



**The ACT® Test**  
**ACT District Testing (Spring 2016)**  
**License and Services Agreement**

**Please return all pages, including Terms and Conditions and Exhibits**

**SECTION A: District Details:**

District Name	The School Board of Broward County, Florida				
District Physical Address	600 SE 3 <sup>rd</sup> Ave.				
City	Fort Lauderdale	State	FL	Zip Code	33301
Telephone		E-Mail	<a href="mailto:Ralph.aiello@browardschools.com">Ralph.aiello@browardschools.com</a>		
Person to Contact	Ralph Aiello	Position	Guidance Coordinator		
Direct Telephone	(754) 321-2584				

**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 2016 District Testing - Test Dates – please select only one	
<input checked="" type="checkbox"/>	ACT®	<input checked="" type="checkbox"/> Tuesday, March 15, 2016 Makeup Test Date: Tuesday, March 29, 2016 Test Window (online): March 15 – 29, 2016 Accommodations: March 15 – 29, 2016	
<input type="checkbox"/>	ACT® taken with writing	<input type="checkbox"/> Tuesday, April 19, 2016 Makeup Test Date: Tuesday, May 3, 2016 Test Window (online): April 19 – May 3, 2016 Accommodations: April 19 – May 3, 2016	
<b>Test Mode – please select only one</b> (If a test mode is not selected, ACT will assume “ACT taken on paper”)		<input type="checkbox"/>	ACT® taken online (Schools may test either online or on paper at the option of each school within the district)
		<input checked="" type="checkbox"/>	ACT® taken on paper (All schools within the district must test on paper – no online option for testing)
Estimated Number of Schools		30	
Estimated Number of Testers		3000	

**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 date of full execution through 8/31/2016.

**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.

[Signatures are included on the following page]

For Office Use Only    Purchase Agreement Number:  
 Reference/Inquiry Number: 1617005

ACT, INC.

By \_\_\_\_\_  
Tami Hrasky, AVP Client Relations

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathleen Sagers-Adams*  
\_\_\_\_\_  
Office of the General Counsel  
*12-10-15*  
\_\_\_\_\_

## 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 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. **Assessments and Services.** ACT agrees to provide, subject to the terms and conditions provided in this Agreement, the Assessments and Services.
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.
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. The ACT Materials are licensed, not sold. 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). Notwithstanding any provision to the contrary in this Agreement, the parties shall comply with the applicable requirements of Section 1002.22 and 1002.221, Florida Statutes, and FERPA.
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, which is attached and incorporated as **Exhibit 3**.
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. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or any other rights or limits to liability existing under Section 768.28, Florida Statutes.
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 a non-exclusive and non-transferable right during the Term of this Agreement to (a) access the ACT test taken online for the purpose of assessing the Authorized Examinees, (b) administer the Assessments to the Authorized 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  
District Testing (Spring 2016)  
The ACT® Test  
2015-2016 School Year**

**Scope Summary**

This Description of Services (DOS) describes the testing services ACT will provide for the 2015-16 ACT State and District testing program in delivering the following assessments:

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

The testing services ACT will provide also include ACT’s ability to communicate with students concerning the testing events listed below and other ACT-provided assessments, the linking of students’ assessment results on their individually-created online ACT account, and facilitate students’ ordering of additional score reports.

**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 eligible 12 <sup>th</sup> graders	The ACT 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	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 taken on paper or online, Test Coordinators must refer to the Test Administration Manual and other manuals provided for each assessment.

**Test Window**

For the 2015-16 ACT State and District Testing Program, the test dates are outlined below. For the paper format, all participating schools in the district must test the entire battery of subject tests on initial test date with the corresponding makeup test date. For the online format, schools have a window to test examinees online. Although, examinees must take their entire battery of tests in the online format within the same day.

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.

Test dates include:

Mid-March		
Test	Activity	Dates
The ACT	Initial Test Date (paper)	March 15, 2016
The ACT	Makeup Test Date (paper)	March 29, 2016
The ACT	Test Window (online)	March 15 – 29, 2016
The ACT	Accommodations Test Window (paper and online)	March 15 – 29, 2016
April		
The ACT	Initial Test Date (paper)	April 19, 2016
The ACT	Makeup Test Date (paper)	May 3, 2016
The ACT	Test Window (online)	April 19 – May 3, 2016
The ACT	Accommodations Test Window (paper and online)	April 19 – May 3, 2016

Note: In order to adhere to the test form security guidelines of the ACT, ACT expects that all examinees testing the ACT accommodations' form or online testing form will test sometime during the stated window on a weekday.

