

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

**BOARD AGENDA ITEM – October 11, 2016**

**DEPARTMENT/SCHOOL INITIATED AGREEMENT**

**SSA #17-255-WH ACT, Inc.**

(BW) Bids Waived     (CA) Consultant Agreement     (SSA) Sales and Services Agreement

**REQUESTOR:** Accountability, Testing and Evaluation

**Legal Review:**     Yes     No

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
ACT, Inc.	\$295,425.00	ACT Testing
<b>Total</b>	\$295,425	

<input type="checkbox"/> <b>Contract Renewal</b>	<b>New Contract Amount</b>	\$295,425.00
<input checked="" type="checkbox"/> <b>Recurring Contract</b>	<b>Previous Contract Amount</b>	\$282,500.00
<input type="checkbox"/> <b>New Contract</b>	<b>Variance</b>	\$12,925.00

**PRICE INCREASE / DECREASE EXPLANATION:**

We anticipate an approximate 10 percent growth based on previous years testing history and additional cost increase in individual tests. In 2015-2016 the actual amount of tests were 5021.

**DISCUSSION:**

For the past seven years, juniors in Brevard Public Schools have had the opportunity to take the ACT College Entrance Exam during the regular school day at no cost to them or their families. ACT supports the Brevard strategic plan by assessing student readiness for postsecondary education and career success in English, Reading, Mathematics, Science, and Writing. Students receive a college-ready score that may be used for admission to colleges and universities throughout Florida and America. ACT may also satisfy the testing requirement to receive a Bright Futures Scholarship. Results from the test also serve as a planning tool in developing a meaningful senior year schedule as counselors work with students and parents to prepare Brevard’s graduates for post-secondary and career success, filling educational gaps, and encouraging students to take challenging courses that help them maximize their potentials. Students may also use the ACT scores as a concordant score to the Grade 10 FSA/FCAT 2.0 Reading test to meet graduation requirements.

Approximately 5000 11th grade students would take the ACT in the 2015-16 school year at a cost of \$58.50 per student, which is an increase of \$2.00 per test.

The 5-year ACT contract renewal cost comparison history for typical 5,000 students is attached as Exhibit A as well as the purchase agreement as Exhibit B.

**CONTRACT TERM:**

The initial contract term shall commence October 15, 2016 and continue until completion of testing.

**RECOMMENDATION:**

It is the recommendation of Dr. Carol Kindt, Deputy Superintendent and Chief Human Resource Officer and Neyda Francis, Asst. Director, Accountability, Testing and Evaluation to approve the attached agreement with ACT, Inc. in the amount of \$295,425.00

**AUTHORITY FOR ACTION:**

Florida Administrative Code 6A-1.012 (11) (b)

## ACT Contract Renewal Cost Comparison History for Typical 5000 Students

<b>ACT Contract School Year</b>	<b>ACT Per Student Cost</b>	<b>Estimated Cost (Based on 5000 Students)</b>	<b>Cost difference from previous year (Based on 5000 students)</b>	<b>% Increase (from Previous Year)</b>
2012-13	\$51.00	\$255,000		
2013-14	\$52.50	\$262,500	\$7,500	2.90%
2014-15	\$53.50	\$267,500	\$5,000	1.90%
2015-16	\$56.50	\$282,500	\$15,000	5.31%
2016-17	\$58.50	\$292,500	\$10,000	3.42%



The ACT® Test  
ACT District Testing Program  
License and Services Agreement

**SPRING 2017**

Please return all pages, including Terms and Conditions and Exhibits

**SECTION A: District Details:**

District Name	BREVARD PUBLIC SCHOOLS				
District Physical Address	2700 JUDGE FRAN JAMIESON WAY				
City	VIERA	State	FL	Zip Code	32940-6601
Telephone		E-Mail	francis.neyda@brevardschools.org		
Person to Contact	Neyda Francis		Position	Accountability & Assessment	
Direct Telephone	(321) 633-1000 x368				

**SECTION B: Services:** As set forth in Exhibit 1 (Description of Services) attached to this Agreement and incorporated by reference and relating to the following program: (please complete the following)

