



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

March 22, 2019

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve A Security and Testing Agreement with NOCTI for the purpose of administering ASK Business Assessments.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The current goal of the Kenton County School District is 96% transition readiness. Using NOCTI for industry certifications will help Dixie Heights High School meet/increase our transition readiness rate. We currently have 16 Senior students that are eligible to take the ASK Business Assessment and if they pass this industry certification they will become career ready.

**FISCAL/BUDGETARY IMPACT:**

Costs are \$33.00 per ASK assesment and will be paid from Dixie Heights High School Perkins funds.

**RECOMMENDATION:**

Approval of Dixie Heights High School to enter into an agreement with NOCTI for the purpose of administering ASK Business Assessments to increase career readiness.

**CONTACT PERSON:**

Julie Lovell/Teresa Catchen

  
\_\_\_\_\_  
Principal

  
\_\_\_\_\_  
District Administrator

  
\_\_\_\_\_  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"



## Security and Testing Agreement

Thank you for considering NOCTI for your assessment needs! NOCTI is the largest provider of industry-based credentials and partner industry certifications for career and technical education (CTE) programs across the nation. There is no initial setup cost or annual subscription fee for authorized NOCTI testing sites.

A Site Coordinator must be designated to oversee the testing program and serve as the primary contact for the site. The Site Coordinator should be a staff member in an administrative position.

By checking below, I am confirming I understand the following:

As outlined in the NOCTI Security Policy, instructors, teaching assistants, and paraprofessionals are restricted from serving in this role.

Support staff, such as Administrative Assistants, Media Specialists and Secretaries, are not recommended for Site Coordinator. These roles are more appropriate as Co-Coordinators.

Individuals qualified to serve as Site Coordinator should be approved to sign contracts. These include, but are not limited to:

- Principal
- Assistant Principal
- CTE Coordinator
- Counselor
- Director
- Dean
- Testing Coordinator

Prior to designating the Site Coordinator, be sure this individual is willing and able to carry out the following responsibilities:

- Ensure security processes and procedures are followed (found on page 2)
- Work with instructional staff to:
  - Select assessments
  - Schedule testing
  - Review score reports
- Designate appropriate proctors and evaluators
- Facilitate ordering process

Upon receipt of an accurately completed Security and Testing Agreement (STA), the designated Site Coordinator will receive a welcome email from a NOCTI Customer Care Representative with account details and login credentials to access a secure, online Client Services Center for managing the testing program and placing orders.

Thank you!





## Security Policy

### I. Purpose of Agreement

The Security and Testing Agreement (STA) is intended to protect the mutual interests of all agencies that use test materials obtained from NOCTI, as well as the interests of persons who take such tests. NOCTI's standardized, customized, and partner assessments are included in this agreement. As a condition for making test materials available, NOCTI requires that all users sign this agreement and fulfill its terms.

### II. Terms and Conditions

The individuals who sign this agreement accept, on behalf of the named agency, the responsibility of complying with the following terms and conditions.

- A. Testing sites must be approved by NOCTI prior to administration of any NOCTI assessment.
- B. Due to the responsibilities of the Site Coordinator, including access to testing materials, instructors and teaching assistants/paraprofessionals assigned to a Career and Technical Education (CTE) program are prohibited from serving as the Site Coordinator or Co-coordinator.
- C. All test materials supplied by NOCTI under this agreement shall be and remain the property of NOCTI.
- D. Testing sites must protect the integrity of the QuadNet™, which includes the online testing system and the Client Services Center. Access to these password-protected sites is restricted to approved Site Coordinators and Co-coordinators.
- E. Testing sites are liable for the conduct of staff, consultants and/or volunteers associated with the site as related to the assessment program, including but not limited to the Site Coordinator, proctors, and/or evaluators.
- F. NOCTI assessments must be administered in a proctored environment in accordance with directions set forth in NOCTI's test administration guides.
- G. Testing sites must establish a specific assessment security and administration policy denoting the proper handling and use of NOCTI assessment materials.
- H. If an assessment instrument is compromised in any manner, in whole or in part, including but not limited to unauthorized disclosure or access, the testing site will be liable for all damages to NOCTI, including costs of investigation, monitoring of probationary period, and development costs of a replacement assessment instrument. It is understood that these costs can be as much as \$20,000.00 per test.
- I. Testing sites have a professional responsibility to report any security breach to NOCTI immediately and to respond to requests for further information in a timely manner. Any letters of inquiry or subsequent correspondence regarding breaches in the Security Policy will be copied to the state director of Career and Technical Education (CTE) or individual serving in that capacity.
- J. Assessment instruments shall not be reproduced, in whole or in part, in any fashion.
- K. Assessment instruments shall not be made available, in whole or in part, to newspapers, radio stations, or other media sources for any reason.
- L. Assessment instruments shall not be released or administered to individuals other than students in the local testing program. Restricted individuals include, but are not limited to, instructors, proctors, paraprofessionals, parents, and personnel from other districts.

