

NOCTI 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 those qualified to take part in the local testing program. Restricted individuals include, but are not limited to, instructors, 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.