Test Option – please select only one		Spring 2017 District Testing - Test Dates – please select only one	
	ACT®	X	Tuesday, February 28, 2017 Makeup Test Date: Tuesday, March 21, 2017 Test Window (online): February 28–March 14, 2017 (weekdays only) Accommodations: February 28–March 14, 2017 (weekdays only)
X	ACT® taken with writing		Wednesday, April 19, 2017 Makeup Test Date: Wednesday, May 3, 2017 Test Window (online): April 19 – May 3, 2017 (weekdays only) Accommodations: April 19 – May 3, 2017 (weekdays only)
<b>Test Mode – please select only one</b> (If a test mode is not selected, ACT will assume “ACT taken on paper”)			ACT® taken online (Schools may test either online or on paper at the option of each school within the district)
		X	ACT® taken on paper (All schools within the district must test on paper – no online option for testing)
Estimated Number of Schools		18	
Estimated Number of Testers		5050	

**SECTION C: Fees:** As set forth in Exhibit 2 (Fees) attached to this Agreement.

**SECTION D: Term:** The term of this Agreement shall be from 10/15/2016 through 8/31/2017.

**SECTION E: Terms and Conditions:** This Agreement is subject to the attached Terms and Conditions, which are incorporated by reference.

**SECTION F: Signatures:** By signing below, the parties’ authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

**ACT, Inc.**

Signature: \_\_\_\_\_  
Name: Jaime Moquin  
Title: Senior Director, Sales Operations  
Date: \_\_\_\_\_

**BREVARD PUBLIC SCHOOLS**

Signature: \_\_\_\_\_  
Printed Name: Andrew J. Ziegler  
Title: Chairman  
Date: \_\_\_\_\_

For Office Use Only Purchase Agreement Number:  
Reference/Inquiry Number: 1740122

## TERMS AND CONDITIONS

ACT and the Customer agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall mean:
  - (i) "ACT" means ACT, Inc.
  - (ii) "Agreement" means this License and Services Agreement, including these TCs, and any exhibits thereto.
  - (iii) "Assessments and Services" means the licensed assessments and services described in Exhibit 1 to this Agreement.
  - (iv) "Customer" means the party named in Section A of this Agreement.
  - (v) "TCs" means these terms and conditions.
2. **Term.** The term of this Agreement shall be as set forth in Section D of this Agreement ("Term"), subject to earlier termination, as set forth in Paragraph 11 of these TCs.
3. **License of Assessments and Services.** Subject to this Agreement, ACT hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right during the term of this Agreement to use the Assessments and Services. All Assessments and Services made available under this Agreement are licensed, not sold, by ACT to the Customer. Except to the extent expressly granted in this Agreement, no rights are granted by ACT under this Agreement.
4. **Payment Terms.** Customer agrees to pay ACT the amounts set forth in Exhibit 2 to this Agreement for the delivery of the Assessments and Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT, unless otherwise set forth in Exhibit 2. All invoices shall be sent to the Customer listed in Section A of this Agreement. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.
5. **Ownership of Materials.** ACT owns the Assessments, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, the "ACT Materials"). Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments to authorized examinees and its personnel solely for testing and interpretation purposes.
6. **Confidentiality.** Customer agrees that neither it nor its employees shall at any time during or following the Term, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials for their intended purpose under this Agreement. Customer shall protect the ACT Materials in accordance with ACT's procedures and using a standard of care appropriate for secure test materials. All ACT Materials shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. The ACT Materials shall, within ten (10) days of ACT's written request, be returned to ACT (including any copies thereof).
7. **Testing Procedures.** Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT. Customer agrees that all ACT Materials will be returned to ACT, in accordance with the policies and procedures provided by ACT, for scoring and processing. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that failure to maintain the confidentiality of the Assessments will result in damages to ACT and may require ACT to develop a replacement form. Accordingly if through the fault of Customer or Administration Staff, the security of an Assessment is compromised, Customer agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.
8. **Data.** The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy, as amended from time to time.
9. **Limitation on Damages.** ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.
10. **Warranty and Limitations.** **ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.**
11. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 5, 6, 8, 9, 10 and 11 of these TCs shall survive.
12. **Relationship of the Parties.** The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.
13. **Force Majeure.** ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.
14. **Assignment; Subcontracts.** This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment.
15. **Entire Agreement.** This Agreement (including all exhibits to this Agreement and terms and conditions referenced herein) constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments and Services. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties.

