

AGREEMENT

This Agreement ("Agreement") is made by and between The Junior College District of Metropolitan Kansas City, Missouri dba Metropolitan Community MCC ("MCC") on behalf of its Penn Valley Campus ("Campus"), with a principal address of 3200 Broadway, Kansas City, Missouri 64111, and Jackson County Detention Center ("County"), with a principal address of 1300 Cherry Street, Kansas City, Missouri 64106.

Whereas, MCC and the County wish to enter into an agreement whereby MCC, as an official General Educational Development ("GED") Testing County with the American Council on Education, will administer GED tests to qualified adults housed at the County.

For good and valuable consideration as described herein, the parties hereto agree as follows.

1. Testing

Testing dates shall be mutually arranged and administered and shall be conducted in a pre-approved room at the County. The County agrees that MCC requires at least two (2) weeks notice prior to any potential test date. The parties understand that special procedures apply for documented disability-testing accommodations and in such an event, the American Council on Education's GED manual ("Manual") shall be followed. Testing will not be scheduled until approval is received from the applicable governing bodies.

2. MCC Responsibilities

MCC shall provide the following throughout the term of this Agreement.

- 2.1 **Examiners.** MCC agrees to provide qualified GED examiner(s) ("Examiner") and all GED testing materials. The Examiner is an employee of MCC and as such, his or her compensation, conduct, and supervision are the exclusive responsibility of MCC.
- 2.2 **Sessions.** MCC agrees to conduct testing sessions in accordance with the policies and procedures as set forth in the Manual, as well as the procedures required by the Missouri Department of Elementary and Secondary Education ("DESE").
- 2.3 **Administration.** The Examiner will administer the GED test and handle test materials in accordance to the provisions of the Manual, as well as prepare and mail the completed tests for scoring. The Examiner does not score the tests or receive test scores. The results of the tests will be sent to the County by the state GED office of DESE.

FILED

APR 05 2012

MARY JO SPINO
COUNTY CLERK

3. County Responsibilities

The County shall provide the following throughout the term of this Agreement.

- 3.1 **Program Supervisor.** The County will appoint an employee to serve as a program supervisor ("Supervisor") and such party or his or her designee shall serve as MCC's principal contact person for all activities hereunder.
- 3.2 **Information.** The Supervisor shall provide the Examiner with the names, social security numbers, test form identification, and re-test information of all adults testing. This information, which appears on the GED test authorization forms, must be provided at least three (3) days in advance of the test date.
- 3.3 **Instructions.** The County, in consultation with MCC, shall develop instructions for the adults, which shall include, but may not be limited to, information on test behavior, breaks, use of restrooms, which shall be based on predetermined times, and emergency procedures. These procedures will meet or exceed the requirements in the Manual.
- 3.4 **Testing Room.** The County shall provide a safe testing environment, free of distraction and interruption. The pre-approved room shall be clean, comfortable, well-lighted, and quiet with sufficient space for the Examiner to appropriately test and monitor the adults at all times. The County assures MCC that the adults will not bring coats, pens, pencils, drinks, food, or other items into the room in accordance with GED regulations.
- 3.5 **Test Monitor.** The Supervisor or his or her designee shall be available to monitor each testing session should the Examiner need to leave the room for a brief period. The temporary monitor shall not handle any test booklet, answer sheet, or perform any other test administrative activities, but will be required to report any test irregularities immediately to the Examiner.

4. Security

The County shall be solely responsible for the security of the Examiner at all times while the Examiner is on the premises and ensures MCC that it will abide by the following security procedures, with the understanding that such list is not meant to be limited to those named items. All safety items, such as a mobile radio unit, and other emergency contingencies shall be discussed prior to any testing being conducted.

- 4.1 **Clearance.** The County will provide the Examiner a security pass and, at a minimum, a mobile two-way radio unit or similar communication instrument, instructions on use, and at least two (2) contacts, one of which shall be the Supervisor.

