Each Party, at its testing location, shall be solely responsible for ensuring that the needs of any Student with documented disability-testing accommodation requirements are met in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

4.2. Testing Room. Each Party, at its testing location, shall be solely responsible for ensuring that the testing room (Testing Room) contains a separate

computer for each individual Student, and laptops, if any, will be fully charged prior to the test session.

4.3. Supervision. Each Party, at its testing location, shall be solely responsible for ensuring that the test Proctor, as defined herein, remains in the Testing Room at all times during testing.

4.4. Academic Dishonesty. The Parties agree that a test Proctor may terminate a test at any time if a Student is suspected of engaging in academic dishonesty during a test session. In the event a test is terminated due to academic dishonesty, MCC can invalidate the test and reissue a new test package if needed.

4.5. Accuplacer & MCC Test Center Policies.

- a) Students shall be permitted to take each section of the Accuplacer test one (1) time every twenty-four (24) hours, and three (3) times in a thirty (30) day period.
- b) Testing shall be untimed. Recommended time allowance is approximately between 90-120 minutes to complete.
- c) The Disability Support Services Coordinator on any MCC campus is available to consult with any Student who has documented disabilities and needs special testing accommodations.
- d) Students must have a current, valid government-issued or current high school ID, with a photo, and must be present to be tested.
- e) All Student electronics, including cell phones, must be turned off and stored outside of the testing room.
- f) All Student personal belongings, including but not limited to hats, caps, sunglasses, scarves, wallets, and purses, are not allowed in the testing room.
- g) Student talking and/or disruptive behavior shall not be permitted in the Testing Room. Proctors shall assist Students with questions who raise a hand during testing. The testing staff reserves the right to stop testing and remove a Student(s) if disruptive behaviors repeatedly occur.
- h) Handheld calculators shall not be allowed. (The test program automatically provides an on-screen calculator if a MATH section question needs a calculator in order to provide an answer.)
- i) Scratch paper and pencils will be provided to Students but must be returned to the Proctor prior to Students exiting the Testing Room.
- j) Restroom breaks shall be available between test sections.
- k) Proctors shall respond to Student emergencies.
- l) Testing sessions shall not exceed a maximum of 20 students.

5. MCC Responsibilities.

5.1. Test Results. MCC shall provide School with the results of each testing session within ten (10) business days of each test date in compliance with the data sharing provisions detailed in *Exhibit A – Data Sharing*.

5.2. Test Proctors. MCC shall train test administrators/proctors (Proctor(s)) who shall be (i) MCC employees who administer the tests at the MCC Testing Centers, and/or (ii) employees of the School that administer the tests at School testing locations.

5.3. Technical Issues. It is the responsibility of the School to tryout the testing software at the test location prior to the test date..

5.4. Test Proctors. MCC provides test Proctors (MCC Proctors) for testing sessions at MCC's Testing Centers.

6. School Responsibilities.

6.1. Testing Requests. School's request for each testing session shall be submitted four (4) weeks prior to the test date and shall include:

- a) test date,
- b) number of Students to be tested,
- c) type of test units per Student,
- d) name and address of School testing location or identify a requested MCC Test Center,
- e) name of school test proctor (School Proctor(s)), and
- f) name of the School party responsible for payment to MCC of test session fees.

6.2. School Proctors. The compensation, conduct, and supervision of School Proctors is the exclusive responsibility of School. School shall ensure that prior to serving as a Proctor under this Agreement, each School Proctor shall execute and deliver to MCC a Proctor Agreement in a form similar to *Exhibit B – Proctor Agreement*, attached hereto and incorporated herein.

6.3. School Coordinator. School will appoint an employee as School's testing coordinator to serve as MCC's principal contact person for all activities under this Agreement.

7. Compensation. School shall pay MCC a fee of -five dollars (\$5.00) per test unit used. Following the test dates, MCC shall submit to School an invoice for the number of test units used to School's address for Notices, hereunder. School agrees to issue payment to MCC within thirty (30) days of its receipt of MCC's invoice to the remittance advice address provided for on the invoice.

8. Insurance. The Parties shall obtain and maintain in force for the duration of this Agreement and any extensions thereof, at their sole expense, all types and limits of insurance in no less than minimum amounts than are required by state and federal law, including but not limited to general liability, workers' compensation, unemployment insurance and automobile liability insurance. The Parties will supply evidence of such insurance to the other Party upon request. Any insurance purchased and provided by the Parties is not intended to act as a waiver, nor is it a waiver of any defense available to the Parties and its employees, by statute, constitutionally provision or amendment, at common law or otherwise.

9. INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI, PARTIES AGREES TO INDEMNIFY, RELEASE, AND HOLD EACH PARTIES'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (as used herein shall be referred to as "claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANYWAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY EACH PARTY AND ITS PERSONNEL IN PERFORMANCE OF

THE SERVICES. IN NO EVENT DO ANY OF THE OBLIGATIONS CONTEMPLATED IN THIS AGREEMENT WAIVE EITHER PARTY'S RIGHT TO SOVEREIGN IMMUNITY UNDER LAW. THE PARTIES EACH EXPRESSLY RETAIN ALL IMMUNITY DEFENSES AVAILABLE TO THEM.

10. No Personal Liability. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of a Party, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of a Party. The Parties shall be responsible for their own acts of negligence. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party to this Agreement.