Certain Assessments and Services may be subject to additional or different terms and conditions, which are set forth in separate license agreements. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

16. **Notices.** Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO, Fax: 319-341-2760. All notices shall be sent to Customer at the address set forth in Section A of this Agreement.

17. **Authorization.** Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

#### **Supplemental Terms and Conditions for ACT® Test Taken Online**

The following additional Terms and Conditions relate solely to the ACT® test taken online:

a. **Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer and applicable Authorized Customer Locations, a non-exclusive and non-transferable right during the Term of this Agreement to (a) access the Online Assessment System for the purpose of assessing Examinees, (b) administer the Assessments to Examinees at established test centers, and (c) use the ACT Materials in connection with the authorized administration of the Assessments.

b. **Restrictions.** Except as expressly permitted in this Supplement or otherwise permitted in the Agreement, Customer may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT online test and Services or the ACT Materials in whole or in part, (c) authorize or allow a third party to use the ACT online test and Services or ACT Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, (e) modify, reverse engineer, decompile, or disassemble the ACT online system or Materials, or (f) store the ACT Materials at any location other than the location(s) provided by Customer in its required Organizational File submitted to ACT.

c. **Maintenance.** ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

d. **Updates and Modifications.** The online assessment system may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for the new functionalities available through the online assessment system that are accepted by Customer in writing. To the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated online assessments within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements.

e. **U.S. Government Licensees.** The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

f. **Computer Requirements.** Customer acknowledges and agrees that the computer configuration requirements located at <http://www.act.org/aap/pdf/TechnicalRequirements.pdf> are required to properly access and use the ACT online system and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

**Exhibit 1**  
**Description of Services**  
**The ACT District Testing Program (Spring 2017)**  
**The ACT®**  
**2016-2017 School Year**

**Scope Summary**

This Description of Services (DOS) describes the testing services ACT will provide for the Spring 2017 ACT District Testing program in delivering the following assessments:

1. The ACT test, paper
2. The ACT taken online

**Assessment Description**

Test	Grade	Description	Assessments	Number of Questions	Approx Time
The ACT or the ACT with writing  – paper or online version	11 <sup>th</sup> and/or 12 <sup>th</sup> graders	The ACT test is a curriculum- and standards-based educational and career planning tool that assesses students’ academic readiness for college. Includes an Interest Inventory that provides valuable information for career and educational planning, and a Student Profile Section that provides a comprehensive profile of a examinee’s work in high school and his/her future plans.	English Mathematics Reading Science  Writing (Optional)	75 items 60 items 40 items 40 items  1 Prompt	45 min. 60 min. 35 min. 35 min.  40 min.

For instructions on administering the ACT test, testing staff must refer to the Test Administration Manual and other manuals provided for each assessment.

**Test Window**

If testing with the paper format, all participating schools in the district must test the entire battery of subject tests on initial test date or the corresponding makeup test date. If testing with the online format, schools have a window to test examinees. Examinees must take their entire battery of subject tests in the online format within the same day. If testing examinees with accommodations, schools have a window to test examinees.

Please consider that schools must allow approximately four to five hours of continual testing time for The ACT in a single test day devoted to administering the test.

A District may choose either Early Spring or Late Spring Test dates below:

<b>Spring 2017 Test Dates</b>	
<b>Early Spring</b>	<b>Testing Dates</b>
ACT Paper Initial	February 28 (Tues)
ACT Paper Makeup	March 21 (Tues)
ACT Online & Accommodations Testing Window	February 28 – March 14 (weekdays only)
<b>Late Spring</b>	
ACT Paper Initial	April 19 (Wed)
ACT Paper Makeup	May 3 (Wed)
ACT Online & Accommodations Testing Window	April 19 – May 3 (weekdays only)

## Assessment Program Roles

The district and schools must accommodate ACT’s testing schedule for the ACT District Testing program. In order to meet these needs, the initial district contact will assign a district test coordinator, as well as a school test coordinator. These roles are in addition to the test support personnel as referenced in the ACT’s Administration Manual(s).

In some cases, it may be appropriate to assign one individual to both roles listed below. However, it is important to note that each role will have specific duties detailed in this Agreement. Below are key testing responsibilities. For a complete list of duties and activities, please refer to the Milestone Schedule section for details.

