



GED Testing Contract

Performing Party:	Austin Community College District GED Testing Center
Receiving Party:	Williamson County Juvenile Services, Juvenile Justice Center
Date:	October 1, 2009
Prepared by:	Michiel D. Davis, GED Chief Examiner
Contract Period:	November 1, 2009 to December 30, 2010

GED Testing Contract

1 General

THIS CONTRACT is entered into as of **1st day of November, 2009** and between **Austin Community College District, GED Testing Center, 5930 Middle Fiskville Road Room 106, Austin, Texas 78752-4341** (Testing Provider) and **Williamson County Juvenile Services, Juvenile Justice Center, 1821 South East Inner Loop, Suite 2, Georgetown, Texas 78626-6357**. (Receiving Party).

2 Terms of Contract

Listed below are the terms of this contract entered into by **Austin Community College District, GED Testing Center** and **Williamson County Juvenile Services, Juvenile Justice Center**.

This contract is binding for the period of **November 1, 2009 to December 30, 2010**.

- 2.1 This document shall be considered as a proposal for services until signed by both parties.
- 2.2 The receiving party agrees to pay for services received upon receipt of a proper invoice or voucher. Payment shall be due within thirty (30) days and must include copies of invoices or a list of all invoice numbers to be reconciled.
- 2.3 Austin Community College District will provide GED testing services at the minimum of one day each week unless GED testing services are not needed. A back up examiner will be available at all times in case the examiner becomes ill or incapacitated. If the GED Examiner were to become incapacitated the candidates must be secured in place until such time as the on call GED Examiner could arrive. The GED Center must be contacted as soon as possible at 512-223-7769 or 512-223-7722 if a replacement examiner is needed. If this is not possible, the candidates will place the answer document and scratch paper inside the front cover of the test booklet. Then show the Proctor their booklet number and place the booklet in the secure bag used to transport the exams. When the Proctor informs the staff that all Test Booklets are accounted for, the candidates can be released. The replacement examiner will be furnished at no cost to the facility.
- 2.4 Facility staff will support the contract by ensuring candidates follow attendance directives. All unit staff will assist in maintaining the security of test materials. They will cooperate in any test irregularity investigation to include confinement on site, thorough search of an individual's person and other forms of searches necessary.
- 2.5 The facility staff is responsible for conducting registration sessions for all new GED candidates. Each candidate must complete an Online U.S. Demographics Form one week before testing. The candidate must also complete the ACC GED Records Card which must be given to the GED Examiner along with a copy of the candidates Government issued photo identification document or TEA approved identification document one week prior to the test date. Social Security numbers must be provided from the candidate's Social Security card or official record. If a candidate has tested before, a copy of their official GED record must be furnished as well. The GED Examiner will train the Facility Education Center staff on all procedures related to completing the GEDTS Online Demographics Form and ACC GED Record Card. The facility will ensure that the candidates follow the instructions closely, so their information is properly recorded.
- 2.6 One week prior to the scheduled test date, a list of candidate names, social security numbers and date of birth must be e-mailed or faxed to the GED Center. The list must also include if the candidate is new or a transfer and if the candidate is retesting. Transferred candidates cannot test without an official score report being on file at the GED Testing Center. This report is required

for candidates that tested at a GED Test Site other than ACC on or after January 1, 2002. The GED Center can assist in obtaining these records if a request is made prior to testing or registering the candidate.

- 2.7 When Writing Skills or Mathematics exams are administered, no other GED exam can be given concurrently during the same testing session. Only Social Studies, Science or Reading GED exams can be administered during the same testing session and only two of the three exams can be administered on the same test day as long as they are concurrent.
- 2.8 The testing room will maintain a ratio of one examiner and one proctor¹ for a maximum of fifteen (15) candidates.
- 2.9 The testing room must be available to the GED Examiner at least thirty minutes prior to test time for setup and inspection of the appropriateness for testing. It must be a quiet, comfortable, well lighted room. It must have a clock facing the examinees and a chalk or white board. There must be adequate space between examinees and a desk and chair for the GED Examiner and Proctor facing the candidates.
- 2.10 The GED Tests will be administered in accordance with the "Official GED Examiners Manual" and the "Plan of Transporting and Testing at Remote Sites".