11. Criminal History Background Check Requirements. Pursuant to RSMo, 168.133, School District hereby certifies, where applicable, that all employees and contractors who are hired by a Party on or after January 1, 2005, and who have continuing duties related to this Agreement, and have or will have direct contact with Students, have successfully undergone a criminal background check and a check of the family care safety registry. A Party's employees who have received clearance on the checks within one (1) prior year of employment shall be considered to have completed the background check requirement.

12. Notices. All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the Parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Dr. Ryan Meador,
Metropolitan Community College
3200 Broadway
Kansas City, Missouri 64111
Email address for notices: Ryan.Meador@mcckc.edu.

Notices sent to School shall be sent to:

Attn: Michele Eagle
Raytown Quality Schools
6608 Raytown Road
Raytown, MO 64138
Email address for notices: Michele.Eagle@raytownschools.org

13. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.

14. Compliance with Laws. During the performance of their obligations under this Agreement, the Parties agree to conduct their activities hereunder in compliance with all applicable state and local laws.

15. Non-Discrimination. The Parties agree that no person shall be excluded from participation in, be denied the benefit of, or otherwise to subjected to discrimination in the performance of this Agreement on the ground of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **The Parties shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require**

affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

16. No Debarment. School represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

17. Powers and Authority. Neither Party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other Party without such other Party's express written consent.

18. Severability. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

19. Remedies. All rights and remedies of the Parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one (1) remedy will not be an election of that remedy to the exclusion of other remedies.

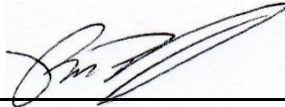
20. Successors and Assignments. This Agreement shall not be assigned by either Party without the prior written consent of the other Party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

22. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a Party sends a signed copy of this Agreement via digital transmission, such Party will, upon request by the other Party, provide an originally signed copy of this Agreement.

The Parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

Junior College District of Metropolitan
Kansas City, Missouri
By: *Kathrine B. Swanson*
Kathrine B. Swanson (Dec 7, 2021 15:36 CST)

Raytown C-2 School District
By: 

Name: Dr. Kathrine Swanson

Name: Brian Huff _____

Title: Vice Chancellor, Student Success
& Engagement

Title: Associate Superintendent of C&I__

Date: Dec 7, 2021

Date: 9/21/2021

Exhibit A – Data Sharing

1. Purpose. The Parties acknowledge under this Agreement that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (HIPAA), data that deals with the confidentiality provisions of the Patient Safety Rule, and Social Security Numbers shall not be released by either Party. Data released must be used in accordance with the Family Education Rights and Privacy Act (FERPA), HIPAA, and School and MCC policies and procedures for managing student education records and other confidential information. The Parties agree that to the extent a Party is in possession of any such data, the data shall be used solely for the purpose of the collection and analysis of college placement test data.

2. Scope of Data Sharing. The scope of the data sharing between the Parties is limited to the following:

2.1. Student identifiers, which shall include:

- i. first name, last name, and middle initial; and
- ii. date of birth and other Student record identifier (such as School assigned Student ID number).

2.2. Accuplacer test results, and/or related predictive Students' test results, and any relevant related information.

3. Data Sharing Responsibilities of the Parties. A portion of the relevant Students' data shall be provided by School to MCC and a portion of the data shall be provided by MCC to School. The data shall be provided in one of the following formats: Microsoft Excel or Access or such other format that is mutually agreed to by the Parties in writing, email being sufficient.

3.1. School shall provide to MCC:

- i. first name, last name, and middle initial; and
- ii. date of birth and other Student record identifier (such as School assigned Student ID number)

3.2. MCC will provide Students' Accuplacer test results to School.

4. Confidentiality and Student Data. School and MCC shall maintain the confidentiality of any and all Students' data exchanged pursuant to this Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, School and MCC shall establish a system of safeguards that shall at minimum include doing the following:

4.1. School and MCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of each other. These measures shall be extended by contract to all subcontractors used by School and MCC;

4.2. School and MCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this Agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information;

- 4.3.** School and MCC shall develop and implement procedures and systems:
- i. that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement;
 - ii. including without limitation good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which are used to process, store, or transmit data provided under this Agreement;
 - iii. that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data; and
 - iv. to process, store, or transmit data provided under this Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws (HIP AA, FERPA, E-government, etc.) and Missouri state laws relating to the privacy rights of students and staff as such laws are applicable to the Parties to this Agreement;

Exhibit B – Proctor Agreement

This Proctor Agreement provides confirmation of the undersigned's understanding of the role and responsibilities of serving as a Proctor of the Accuplacer college placement testing provided pursuant to the College Placement Testing Agreement (Agreement) entered into by and between the Junior College District of Metropolitan Kansas City, Missouri (MCC) and the Raytown C-2 School District.

By my signature below, I hereby acknowledge that, as a test administrator/Proctor:

1. I will endorse the Proctor requirements and responsibilities as specified in the Agreement.
2. I agree to maintain test security at all times.
3. I will provide a quiet environment to Students conducive to testing.
4. I will not share my Accuplacer testing system user name and password with anyone.
5. I will ensure, to the best of my ability that each Student does not cheat on the test.

I have read the statements listed above and to the best of my will ability abide by each condition.

Test Administrator/Proctor Name (Print): _____

Test Administrator/Proctor Signature: _____

Date: _____