<b>Key Responsibilities</b>	
<b>District Test Coordinator</b>	<b>School Test Coordinator</b>
Communicate to district’s schools the test option decisions made within the district. (Test dates, test mode, writing or no writing)	Complete site participation for their school.
Supply or verify organization information.  This is required. The district will define what schools within the district are eligible to participate as well as who the contact will be at each eligible school for the duration of the testing window.	Plan for test administration at their site (or offsite as appropriate). Select and train room supervisors and proctors. Participate and conduct test administration training.  If school is testing online, responsible for completing ACT site readiness activities.
Complete and submit Student Data Upload (SDU) file(s) or assign task to school(s) and verify completion.  This is a mandatory file, used to pre-identify students whom are eligible to test within the district at the participating schools. The file must be provided on or before the stated deadline according to ACT's data file layout specifications.	Apply for ACT-approved accommodations using the Test Accessibility and Accommodation (TAA) system, ensure that all examinees are submitted through the SDU file, order non-college reportable accommodations materials, and order make-up test materials (if applicable).
Monitor all emails from ACT in order to be informed of important testing details associated with the district or schools.	Receive, check-in, and securely store all testing material. Organize and return all material to ACT for processing and scoring.
Monitor schools’ progress in meeting ACT site requirements.	Ensure eligible examinees participate in the available weekday test administrations.
Participate in conference calls offered by ACT.	Administer all components of the ACT; including the pre-test session, the initial test, and the makeup test (if applicable).

## Project Milestone Schedule –Spring 2017 Testing

ACT deliverable dates are contingent upon district and schools completing activities, described herein without delay. A delay in key input files such as providing organization information or submitting the Student Data Upload file may cause risk to a successful testing experience for all sites. Failure to provide information by required deadlines may also result in your district not participating. Please refer to other sections within this document for further details on each tasks.

Milestone/Activity	Early Spring	Late Spring
<b>Site Participation and Preparation</b>		
District test coordinator sends organization information to ACT (new district participants) by deadline	Upon Contract Execution	November 4, 2016
District test coordinator verifies organization information (returning district participants) by deadline	November 30, 2016	November 30, 2016
District test coordinator can add eligible schools to testing program by deadline	December 16, 2016	January 20, 2017
District test coordinator can submit changes to ACT regarding test options. (i.e.: writing vs. no writing) by deadline (if applicable)	December 16, 2016	January 20, 2017
School test coordinator begins submitting accommodations requests.	November 2016	November 2016
School test coordinator indicates test mode (i.e. online or paper) if applicable	Begins January 2017	Begins January 2017
<b>Student Data Upload File</b>		
ACT provides Student Data Upload File Layout to district test coordinator.	November 2016	November 2016
District or school test coordinator submits initial mandatory Student Data Upload File by deadline.	January 2017	March 2017
<b>Training</b>		
Accommodations Webcasts Available	November 2016	November 2016
Accommodations – Q & A session	December 2016	December 2016
Test Administration Training Webcast Available	January 2017	January 2017
Test Admin. Q & A sessions	February 2017	March 2017

Preparing for Initial Test Date		
	Early Spring	Late Spring
Schools complete The ACT (online test) Site Readiness	November 2016 - February 2017	November 2016 – April 2017
Schools order materials and confirm number of examines expected to test	January 2017	March 2017
Schools complete request for the ACT-approved accommodations	January 20, 2017	March 10, 2017
Schools complete an Edit for Reconsideration	January 27, 2017	March 17, 2017
School submit ACT-Approved Exceptions (New to school, medical, etc.)	February 24, 2016	April 14, 2017
Materials arrive in schools for early shipment	Week of February 6, 2017	Week of March 27, 2017
Materials arrive in schools	Week of February 13, 2017	Week of April 3, 2017
Initial Test Date for the ACT paper	February 28, 2017	April 19, 2017
Pickup for ACT initial	March 1, 2017	April 20, 2017
Test window for ACT accommodated and online testing	February 28-March 14, 2017	April 19 – May 3, 2017
Pickup for ACT accommodations and online materials	March 15, 2017	May 4, 2017