### Project Milestone Schedule – Key Dates for Spring 2016 Testing

The District and schools must accommodate ACT's testing schedule for the ACT District testing program. ACT deliverable dates are contingent on District and Schools' responsibilities being met without delay. A delay in key input files such as Organization or Examinee Pre-ID may cause risk to a successful testing experience for all sites.

Milestone/Activity	Mid-March	April
<b>School Eligibility</b>		
ACT sends Organizational file in ACT layout to district	Upon Agreement execution	6/10/15
District sends Organizational file to ACT for the ACT (required for both paper and online formats)	Upon Agreement execution	8/14/15
School sends required Establishment online profile forms.	Upon Agreement execution	10/12/15 – 10/23/15
<b>Pre-ID</b>		
ACT provides Examinee Pre-ID File layout to district	Upon Agreement execution	9/14/15
District provides production version of Pre-ID Label File to ACT	Upon Agreement execution	1/15/16
<b>Training</b>		
The ACT (paper and online) Administration Training: Establishment Training Webcast	Upon Agreement execution	Early October
Accommodations Webcasts Available – <i>Guiding Principles for ACT-Approved Accommodations, Providing Locally Approved Accommodations on the ACT, Requesting ACT-Approved Accommodations Using TAA, Providing Non-College Reportable Accommodations on the ACT</i>	Upon Agreement execution	Early October

Milestone/Activity	Mid-March	April
The ACT: Accommodations – Q & A session	Upon Agreement execution	Mid-December
Test Administration Training Webcast Available	Upon Agreement execution	Early December
Room Supervisor/Proctor Training Webcast Available	Early February	Early February
The ACT (paper and online) Test Admin. Q & A sessions (2 per window)	To be announced by ACT	To be announced by ACT
<b>Test Preparation</b>		
Schools complete The ACT (online test) Site Readiness Checkpoint #1	Upon Agreement execution	10/12/15 – 11/20/15
Schools submit request for the ACT – approved Accommodations	12/11/15	1/22/16
Schools submit offsite testing proposal for online format	Upon Agreement execution	11/25/15
Schools confirm number expected to test the ACT	1/6/16 – 1/13/16	1/27/16 – 2/3/16
Schools complete the ACT (online test) Site Readiness Checkpoint #2	12/14/15 – 1/29/16	12/14/15 – 1/29/16
Schools submit offsite testing proposal for paper format	1/15/16	1/15/16
Schools receive Preliminary Roster of the ACT- approved Accommodations	2/1/16	3/14/16
Schools submit an Edit for Reconsideration in TAA system	2/12/16	3/25/16
Schools complete the ACT (online test) Site Readiness Checkpoint #3	2/16/16 – 3/4/16	3/21/16 – 4/8/16
Schools submit online orders for makeup test materials	3/16/16 - 3/16/16	4/19/16 - 4/20/16
Schools submit online orders for Non-college reportable accommodations	2/15/16 –2/25/16	3/28/16 - 4/8/16
<b>Test Material Shipments</b>		
Non-Secure Materials arrive in schools– the ACT	Week of 2/1/16	Week of 3/14/16
Early Secure Materials arrive in schools– the ACT	Week of 2/29/16	Week of 4/4/16
Secure Materials arrive in schools (standard time and accommodations) for the ACT	Week of 3/7/16	Week of 4/11/16
Makeup Secure Materials arrive in school—the ACT	Week of 3/21/16	Week of 4/25/16
<b>Testing</b>		
Initial Test Date for the ACT Paper	3/15/16	4/19/16
Test window for the ACT taken online	3/15/16 – 3/29/16	4/19/16 – 5/3/16
Accommodations Test Window (paper and online)	3/15/16 – 3/29/16	4/19/16 – 5/3/16
Initial Test Date – paper materials pickup	3/16/16	4/20/16
Makeup Test Date with the ACT Paper	3/29/16	5/3/16
Makeup Test Date – paper materials pickup	3/30/16	5/4/16
<b>Answer Document Return</b>		
School’s deadline for Late Cutoff for ACT Receipt of Materials	4/8/16	5/13/16
<b>Reporting</b>		

Milestone/Activity	Mid-March	April
Reporting provided to examinees, schools, and districts	Refer to Reporting Section	Refer to Reporting Section
<b>Billing</b>		
Last invoice provided to District	7/29/16	8/19/16

## Customer Service

### District Contract Oversight:

ACT will name a designated staff person who will serve as the primary operational contact and will coordinate all aspects of program delivery with the District.

