

**POST ENTRY-LEVEL DISPATCHER SELECTION TEST BATTERY
SECURITY AGREEMENT (1/2017)**

I Parties to the Agreement

The parties to this Agreement are the California Commission on Peace Officer Standards and Training, hereinafter referred to as POST, and _____, hereinafter referred to as the Examining Agency.

The above-named Examining Agency enters into this Agreement, accepts it, and agrees to be bound by it in consideration and exchange for acquiring the right to use the POST Entry-Level Dispatcher Selection Test Battery. Agreements are required to be updated annually at the beginning of each calendar year.

II Purpose of the Agreement

This Agreement is intended to protect the mutual interests of POST, and all public agencies that use the POST Entry-Level Dispatcher Selection Test Battery for screening purposes, as well as the interests of the persons who take the tests, in order that no person may gain special advantage by having improper access to the material. POST requires, as a condition for making the POST Entry-Level Dispatcher Selection Test Battery available, that the Examining Agency execute this Agreement and fulfill its terms.

A. Required Proctor Training

This agreement does not authorize the Examining Agency to administer the POST Entry-Level Dispatcher Selection Test Battery without POST supervision. Staff of the Examining Agency must complete POST approved training on testing procedures in order to receive authorization to administer the POST Entry-Level Dispatcher Selection Test Battery without POST supervision.

III Terms and Conditions

POST agrees to make available to the Examining Agency the POST Entry-Level Dispatcher Selection Test Battery, subject to the conditions set forth in this Agreement. POST will take appropriate and reasonable precautions to assure that all test materials are delivered to the Examining Agency in a secure manner. As a user of the POST Entry-Level Dispatcher Selection Test Battery, the Examining Agency agrees to the following terms and conditions:

A. Security of Test Material

1. All test materials supplied by POST will be used only for the official purposes of the Examining Agency in testing candidates for employment as an entry-level dispatcher. Under no circumstances will the Examining Agency record, duplicate, or permit anyone to record, or duplicate the POST Entry-Level Dispatcher Selection Test Battery. Furthermore, under no circumstances will the supplied materials be made available to prospective job seekers or other unauthorized persons for the purposes of study or to persons who have taken the POST Entry-Level Dispatcher Selection Test Battery and want to review the test questions.
2. All test materials supplied by POST will be handled and stored by the Examining Agency in a manner that will prevent unauthorized persons (i.e., any person not having signed an Attachment A, *Acknowledgement of the Requirement to Adhere to the Terms and Conditions of The POST Entry-Level Dispatcher Selection Test Battery Security Agreement*) from having access to the materials.
3. The Examining Agency may print a sufficient number of copies of the Entry-Level Dispatcher Selection Test Battery booklets to meet the current month's need for test booklets. Examining Agencies may not print large numbers of test books and store them for future month's use. Scantron forms, however, may be held for future use. To increase test security, POST will scramble items within test forms on a monthly basis. Thus, the test booklets and scoring key will change each month. Test Materials for tests scheduled in the first week of a month will be mailed the final week of the preceding month. Test Booklets must be given a unique identifying number so that they can be inventoried. All printing of test material will be conducted under the direct supervision of an authorized person at the examining agency. Under no circumstances shall test material be sent to any printer without the supervision of an authorized person. Test booklets must be shredded after each test use. Unused booklets must be shredded monthly.
4. The Examining Agency will reimburse POST for a portion or all of the replacement costs, as determined by POST, for test materials that are lost, stolen or otherwise compromised while in the possession of the Examining Agency. Replacement costs include all costs associated with the development and validation of new test materials to take the place of those test materials that were compromised. See A.6 for further details.
5. In the event any test materials supplied by POST should become involved in legal proceedings conducted by a court or other body

vested with legal authority, the Examining Agency will inform the legal authority of the existence and terms of this Agreement, and will move that POST's materials be covered by a protective order that safeguards its confidentiality. POST will be promptly notified in writing of any such proceedings.

6. In the event an examinee is caught cheating (e.g., copying answers from another examinee's test, providing answers to another examinee; or using any other prohibited aid or information) the Examining Agency should take appropriate measures against individuals violating testing rules. The Examining Agency will notify the POST Testorders within 24 hours of the test administration and document the incident on the Proctor's Report.

B. Fees for Use of the Test Battery

Agencies participating in the voluntary POST Public Safety Dispatcher Program will not be charged for test materials or services, with the exception of optional test proctoring services. The Examining Agency agrees to pay for proctoring services, if used, in accordance with the prevailing schedule of fees.

Agencies that are not participants in the POST Public Safety Dispatcher Program will, in addition to the above charges, be assessed for the use of test materials. The Examining Agency, if not participating in the Public Safety Dispatcher Program, agrees to pay for the use of the POST Entry-Level Dispatcher Selection Test Battery in accordance with the prevailing schedule of fees.

All payments will be made to POST or an agent thereof in arrears no later than 30 days following the receipt of initial invoice.