<b>Preparing for Makeup Test Date</b>		
	<b>Early Spring</b>	<b>Late Spring</b>
Schools order materials based upon number expected to test	March 2017	April 2017
Make-up materials arrive in schools	Week of March 13, 2017	Week of April 24, 2017
Make-up Test Date for the ACT paper	March 21, 2017	May 3, 2017
Pickup for makeup ACT materials	March 22, 2017	May 4, 2017

Note on Make-Up Accommodations Test Windows: ACT offers a two weeks test window for students testing with accommodations in light of the fact that some students must test over multiple days. Therefore, a make-up test is frequently not necessary. In special cases, ACT may provide additional ACT-Approved Accommodations testing materials in the few cases where self-reported mis-administrations and long-term illnesses/absences do occur during this initial accommodations test window (and may be subject to the time of receipt of request). ACT must be contacted and consulted to be eligible for this make-up accommodation event and the event must be based on these issues above.

## **Customer Service**

### District Contract Oversight:

ACT will name a designated Account Manager who will serve as a contact for general contract questions relating to the ACT District Testing program.

### School Customer Service:

ACT will provide the District Testing program a toll-free number and email contact for use in preparation and administering of the ACT (paper and online) assessments.

- Monday – Friday from 7:00 a.m. to 5:00 p.m. Central Time (except ACT holidays)
- Peak testing periods –
  - General and Technical Questions: 6:00 a.m. to 6:00 p.m. Central Time.
  - Accommodations: 7:00 a.m. to 5:00 p.m. Central Time, during the two week accommodations window.

## **Communications**

ACT relies on the district to communicate the district’s own policy regarding participation in this testing program to the participating locations or schools.

ACT will communicate directly with district and school designated testing staff regarding upcoming activities and deadlines related to the assessment. It is imperative that designated test coordinators assure receipt and follow instructions as communicated via email.

ACT will provide an ACT District Testing program webpage specifically for the contracted testing window to assist district and school test coordinators to access administration training and manuals applicable for specified testing experience.

## Training Available

### Training for ACT (Paper and Online)

The district and its school(s) must remain in strict compliance with ACT administration policies and procedures that are required to ensure a standardized testing environment and test security for all ACT assessments described in this DOS. ACT will provide the designated testing coordinator with information on training sessions available. Test coordinators must inform other key personnel. Training documents are considered proprietary material and must not be forwarded or shared publicly without ACT's permission.

ACT offers the following types of training:

- Test administration modules made available online (for paper and online testing) for standard and accommodated testing. Audiences may include district and school test coordinators, room supervisors and proctors as identified in communications and manuals.
- For the ACT online test, there is additional training for technical coordinators (proctor training is not applicable).
- Question and Answer sessions for test coordinators and proctors.

### Product Support Materials

ACT offers support materials for counselors and educators to make the best use of the ACT assessment suite. Technical manuals, information briefs, research reports, as well as test preparation tools are made available online. There are additional professional development opportunities made available for free and for purchase for districts and schools.

## Site Participation and Preparation

The following activities are required to prepare eligible sites for testing.

- Data File Exchange Secure Site: A secure site will be provided by ACT for secure exchange of data files and other information such as organization unit data file and examinee data files.
- Organization File: New districts will define eligible testing sites/schools and provide the list and contact information to ACT in ACT's designated file format for organization units. Existing districts will verify organization information. All sites/schools (including alternative schools) must have active ACT codes prior to being established as test sites. This is in addition to any local, or district-assigned school code. ACT will utilize the organization information as the contact information to communicate with schools and/or districts.
- Contacts: The designated test coordinator must fulfill duties necessary to ensure a successful and standardized testing experience. If the school is administering the online format, a technical coordinator must be appointed. Appointed testing staff must meet all of ACT's guidelines for serving in the appointed role. All test staff must participate in Test Administrator trainings. The District will assist ACT with confirming designated testing staff at all participating locations as needed.
- Site Participation: Schools will confirm the schools' intention to participate, confirm contact information, and verify examinee information, and materials orders via ACT's online portal.

*It is mandatory that all schools that will administer ACT assessments must agree to remain in strict compliance with ACT administration policies, procedures and timelines that are required to ensure a standardized testing environment and test security for all ACT assessments described in this DOS.*

- Technical Readiness: For the ACT online, ACT has a Technical Site Readiness process led by an assigned technical coordinator. Schools must comply with requirements in order to assure proper readiness of systems and software for a successful test. For a successful online testing experience, schools will need to institute proctor caching methods as instructed in the ACT Administration Manual for Online Testing.

