Recall that the CC Directors request to make uniform the placement test at UA was the subject of much discussion at the April SAC/President’s cabinet meeting.

My sense was there was no direct opposition to the use of a single placement exam – however, there was little agreement on the use of common cut scores or uniform test expiration.

In addition, the positives for establishing Accuplacer as the system-wide test include:

- Relative ease of operation – Accuplacer can be delivered via the internet using a standard browser – no additional software is needed.
- Accuplacer is already the primary placement test that campuses use (some campuses are in the process of exhausting their remaining test licenses for the Compass placement test).
- The Collegeboard will make provide a price discount to the MAU testing centers if a system-wide agreement can be reached.

Attached is the contract to establish Accuplacer as the system-wide placement test. The contract has an expiration date (April 2014) at which time UA can evaluate whether Accuplacer has served the needs of our campuses and students.

My recommendation is to contact the Provosts for their thoughts and to forward to President Gamble for his approval.
Re: Provision of ACCUPLACER® to University of Alaska System

Dear President Gamble:

The College Board is pleased to furnish ACCUPLACER to the University of Alaska System pursuant to this Letter Agreement.

I. Background

The University of Alaska System is a membership organization comprised of State’s three (3) universities and sixteen (16) community colleges. Exhibit A to this Letter Agreement contains the list of all University of Alaska System members. The University of Alaska System Institutions are presently using the College Board’s ACCUPLACER. The College Board and University of Alaska System agree that the College Board will provide discounted pricing to the University of Alaska System subject to the requirements outlined in this Letter Agreement.

II. Term

This Letter Agreement shall be effective from the last date of signature through 04.01.2014, unless earlier terminated pursuant to Section IV. Upon termination, any new orders for ACCUPLACER units by a University of Alaska System Institution shall be based on the College Board’s then-current Standard or College Board Member ACCUPLACER pricing, as applicable.

III. Fees

Each University of Alaska System Institution will receive the then-current State Approved pricing only as long as every University of Alaska System Institution uses ACCUPLACER as its primary basic skills placement assessment test. Exhibit B to this Letter Agreement contains the current ACCUPLACER Order Form, which outlines the current State Approved, College Board Member and Standard ACCUPLACER pricing. Rates for all ACCUPLACER customers are subject to change.

IV. Reversion to Standard Pricing

University of Alaska System will notify the College Board within 15 days following a University of Alaska System Institution ceasing use of ACCUPLACER. Upon receipt of such notice, the College Board and University of Alaska System will discuss the possibility of such Institution resuming its use of ACCUPLACER. If such Institution does not resume its use of ACCUPLACER within 90 calendar days after such discussions begin, then this agreement shall terminate and ACCUPLACER pricing for all remaining University of Alaska System will revert to the applicable then-current Standard or College Board Member rate.
V. Use of ACCUPLACER

Each University of Alaska System Institution will separately fill out an ACCUPLACER Online Order Form which is located on the testing platform (“Order Form”), and is attached as Exhibit B to this agreement. Each State Community College System Institution shall pay the College Board from its own funds pursuant to the terms on the Order Form.

VI. Communications with State Community College System Regarding This Agreement

The University of Alaska System must ensure that each University of Alaska System Institution is aware of the terms of this Letter Agreement. Additionally, University of Alaska System must inform each University of Alaska System Institution on an annual basis of the State Approved pricing, and remind each Institution that such pricing is available only so long as all Institutions use ACCUPLACER pursuant to Section III of this agreement.

VII. Limitation of Liability and Indemnification

NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER HEREUNDER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. Confidential Information

To the extent that, in connection with this letter agreement, each party comes into possession of any proprietary or confidential information of the other party (“Confidential Information”), each party agrees to use the Confidential Information of the other party solely for the purposes of this Letter Agreement, and will not disclose such Confidential Information to any third party without the other party’s consent, or unless required by law. The terms of this Letter Agreement shall also be considered Confidential Information.

IX. General

This Letter Agreement, which includes all appendices attached hereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to all or any part of the undertakings set forth in this Agreement. Any amendments or modifications to this Letter Agreement must be in writing, dated, and signed by the parties.
Please indicate your acceptance of all the terms and conditions in this Letter Agreement by signing below and returning one original copy directly to the College Board.

I have read, understood and agree to comply with all the terms and conditions stated above.

The College Board  
Thomas Higgins, Senior Vice President and Chief Finance Officer  

University of Alaska System  
Patrick Gamble, President

_______________________________  
Signature    Date

_______________________________  
Signature    Date
Exhibit A

University of Alaska System

University of Alaska Anchorage
Kenai Peninsula College
Matanuska-Susitna College
Prince William Sound Community College
Kodiak College
Fort Richardson
Eagle River Campus Elmendorf Air Force Base
University of Alaska Fairbanks
Bristol Bay Campus
Center for Distance Education
Chukchi Campus
Fairbanks Campus
Interior-Aleutians Campus
Kuskokwim Campus
Northwest Campus
UAF Community and Technical College

University of Alaska Southeast
Juneau Campus
Ketchikan Campus
Sitka Campus
Exhibit B – ACCUPLACER ONLINE ORDER FORM