- 4.2 **Escort.** On each test day, the Supervisor will meet and escort the Examiner to the testing room. The Examiner shall be escorted into and out of the area prior to the adults entering and leaving.
- 4.3 **Searches.** The Supervisor shall escort and conduct pat-down searches on all adults prior to them entering the room and will accompany all adults during any breaks or restroom use. Searches will be conducted before and after each test session, break, and restroom use.
- 4.4 **Supervision.** The Supervisor shall introduce the Examiner and remain present while the Examiner makes announcements regarding test behavior, breaks, use of restrooms, and emergency procedures. The Supervisor or his or her designee shall remain inside the room or within twenty-five (25) feet of the room throughout each testing period.
- 4.5 **Ratio.** The County ensures MCC that the ratio of adults to Examiner shall never be greater than five-to-one (5/1).
- 4.6 **Termination of Testing.** The County agrees that the Examiner may terminate a test any time the Examiner determines, in his or her sole discretion, that the level of security is inadequate to provide for his or her personal security and/or the security of the test materials. In such event, completed tests will be scored; incomplete tests will be invalidated and not scored. Testing for those adults with incomplete tests will be rescheduled.

5. Term and Termination

- 5.1 **Term.** The term of this Agreement shall commence upon full signature and end June 30, 2012, unless terminated earlier in accordance with the terms and conditions set forth herein. Notwithstanding the foregoing, the parties may extend this Agreement for periods of one (1) year upon mutual agreement of the parties.
- 5.2 **Termination.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for twenty (20) days following receipt of written notice from the objecting party. MCC reserves the right to terminate the Agreement without cause by giving the County written notice of the intent to terminate at least sixty (60) days before the termination date set out in the notice.

6. Compensation

- 6.1 **Fee.** The County shall pay MCC a fee of one hundred twenty-five dollars (\$125) per test administration. MCC shall submit an invoice to the County, Attention: Laura

Scott, Jail Administrator, at the address provided above. The County agrees to issue payment to MCC within thirty (30) days of receipt of invoice to the address provided for on the invoice.

- 6.2 **Supplemental Fee.** Should an accommodated test be required for those with documented disabilities, the County shall compensate MCC the additional amount; such amount to be agreed upon prior to scheduling the test.

7. Insurance

- 7.1 **County Insurance.** The County is protected from tort liability by the doctrine of sovereign immunity. Any additional claims will be covered by the Missouri State Legal Expense Fund and/or Jackson County's self-insurance.
- 7.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law.

8. Liability Responsibility

Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq.

9. Confidentiality

The Examiner shall maintain and preserve the confidentiality of adult information and documentation as is required pursuant to Missouri law.

10. Notices

Communications relating to this Agreement shall be in writing and communicated by certified mail, return receipt requested, or overnight courier to the addresses listed above or as may be later designated by written notice to the other party. If to MCC, communications shall be to the attention of the Chief of Staff to the Chancellor; if to the County, communications shall be to the attention of Laura Scott, Jail Administrator.

11. Miscellaneous

- 11.1 **Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri with exclusive jurisdiction and venue lying in Jackson County, Missouri.
- 11.2 **Compliance with Laws.** During the performance of their obligations under this Agreement, the parties agree to conduct their activities hereunder in compliance with all applicable state and local laws.
- 11.3 **Non-Discrimination.** The parties agree that they will not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.
- 11.4 **No Agency.** Nothing in this Agreement shall create an agency, partnership, or joint venture between the parties. Each shall remain separate and independent entities from the other. Accordingly, no employee, contractor, agent, or representative of one shall be deemed to be the employee, contractor, agent or representative of the other.
- 11.5 **Powers and Authority.** Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.
- 11.6 **Severability.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- 11.7 **Waiver.** Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.
- 11.8 **Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one (1) remedy will not be an election of that remedy to the exclusion of other remedies.
- 11.9 **Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 11.10 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

The parties have caused this Agreement to be executed and do each hereby represent and warrant that their respective signatory whose signature appears below has been and is, on the day and year first written below, fully authorized by all necessary and appropriate actions to execute this Agreement.

**The Junior College District of Metropolitan
Kansas City, Missouri**

Jackson County Detention Center

By: Mark S. James

By: Laura Scott

Name: Mark S. James

Name: Laura Scott

Title: Chancellor

Title: Jail Administrator

Date: 3/28/12

Date: _____

JACKSON COUNTY, MO

By: Michael D. Sanders

Michael D. Sanders, County Executive

APPROVED AS TO FORM:

By: W. Stephen Nixon
W. Stephen Nixon, County Counselor

ATTEST BY:

Mary Jo Spino
Mary Jo Spino, Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 750.⁰⁰ which is hereby authorized.

April 4, 2012
Date

Thomas
Director of Finance and Purchasing
Acct. # 001-2701-6080

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