## Examinee Demographic - Student Data Upload File

The required Student Data Upload (SDU) file, formerly known as the Pre-ID file, is used to provide demographic information for eligible examinees within the district at participating schools. This information will be used to incorporate examinees records into testing systems, produce individual barcode labels, and register examinees for testing. The submission of the file can be completed at either the district or school level. The district test coordinator is responsible for ensuring the submission of file(s) in the mandatory ACT-prescribed format containing records for all examinees taking the test no later than the date specified in the milestone section. ACT’s ability to generate barcode labels is contingent upon the timely submission of a SDU file that must comply with ACT specifications.

Examinees will be asked to provide additional demographic information as stated in the administration manual(s). For testing in the paper format, examinees without barcode labels will have to provide the ACT assigned unique examinee ID number (student code) on the answer document in addition to the other demographic information.

*It is mandatory that all eligible examinees are included in the student data upload file(s).*

### Test Materials

The following are the list of key materials provided to test coordinators, which are generally categorized as “non-secure” and “secure”. Secure materials have a high level of security measures required to maintain strict chain of custody rules.

#### Non-secure paper materials

Non-secure materials are documents provided to give instruction on how the test should be administered and materials handled. Many documents are posted online as well as provided in paper form to test coordinators. Materials related to the ACT taken online will only be shipped to schools that are participating in the online format.

Name/Type	Test Mode	Notes
The ACT State Testing Answer Documents for Paper Testing	Paper	Used for all examinees to be tested. One document for the ACT. Answer documents contain all ACT subjects.
Administration Manual for State and District Testing The ACT – Standard Testing	Paper and Online	ACT will calculate based on the school’s enrollment numbers.
Administration Manual for State and District Testing The ACT – Special Testing	Paper and Online	The Special Testing manual addresses requirements for testing with accommodations.
<i>Taking the ACT for State Testing</i>	Paper and Online	Used for all examinees during the pre-test session.
Barcode Labels for the ACT for paper testing	Paper	Printed from data provided in Student Data Upload file
Administration Manual for State and District Testing The ACT taken Online	Online	ACT will calculate based on the school’s enrollment numbers. There are separate manuals for the ACT taken online.
Pre-Test Instructions for The ACT	Online	ACT will calculate based on the school’s enrollment numbers.

## Secure materials

These are the materials to support examinees testing in a paper format and are considered highly secure and should be handled with extra care. Test booklets are serialized with barcode numbers assigned. For the ACT, they are tracked by school, and therefore, cannot be exchanged between schools.

For the ACT, test booklets are sealed with all four multiple choice assessments included in one booklet. Writing prompts are provided separately as appropriate.

Name/Type	Other
Secure test booklets for the standard time Initial Test Date The ACT	Includes all required administration forms and instructions for returning materials at the conclusion of testing.  ACT will calculate and provide an overage based on the school's enrollment numbers.
Secure test booklets for the standard time Makeup Test Date The ACT	Includes all required administration forms and instructions for returning materials at the conclusion of testing.  ACT will calculate and provide an overage based on school's makeup order.
Secure materials for accommodated testing The ACT	Includes test booklets, all required administration forms, accommodation options, and instructions for returning materials at the conclusion of testing.  Accommodation options include Braille, large print, audio DVDs, reader's script, etc.

## **Test Accommodations for the ACT**

ACT supports the following two models of accommodations on the ACT, when it is administered as part of district-wide assessment:

### 1. ACT-Approved Accommodations

ACT-approved accommodations result in ACT scores that are reportable to colleges, scholarship agencies, and other entities *in addition to* being used for State and District Testing purposes. Individual examinee requests must be submitted and reviewed by ACT staff, and if appropriate, by disability consultants. Examples of accommodations that may be requested for a paper or online administration include, but are not limited to, extended time, alternate test formats, stop-the-clock breaks, and authorization to test over multiple days, as applicable. Further details can be found on the "Services for Examinees with Disabilities" website and within the *ACT Policy for Documentation* - <http://www.actstudent.org/regist/disab/>.

