

# POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY SECURITY AGREEMENT (Rev. 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 Law Enforcement 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 all public agencies that use the POST Entry-Level Law Enforcement 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 Law Enforcement 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 Law Enforcement 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 Law Enforcement Test Battery without POST supervision.

## **III Terms and Conditions**

POST agrees to make available to the Examining Agency the POST Entry-Level Law Enforcement 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 Law Enforcement Test Battery, the Examining Agency agrees to the following terms and conditions:

A. Security of Test Material

1. Except as otherwise specified in this Agreement, the examining agency will not allow anyone to have access to the materials unless they have a business reason to access the materials and have signed Attachment A (hereafter “authorized person”). All test materials supplied by POST will be used only for the official purposes of the Examining Agency in testing candidates for employment or admission to a POST-certified Basic Academy. 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 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 Law Enforcement 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 Law Enforcement 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. In the event that any test materials supplied by POST are lost, stolen or otherwise compromised while in the possession of the Examining Agency, the Examining Agency will immediately notify POST and will make reasonable efforts to recover such materials to prevent their distribution to other unauthorized parties and to mitigate the damage caused by their loss. See A.6 for further details.

5. In the event an examinee is caught cheating (e.g., copying answers from another examinee's test or 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 POST Test Orders within 24 hours of the test administration and document the incident on the Proctor's Report.
6. 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.
7. In the event any test materials supplied by POST should become involved in legal proceedings filed against the Examining Agency or its personnel, the Examining Agency shall immediately notify POST of the nature of the dispute, the case name and number, the venue of the proceeding, and shall provide copies to POST of the complaint, accusation, or other document initiating the proceeding. If discovery of the test materials is sought, the Examining Agency shall immediately notify POST of the request and shall file a motion for a protective order, strictly limiting the use and disclosure of the materials. Under no circumstances will copies of the test materials be disclosed to any party in such proceeding unless ordered by a court or administrative body of competent jurisdiction or with the consent of POST.
8. Notify POST if your agency administers the test battery on behalf of a separate local law enforcement agency. Direct any inquiries on this process to POST at [testorders@post.ca.gov](mailto:testorders@post.ca.gov) or 916-227-4888.

B. Agency Responsibilities

1. The Examining Agency will administer the POST Entry-Level Law Enforcement Test Battery in accordance with the instructions provided by POST; and immediately following the test administration will return all answer sheets, test book control sheets, proctor report, candidate rules agreement, and master inventory sheets to:

Commission on Peace Officer Standards and Training  
SERB-Test Orders

860 Stillwater Road, Suite 100  
West Sacramento, CA 95605

- (a) Used and unused test booklets shall be shredded immediately after a test administration if the agency is testing only once. If the agency is testing more than once in the month, the used test books should be shredded after each test and the unused test books should be shredded at the end of the month. All test books should be shredded under the supervision of the testing agency.
2. Test materials supplied to the Examining Agency will be used in accordance with relevant professional standards (e.g., *Standards for Educational and Psychological Tests, American Psychological Association, 1999*) and State and Federal law.
3. Test materials supplied to the Examining Agency for use on a specific date will not be re-used by the Examining Agency on another date without prior approval by POST.
4. The authorized person at the Examining Agency will designate one or more agency staff (hereinafter referred to as a “Designee”) to be authorized to receive test materials from POST. Designees cannot be student assistants or cadet personnel who work for the public safety department or academy in a paid or volunteer capacity.
  - (a) The authorized person at 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 Law Enforcement Test Battery Security Agreement*.
  - (b) The authorized person at the Examining Agency will notify POST, in writing, of each designee's name, title, e-mail address, sworn status, and telephone number prior to the receipt of any test materials by listing their names on Attachment B. A revised copy of Attachment B will be sent to POST whenever the designee list changes, especially when new test proctors must be trained.
  - (c) The authorized person at 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 Authorized Person and Designees are prohibited from taking the POST Entry-Level Law Enforcement Test Battery for which they have had access to the test materials for a period of 1 year.
- 5. The Examining Agency will limit access to the test materials to persons from the Examining Agency who are Designees and have direct responsibility for the Examining Agency's testing function.
- 6. The Examining Agency will provide each candidate with a POST T-Score breakdown on Agency letterhead within 30 days of completion of the examination. The results letter must also contain the test date, candidates first and last name along with their complete mailing address.
- 7. 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. POST will not score an exam submitted for any individual who has tested within 30 days.
- 8. The 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.
- 9. All candidates are required to read and sign a candidate code of conduct document prior to each test administration. Refusal to sign and follow the agreement will result in the candidate not being able to take the test or to see any test questions.

C. 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.

D. 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.

E. 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.

**IV 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 LAW ENFORCEMENT TEST BATTERY  
SECURITY AGREEMENT**

*(To be retained on File at the Examining Agency)*

I have been provided with a copy of the POST Entry-Level Law Enforcement 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 PELLETB 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**

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. I acknowledge that the individuals listed below and myself have all read POST's security agreement, signed Attachment A and will adhere to the terms as presented in order to maintain the integrity and security of POST's testing materials.

*(Please Print)*

**Designee List**

<u>Name</u>	<u>Job Title</u>	<u>Phone number</u>	<u>Email address</u>	<u>Primary contact Y/N?</u>	<u>Sworn Peace Officer</u>

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_