3 Security

- 3.1 The GED Examiner is directed to remove disruptive candidates from the test to ensure the safety and order of testing session. Facility staff must be available during testing to handle disturbances or a method to communicate with facility staff must be available during the test session.
- 3.2 Facility staff must be able to pat search each candidate leaving the testing room if it becomes necessary. Facility staff must have a method to collect material that has been damaged by biohazard material (i.e. bodily fluids). The test material must be given to the examiner once it is collected and placed in the correct container.
- 3.3 Any candidate who violates security procedures or whose behavior affects the integrity of the test session may be subject to one or more of the following:
 - 3.3.1 Removal from session without completing the five (5) subtests.
 - 3.3.2 Subtests or entire battery invalidated.
 - 3.3.3 An imposed waiting period before retesting.
- 3.4 Austin Community College District agrees to any and all security policies set forth by the facility with one exception required by the Texas Education Agency (TEA): All material that Austin Community College District brings into the facility can be searched for contraband, but testing materials will not be removed from the GED Examiner's possession at any time. Also, at no time can any official GED material be read by the person conducting the search.
- 3.5 Confidentiality of candidate records must be maintained at all times. Unless the candidate marks "yes" on the GED US Demographic Form, his or her score or personal information cannot be released to the facility. The person from the facility who is requesting the information must provide the candidate's name, Social Security number and date of birth. The candidate record information cannot be provided to any other business or person without written permission from the candidate.

¹ In accordance with the Texas Instructions for Administering GED 2002 section 5.1 2006 Contract.

4 Testing Fees

- 4.1 Austin Community College District will be reimbursed for testing at the rate listed in sub-section 4.3 of the contract.
- 4.2 All fees are subject to change with thirty days (30) written notice before effective date of the change. The facility will be billed for all services provided, by the fifteenth of the following month of service.
- 4.3 Breakdown of fees to be charged are listed below:
 - a. If the fee is paid in full:
 - \$100.00 per candidate total GED Testing Fee valid for a period of one year.
 - b. If the fee is paid in increments:
 - 1. \$40.00 GEDTS/TEA fee for new candidates
 - 2. \$12.00 per test per candidate for the first year of testing
 - 3. \$20.00 per test per candidate who has not completed testing within one year
 - 4. \$20.00 retest fee for all GED Tests
 - 5. \$15.00 transfer fee²
 - 6. \$150.00 Damaged Test Booklet Fee
 - 7. \$90.00 GED Examiner charge per session plus \$.550 per mile round trip
 - 8. \$60.00 Proctor Charge per session plus \$.550 per mile round trip
- 4.4 Amendments to this contract by either party must be submitted in writing thirty days before the effective date of the changes or additions.
- 4.5 The GED Examiner and GED Proctor are contracted by Austin Community College District and all payment for services provided to these staff will be paid by the college. All Austin Community College District GED Testing staff undergoes a full background check as part of their hiring process. GED Examiners and GED Proctors will be approved and hired by the Testing Provider. No one other than appointed and approved Examiners or Proctors can administer GED examinations at the facility.

5 GED Testing Center Contact Information

Address: Austin Community College District
GED Testing Center
5930 Middle Fiskville Road, Room 106
Austin, Texas 78752-4341

Phone: 512-223-7726
Fax: 512-223-7734

² Assessed to any candidate who tested at any GED Testing Center other than Austin Community College District

6 Definition of Terms in this Contract

Listed below is the definition of terms so that both parties can fully understand the terms referred to in this contract.

Candidate	Individual who registers for a Test and engages in taking a Test.
GED Examiner	Staff member provided by Austin Community College District GED Testing Center to administer the GED Test.
GED Proctor	Staff member provided by Austin Community College District GED Testing Center to assist in the administration of the GED Test.
GEDTS	General Educational Development Testing Service, Washington, DC Publishes the Official GED Documents Candidate Record Cards, Test Answer sheets, Demographic Sheets, and any Test booklets.
Official GED Record	Document with GED scores from the Texas Education Agency.
Test Room	Room used for GED Testing only during the period set aside for said Testing.
TEA	Texas Education Agency is the governing body for GED Testing in the State of Texas.
Transfer Candidate	Candidate who has not tested at Austin Community College District GED Testing Center at any time or has not tested since January 1, 2002.

7 Texas Law to Apply

This contract shall be construed under and in accordance with the laws of the State of Texas.

8 Prior Contract Superseded

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter of this contract.

9 Certification of Basic Contract

Austin Community College District GED Testing Center and Literacy Council of Williamson County – Williamson County Jail, a Correctional Facility have each duly executed this contract as of the date indicated in the first paragraph of this contract.

RECEIVING PARTY

Williamson County Juvenile Service
Juvenile Justice Center
1821 South East Inner Loop, Suite 2
Georgetown, Texas 78626-6357

By: Authorized Signature

Title

Date Signed

By: Authorized Signature

Title

Date Signed

PERFORMING PARTY

Austin Community College District
GED Testing Center, Room 106
5930 Middle Fiskville Road
Austin, Texas 78752

Michael D. Davis

By: Authorized Signature

Director of CE Testing Services

Title

October 1, 2009

Date Signed

Kirk White

By: Authorized Signature

Interim Executive Dean Continuing Education

Title

October 1, 2009

Date Signed