### ACT Review of Requests for Accommodations on the ACT

The school's appointed test coordinator will coordinate submitting individual requests for test accommodations to ACT via the online Test Accessibility and Accommodations System (TAA). ACT will review requests for ACT-approved accommodations on an individualized basis consistent with the Americans with Disabilities Act (ADA). Approval is contingent on submission of all required documentation by the stipulated deadline and review by ACT.

It is possible for ACT to approve an accommodation for one examinee, while the same accommodation may be denied for a different examinee. ACT has sole authority to decide whether an application for ACT-approved accommodations will be approved or denied. The District should refer all inquiries regarding ACT's accommodations decisions received from schools to ACT for response. ACT-approved accommodations are specific to the ACT.

## 2. Non-College Reportable Accommodations

Non-college reportable accommodations are available in paper format for examinees who do not meet ACT-approved accommodations eligibility requirements (e.g., English language learners with no disabilities) or whose requested accommodations are denied by ACT. Non-college reportable accommodations do not require ACT review or approval. These accommodations result in scores used only for District Testing program purposes. The results earned are not college reportable.

### **Ordering Paper Materials**

ACT will coordinate directly with school test coordinators to facilitate the test materials ordering process. The school test coordinator will submit requests online for test materials. For the ACT-approved accommodations, the request will follow the strict approval process as designated by ACT's policy for consistent testing.

After the initial test date, schools must place orders for the second (makeup) test date by established deadlines to allow for sufficient time to package and ship materials for the make-up test date.

### **Shipments and Return of Paper Materials**

According to the orders received, ACT will apply applicable overages and distribute test materials, barcode labels, answer documents, and supporting program materials to schools' sites. ACT will provide each school site with pre-paid shipping labels for return of completed answer documents and secure test materials for the ACT. Upon completion of testing, school staff must follow instructions to package, ship, and return materials to ACT by the deadline.

The ACT materials must be packaged in compliance with instructions provided by ACT. The school test coordinator will then ensure that completed answer documents arrive at ACT by the deadline for standard answer document processing. Please note that answer documents that do not arrive at ACT by the stated cut-off deadline will not be scored.

Secure test materials will be received for scanning and missing materials will tracked as appropriate per ACT policy.

### **Test Administration**

Schools are required to conduct ACT District Testing, including onsite maintenance of chain of custody of secure materials, in compliance with ACT's test administration policies and procedures as documented in this Agreement, the Administration Manuals and the training materials.

At ACT's discretion, unannounced observers from ACT may visit testing sites on the designated test dates. Any non-ACT observers must comply with requirements as outlined in the Administration Manual.

#### Non-Cognitive information

Examinees will be asked to provide basic identifying information as part of ACT testing.

Examinees will also have the opportunity to provide non-cognitive information by completing a Career Interest Inventory and Student Profile Section as well as indicating colleges they'd like their scores to be sent. This information must be collected outside of the standard testing schedule.

## ACT Reporting

ACT will scan, score, and report on the examinee answer documents received within the deadlines outlined in this Agreement. ACT will distribute examinee reports and aggregate score data as specified below.

### The ACT

Reports for the ACT will include a set of standard reports that are distributed at the examinee and high school levels. The standard turnaround times only apply to batches of answer documents returned to ACT according to the procedures outlined in the administration manual. Batches requiring additional ACT investigation may not ship within the timeframes below. The following is a list of reports, distribution and delivery information.

<b>THE ACT STANDARD REPORTS</b>			
<b>Report</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery By Date</b>
<b>Student Shipments</b>			
ACT Student Report	Printed paper report containing college reportable scores which includes interpretative guidelines for the student.	One (1) paper copy mailed to the examinees at the address provided in non-cognitive pre-test session	3-8 weeks following receipt of examinee test responses
<b>Scores Online – Student Accounts</b>			
ACT Student Online Scores	Web page containing college reportable scores.	Examinee logs on to <a href="http://www.actstudent.org">www.actstudent.org</a> to access a variety of services through his/her ACT web account. If an examinee needs to create a new account, the examinee must enter the ACT ID from the printed score report to view the scores.	Scores will be available online about one week after the examinee receives the printed score report in the mail.
<b>School Shipment</b>			
ACT High School Check List Report	List of examinees for whom paper reports and score labels are included in the shipment of college reportable score reports.	One (1) paper copy mailed to Director of Counseling, reflecting the order in which a group of reports is shipped, alphabetically within grade in school.  Checklists are not cumulative.	3-8 weeks following receipt of examinee test responses from each school.
ACT High School Report (student level score data)	Printed paper report containing college reportable scores.	One (1) paper copy mailed to the Director of Counseling in batches until all reports are delivered.	3-8 weeks following receipt of examinee test responses from each school.

