



## **CODESP AFTERSCHOOL/HEAD START PROGRAM SECURITY AGREEMENT**

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and the \_\_\_\_\_ hereinafter known as the Afterschool or Head Start Program. In order to protect the mutual interests of all CODESP agencies, each Afterschool or Head Start Program is required to execute this agreement and fulfill its terms.

- a. It is understood and agreed that the primary signer of this agreement will be an authorized agent of the Afterschool or Head Start Program. The Afterschool or Head Start Program may designate one or more alternates. If the primary signer of this agreement is not an agent of the Afterschool or Head Start Program with responsibility for oversight of the Afterschool or Head Start Program's test administration and selection practices, an alternate signer is required who maintains responsibility in this area. The Afterschool or Head Start Program may also assign an additional alternate signer of its choosing. All alternate signers will be regarded as sharing the responsibility with the primary signer for carrying out the terms of this agreement. CODESP has the right to terminate this agreement and all associated agreements and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.
- b. All references contained herein to "CODESP test materials" include all materials provided by CODESP, and any reasonable variations thereof, to be used in the assessment of job candidates. This includes any materials that have been translated, edited, or modified from the original, but still contain content provided by CODESP or content that can reasonably be attributed to CODESP.
- c. Test materials obtained through CODESP will be used for the official purposes of the Afterschool or Head Start Program in testing candidates for placement within their Afterschool or Head Start Program. These employees may work at various sites serviced by the Afterschool or Head Start Program, but remain employees of the Afterschool or Head Start Program. The use of test materials by the Afterschool or Head Start Program to test or assess candidates for a non-customer agency is strictly prohibited. At no time may the Afterschool or Head Start Program share testing materials obtained from CODESP with other agencies or provide information relating to testing conducted with CODESP materials to other agencies. Under no circumstances will materials so obtained, including tutorials, be posted on the Afterschool or Head Start Program's website or other websites. Under no circumstances will test materials be stored in any

other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials, nor will the Afterschool or Head Start Program knowingly permit others to do so. The Afterschool or Head Start Program will not enter any test materials obtained through CODESP into any third-party testing or test management system unless there is an expressed written consent that the third-party will not retain any of the data and that consent has been shared with CODESP administration.

- d. Test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to make notes about, copy, or retain any of the actual materials. Any reviews of materials are to be conducted under the general supervision and responsibility of the primary signer (or alternate signer with responsibility over the area of test administration and selection practices) of this agreement. The final selection and use of test materials is the responsibility of the Afterschool or Head Start Program.
- e. No official, staff member, consultant, or other agent of the Afterschool or Head Start Program may loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material, nor will they knowingly permit others to do so. Under no circumstances will CODESP materials be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.
- f. Test materials obtained through CODESP will be used and stored at the Afterschool or Head Start Program in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in-person in proctored environments by an Afterschool or Head Start Program employee to ensure that no test materials are removed from the test site. Test materials shall not be used in any non-proctored or remote (proctored or non-proctored) setting without the expressed written consent of CODESP administration. Test materials specifically designated by CODESP for remote or non-proctored use are exempted. Any test materials entered into any third-party software must be removed immediately upon termination of the Agency's business relationship with the third-party.
- g. All test proctors must be employees of the Afterschool or Head Start Program and must sign the CODESP User Security Agreement. No more than 10 users are allowed per Afterschool or Head Start Program (exceptions may apply for agencies with over 3,000 employees). Employees of third-party vendors serving solely as test proctors for remotely proctored test administrations approved by CODESP in accordance with section E above are exempt from signing the CODESP User Security Agreement.
- h. If candidates are allowed consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual whose signature is on the CODESP User Security Agreement. The candidate may not make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in

an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.

- i. If it is necessary that materials obtained through CODESP be presented in proceedings conducted by a court or other body vested with legal authority, the Afterschool or Head Start Program shall request that the material be covered by a protective order that will safeguard its confidentiality, and CODESP will be promptly notified of the proceedings.
- j. The Afterschool or Head Start Program understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials and services including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The Afterschool or Head Start Program also is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the Afterschool or Head Start Program to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.
- k. The Afterschool or Head Start Program agrees that all necessary administrative steps will be taken to ensure that staff members, consultants, or others who may have access to material provided through CODESP will be informed of this agreement and required to comply with it. Any Afterschool or Head Start Program violating test security, intentionally or otherwise, will be denied further test materials until the security violation has been resolved to the satisfaction of CODESP administration. The signers of this agreement are authorized to execute this agreement on behalf of the parties.
- l. Upon termination of CODESP membership/subscription, the Afterschool or Head Start Program shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The Afterschool or Head Start Program shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The Afterschool or Head Start Program shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.
- m. If the signer(s) of this agreement find(s) it impossible to ensure fulfillment of this agreement or leave(s) the Afterschool or Head Start Program, an authorized agent of the Afterschool or Head Start Program shall notify CODESP to make arrangements for continuation or termination of the agreement.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Primary Signer:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Human Resources Administrator (if different from above):

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_