C. Agency Responsibilities

1. Only personnel authorized by POST may administer the POST Entry-Level Dispatcher Selection Test Battery in accordance with the instructions provided by POST; and immediately following the test administration will return all answer sheets (used and unused), test book control sheets, candidate code of conduct, and inventory sheets to:

Commission on Peace Officer Standards and Training
SERB-Test Orders
860 Stillwater Road, Suite 100
West Sacramento, CA 95605

2. Test materials supplied to the Examining Agency will be used in accordance with relevant professional standards (e.g., *Standards for Educational and Psychological Testing*, AERA, APA, NCME, 1999) and state and federal law.
3. The Examining Agency will designate one or more persons who are authorized to receive test materials from POST. Staff is defined as non-student assistant or cadet personnel who work for the public safety department or academy in a paid or volunteer capacity.
 - a. The Examining Agency will require each designee to read this agreement and sign Attachment A, *Acknowledgement of the Requirement to Adhere to the Terms and Conditions of The POST Entry-Level Dispatcher Selection Test Battery Security Agreement*.
 - b. The Examining Agency will notify POST, in writing, of each designee's name, title, proctor/proctor assistant status, mailing address, and telephone number prior to the receipt of any test materials. Staff is defined as non-student assistant or cadet personnel who work for the public safety department or academy in a paid or volunteer capacity.
 - c. The Examining Agency will keep a signed copy of Attachment A on file for each designee and will make these signed copies of Attachment A available for inspection by POST.
 - d. Whenever one of the Examining Agency's designees leaves the Examining Agency's employment, or is relieved of the responsibility for carrying out the terms of this agreement, the Examining Agency will promptly notify POST in writing by submitting a revised list of designees (Attachment B).
 - e. Examining Agency staff is prohibited from taking the POST Entry-Level Dispatcher Selection for which they have access to the test materials for a period of 2 years.
4. The Examining Agency will limit access to the test materials to persons from the Examining Agency who have direct responsibility for the Examining Agency's testing function.
5. Before an examinee can retest, he/she must wait for a period of 30 calendar days. The Examining Agency will need to notify all examinees of the waiting period.

6. Examining Agency will retain the examinee's identification card (e.g. license, passport) for the duration of the exam. Identification cards should be returned to examinees at the conclusion of the exam once all materials have been inspected.
7. All candidates will be required to read and sign a candidate rules agreement prior to each test administration.

D. Scoring/Retention/Review of Test Materials

POST will provide the Examining Agency with a report of test results for each test administration. If requested by the Examining Agency in writing, POST will retain answer sheets for such reasonable time as the Examining Agency's rules may prescribe. Keyed copies of the tests will not be made available for inspection, nor will candidates be allowed to review any test at any time.

The Examining Agency will provide each candidate with a POST T-Score breakdown on Agency letterhead within 30 days of completion of the exam. The results letter must also contain the test date, candidates first and last name along with their complete mailing address.

E. Exceptions

Any exception to this Agreement must be stated in writing and agreed to by both parties before such exception may be considered to be in effect.

F. Termination of Agreement

In the event that officials of the Examining Agency should, in the future, find that they are no longer able to assure fulfillment of the Agreement, the signer or other official will promptly notify POST to that effect in writing, and upon request, the Examining Agency will return all testing materials obtained from POST.

POST reserves the right to terminate this Agreement, or to withhold access to its testing materials, if it has reason to believe that the terms of the Agreement are not being fulfilled.

VI Acceptance of Terms and Conditions of this Agreement

On behalf of the Agency I represent, I accept the terms and conditions of this agreement and agree to comply with them. By signing, I understand that I am accepting responsibility for any test related actions on behalf of all Agency Representatives.

EXAMINING AGENCY

NAME _____ **TITLE** _____
(Please Print)

AGENCY _____

STREET ADDRESS _____

CITY/STATE/ZIP _____ **PHONE** () _____

EMAIL ADDRESS _____

DATE _____ **SIGNATURE** _____

COMMISSION ON POST

NAME Teanna Fecht **TITLE** Testing Coordinator

ADDRESS 860 Stillwater Road, Suite 100

CITY/STATE/ZIP West Sacramento, CA 95605

DATE _____ **SIGNATURE** _____

ATTACHMENT A

**ACKNOWLEDGEMENT OF THE REQUIREMENT
TO ADHERE TO THE TERMS AND CONDITIONS
OF THE POST ENTRY-LEVEL DISPATCHER TEST BATTERY SECURITY
AGREEMENT**

(To be retained on File at the Examining Agency)

I have been provided with a copy of the POST Dispatcher Selection Test Battery Security Agreement with the California Commission on Peace Officer Standards and Training. I have read and understand the terms and conditions of this agreement, and I agree to carry out my duties and responsibilities in accordance with all applicable provisions. I understand that I cannot take the POST Dispatcher Selection Test Battery for a period of one year from the date I signed this acknowledgement.

NAME _____
(Please Print)

TITLE _____

AGENCY _____

STREET ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE () _____

EMAIL ADDRESS _____

SIGNATURE _____

DATE _____

ATTACHMENT B

Designee List

I, _____ (Authorized person), designate the individuals listed below to be POST designees for _____ (Examining Agency).

A designee is anyone that will handle POST test material. Proctor status describes whether the designee is (1) designee only, (2) designee and proctor, or (3) proctor only. I acknowledge that the individuals listed below and myself have all read POSTs security agreement, signed Attachment B and will adhere to the terms as presented in order to maintain the integrity and security of POSTs testing materials.

(Please Print)

<u>Name</u>	<u>Job Title</u>	<u>Phone number</u>	<u>Email address</u>	<u>Primary contact Y/N?</u>	<u>Proctor Status</u>

SIGNATURE _____

DATE _____