<b>THE ACT STANDARD REPORTS</b>			
<b>Report</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery By Date</b>
ACT Student Score Labels	Printed label for college reportable scores.	Two (2) printed labels per examinee sent to the Director of Counseling; used to place college reportable test results on an examinee's high school transcript/permanent record.	3-8 weeks following receipt of examinee test responses from each school.
<b>College Shipments</b>			
ACT Student College Report(s)	College reportable scores are reported to the colleges selected by the examinees' (up to 4).	Colleges determine frequency and format of receiving scores (e.g., paper, CD, internet).	3-8 weeks following receipt of examinee test responses from each school.

<b>THE ACT ADDITIONAL SCHOOL LEVEL DELIVERABLES</b>			
<b>Deliverable</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery Date</b>
ACT Non-College Reportable Score Notification Letter (if applicable)	Printed letters containing scores achieved using ACT non-college reportable score accommodations.  NOTE: These are not college reportable scores.	Two (2) printed copies per examinee mailed to the test coordinator. One copy is provided for distribution to the examinee and one copy for the High School's records.	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.

<b>THE ACT ADDITIONAL DISTRICT LEVEL DELIVERABLES</b>			
<b>Deliverable</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery Date</b>
ACT Profile Report – High School	An aggregate report that provides trends and averages of the High School based on the district-tested examinee population.  NOTE: This includes examinees who tested with ACT non-college reportable accommodations.	One (1) PDF for each High School via electronic delivery provided to the district assessment coordinator.  (Separate reports for 11 <sup>th</sup> and 12 <sup>th</sup> grade)	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.
ACT Profile Report – District	An aggregate report that provides trends and averages of the district based on the district-tested examinee population.  NOTE: This includes examinees who tested with	One (1) PDF via electronic delivery provided to the district assessment coordinator.  (Separate reports for 11 <sup>th</sup> and 12 <sup>th</sup> grade)	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.

<b>THE ACT ADDITIONAL DISTRICT LEVEL DELIVERABLES</b>			
<b>Deliverable</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery Date</b>
	ACT non-college reportable accommodations.		
ACT Student Level Data File – District	A student data file that includes all scores for all examinees for whom ACT processed answer responses.  NOTE: This includes examinees who tested with ACT non-college reportable accommodations.	One (1) file via electronic delivery provided to the district assessment coordinator.	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.

**Reporting Specification for the ACT**

- If a school does not have an ACT reportable high school code, or the high school code is gridded incorrectly, the examinee will receive his or her score report, but ACT will not report the examinee score to the school and the examinee results will not be included in the ACT Profile Report.
- Aggregate reports are only generated if one or more examinees were tested.
- If an examinee from an alternative school tests at a different school, the alternative high school code must be manually gridded on the examinee answer document in order for the examinee score to be reported to the alternative school. If the high school code field is left blank on the alternative examinee’s answer document, ACT will report the examinee’s score to the school where the examinee tested. To ensure that the alternative examinee scores are reported to the alternative school only (and not the testing school), all alternative schools should have an ACT high school code and the code must be manually gridded on the examinee answer document.
- Only schools affiliated with a district in the Organization File will be reflected in the district aggregate reports.
- Answer documents subject to ACT’s Late Processing Guidelines will not be scored. Therefore, these records will not be included within examinee-level or aggregate reporting.

**Billing Information**

Billing is determined by the number of answer documents processed or online assessments launched for the ACT regardless if a college reportable score is earned. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.

Invoices for the Early Spring 2017 test date (February 28, 2017) will be sent no later than June 16, 2017.

Invoices for the Late Spring 2017 test date (April 19, 2017) will be sent no later than July 28, 2017.



**Exhibit 2**  
**Fees**  
**The ACT District Testing Program (Spring 2017)**  
**The ACT®**  
**2016-2017 School Year**

Assessment	Per Unit Fees
The ACT (taken online or on paper)	\$42.50
The ACT taken with writing (taken online or on paper)	\$58.50