### School Customer Service:

ACT will provide the ACT State and District testing toll-free number and email contact for use in preparation and administering of the ACT (paper and online) assessment.

- Monday – Friday from 7:00 a.m. to 5:00 p.m. Central Time (except ACT holidays)
- Test dates and Windows –
  - General and Technical Questions: 6:00 a.m. to 5:30 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 school/designated testing staff on upcoming activities and deadlines related to the assessments. It is imperative that designated Test Coordinators assure receipt and follow instructions as communicated via email. ACT can make every effort to provide the customer with a preview of planned communications to schools/districts.

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

## Training Available

### Training for the ACT (Paper and Online)

The District and its schools 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. Therefore, ACT will provide test administration manuals as well as online training opportunities for test preparation and test administration via webcasts and Q&A sessions. Training webcasts (except Q&A sessions) are generally recorded and made available online for further reference. ACT will inform the designated Testing Coordinator with information on training sessions available and Test Coordinators must inform other key personnel. Training documents are considered proprietary material and must not be forwarded or shared publicly without permission.

The following types of training are made available:

- Test preparation and Administration modules made available online (for paper and online testing) for Standard and Special Testing. Audiences may include District and School Test Coordinators, Room Supervisors and Proctors as identified in communications and manuals.



- For the ACT taken online, there is additional training for Technical Coordinators (Proctor training is not applicable).
- Question and Answer live webcast 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 Establishment and Preparation**

- Date File Exchange Secure Site: Secure site will be provided by ACT for secure exchange of data files and other information such as organization site unit and examinee data files.
- Organization File: The District will define participating testing sites/schools and provide the list and contact information to ACT in ACT's designated file format for organization units. 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, state-assigned, or district-assigned school code.
- Establishment Process: ACT will then facilitate the school Establishment process to confirm the schools' intention to participate, confirm contact information, and collect which mode of testing (paper or online) the school intends to utilize. The School will then be set up in the respective online testing platforms for the ACT.

*It is mandatory that all schools that will administer ACT assessments become officially "established" as an ACT test site and 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.*

- Contacts: The designated Test Coordinator (TC) 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.
- Testing Counts: The Test Coordinator must be prepared to provide preliminary and final examinee enrollment counts for initial, accommodated, and makeup testing for paper and online testing.
- Technical Readiness: For the ACT taken online, ACT has a Technical Site Readiness process. School must comply with requirements in specified Checkpoints in order to assure proper readiness of systems and software for a successful test experience. The Technical Coordinator will be responsible to support the technical readiness.

### **Examinee Pre-ID File**

The Pre-ID file/data includes the student name (first, last, MI), and State-Assigned Testing ID# and is used to identify examinees who are eligible to test within the district at participating schools. In turn, ACT will use the file to produce individual barcode labels. The District shall provide a production version of a Pre-ID file in the ACT-prescribed format containing records for all examinees taking the test no later than the date specified in the milestone dates section.

Examinees without barcode labels must have their state-assigned examinee ID number grid on the answer document. In all cases, examinees must grid demographic information on the answer document.

ACT will upload examinee Pre-ID data one time into the online testing platform to enable school test session creation for the ACT only.

Upon receipt of the file, ACT shall conduct a check that confirms data is in the correct format. There shall be no updates to the production file once ACT notifies the district that the check is complete.

*It is mandatory that all Districts that will administer ACT assessments provide a Pre-ID file to identify eligible examinees.*

## The ACT Test Materials

### Non-secure paper materials

Non-secure materials for the standard administration will be shipped to the school Test Coordinator according to the Milestone Schedule. The following are the list of materials included in the shipment.