M. Instructors (including paraprofessionals and teaching assistants) for the content area in which the assessment is administered are prohibited from proctoring their own students or students in a similar educational or CTE program during the multiple-choice (written) assessments, in both online and paper/pencil formats. Instructors should not observe the multiple-choice (written) assessment administration.

N. Instructors (including paraprofessionals and teaching assistants) are prohibited from serving as evaluators for performance assessments, both at the school in which they are employed or for programs in other school districts. Third party, non-instructional individuals must be selected when identifying evaluators.

O. Based on liability and logistical considerations, instructors should be accessible during the performance assessment administration to assist with tasks that the evaluator cannot do (i.e., locate extra materials, shut off power, give a student a pass, etc.). Instructors should not observe the performance assessment administration.

P. Assessments, assessment questions, performance jobs, related scoring criteria, or any other special projects may not be shared with secondary or post-secondary instructors at any time, under any circumstances. Additionally, instructor access to the Client Services Center is prohibited using the Site Coordinator's login credentials.

Q. Test participants must not have access to assessments, assessment questions, performance jobs, related scoring criteria, or any other special projects until the actual test administration commences.

### III. Signatory

It is agreed that the individual who signs this agreement will be authorized to order NOCTI assessment materials and will be designated as the primary contact at the testing site. In the event that the primary signer leaves the organization, or another individual is designated to serve as the Site Coordinator, a new STA must be submitted.

### IV. Exclusion of Warranties

ALL TEST MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." NOCTI DOES NOT MAKE ANY EXPRESS WARRANTIES, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### V. Termination of Agreement

NOCTI retains the right to terminate this agreement and withhold, restrict, or recall its assessment materials if it believes the terms and conditions of this agreement have been violated. These measures shall be in addition to any legal remedies available to NOCTI.

### VI. Controlling Law and Dispute Resolution

This Agreement is governed by the laws of the State of Michigan, excluding its choice-of-law rules. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS MECOSTA COUNTY, MICHIGAN. THE TESTING SITE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS IN OR FOR MECOSTA COUNTY, MICHIGAN.

By initialing, I confirm that I understand the terms of the Security Policy.  
Initials: \_\_\_\_\_



## Testing Agreement

Select one: New Customer Coordinator Change Account Update

Select all that apply: Secondary Testing (high school) Post-Secondary Testing (college/university)

NOCTI Site Code: \_\_\_\_\_ (New customers will be issued a site code by NOCTI during account setup.)

Shipping Information			
Organization Name: (Will appear on all score reports and certificates) <u>Dixie Heights High School</u>			
Organization Website:		Shipping Address: (Official USPS shipping address. No P.O. Box) <u>3010 Dixie Highway</u>	
Site Coordinator: (Instructors, teaching assistants, and paraprofessionals are restricted from serving in this role.) <u>Julie Lovell</u>		Shipping Address 2:	
Site Coordinator Email Address: * <u>College &amp; Career Coordinator</u>		City: <u>Ft. Mitchell</u>	
Site Coordinator Telephone: <u>859-341-7650</u>	Ext: <u>108</u>	State: <u>KY</u>	Zip Code: <u>41017</u>
Site Coordinator Fax: <u>859-341-0253</u>		Country: <u>Kenton</u>	

\*Organization email address must be used. Email addresses from free web-based services (e.g., Gmail, Yahoo!, Hotmail) or Internet Service Providers (e.g., Verizon, Comcast) will not be accepted.

Billing Information			
Billing Contact : <u>Teresa Catchen</u>		Organization Name: <u>Dixie Heights High School</u>	
Billing Email Address: (Invoices are emailed) <u>teresa.catchen@Kenton.kyschools.us</u>		Billing Address: <u>3010 Dixie Highway</u>	
Billing Telephone: <u>859-341-7650</u>	Ext: <u>100</u>	Billing Address 2:	
Billing Fax: <u>859-341-0253</u>		City: <u>Ft. Mitchell</u>	
Federal ID Number: (ex: 12-3456789) <u>616001301</u>		State: <u>KY</u>	Zip Code: Country: <u>41017 V.S.A</u>

Other
We have multiple campuses/shipping addresses. (Please attach a list of campuses/shipping addresses if applicable)
Notes:

By signing below and submitting the Testing Agreement to NOCTI, we acknowledge:

Enforcement of NOCTI's Security Policy, including ensuring security of testing materials from loss, unauthorized access, and reproduction is the responsibility of our organization.

Our organization is liable for Security Policy violations by anyone involved in the testing program.

Signature of Site Coordinator: <u>Julie A. Lovell</u>	Print Name: <u>Julie A. Lovell</u>	Job Title: <u>College &amp; Career Coordinator</u>	Date: <u>3/22/19</u>
Signature of Organization Administrator: (Other than the Site Coordinator)	Print Name:	Job Title:	Date:
Email Address*:			