The ACT	Notes
The ACT State and District Answer Documents	Used for all examinees to be tested. One document for the ACT. Answer documents contain all subjects. ACT will calculate and provide an overage based on the school's enrollment numbers.
Administration Manual for State and District The ACT – Standard Testing	ACT will calculate based on the school's enrollment numbers.
Administration Manual for State and District The ACT – Special Testing	ACT will calculate based on the school's enrollment numbers.
<i>Taking the ACT</i> State and District	Used for all examinees during the pre-test session.
Barcode Labels for the ACT	Printed from data provided in Pre-ID file. Barcode labels for the ACT are yellow.
Administration Manual for State and District The ACT taken 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 Administration	ACT will calculate based on the school's enrollment numbers.
Scratch Paper for The ACT Online Administration	ACT will calculate based on the school's enrollment numbers.

### Secure Materials Shipments

There are three secure material shipments made according to the Milestone Schedule.

Name/Type	Sent To	Other	Freight
Secure test booklets for the standard time Initial Test Date The ACT	TC	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.	ACT pays outbound / inbound shipping by standard delivery (FedEx) of
Secure test booklets for the Makeup Test Date The ACT	TC	Orders for makeup test materials are based on school's orders for these materials submitted to ACT <u>by close of business</u> the day following initial testing. Late makeup orders will not be filled.	

Name/Type	Sent To	Other	Freight
Secure materials for accommodated testing The ACT	TC	Includes as appropriate, individually packaged accommodations materials for each ACT-approved examinee (e.g., Braille, large print, audio DVDs, and reader's script) including test books, instructions, supervisor manuals, roster, and necessary instructions. Includes all required administration forms and instructions for returning materials at the conclusion of testing.	materials orders and returns.

NOTE: Test booklets are serialized and tracked by school, and therefore, cannot be exchanged between schools.

### Test Accommodations for the ACT

ACT is committed to ensuring that official ACT scores reported to colleges and other entities from State and District testing are comparable to scores earned through other forms of ACT testing involving the application of ACT's test accommodations policies. Therefore, ACT supports the following two models of accommodations on the ACT, when it is administered as part of district-wide assessment:

#### ACT-Approved Accommodations

These approved accommodations result in ACT scores that are fully reportable to colleges, scholarship agencies, and other entities *in addition to* being used for state and district testing purposes. Only examinees with professionally diagnosed and documented disabilities and who receive accommodations in school should apply for ACT-approved accommodations. Examples of accommodations that may be requested include extended time, alternate test formats, stop-the-clock breaks, and authorization to test over multiple days. Requests will be reviewed by ACT staff, and if appropriate, by other expert disability consultants, to ensure they meet ACT's established eligibility criteria and include the same supporting documentation required for approving all other ACT accommodations requests.

#### 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 by applying the Americans with Disabilities Act (ADA) standards. 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 School/District should refer all inquiries regarding ACT's accommodations decisions received from schools or parents to ACT for response. ACT-approved accommodations are specific to the ACT.

#### Non-College Reportable Accommodations (formerly State-Allowed Accommodations)

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, may test under standard conditions or the school can order ACT non-college reportable accommodations materials.

Schools can order ACT non-college reportable accommodations in paper format and do so without ACT review or approval. Therefore, these accommodations result in scores used only for district testing purposes. The results earned are not college reportable. The school's appointed Test Coordinator will submit one group request for ACT non-college reportable accommodation materials to ACT.

## **Ordering Paper Materials**

The School Test Coordinator must ensure eligible examinees participate in the available weekday test administrations. ACT will coordinate directly with school Test Coordinators (TC) to facilitate the test materials ordering process.

The TC will submit individual requests online for ACT-approved and non-college reportable accommodations test forms materials. For the ACT-approved accommodations, the request will follow the strict approval process as designated by ACT's policy for consistent national testing.

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

According to the orders received, ACT will apply applicable overages and distribute test materials, barcode labels (if applicable), answer documents, and supporting program materials to schools' sites. ACT will provide each school site with pre-paid shipping labels for 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.

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 deadline stated will not be scored.

ACT will scan, score, and report on the examinee answer documents received within the published deadlines. Secure test materials will be received for scanning and tracking of missing materials as appropriate per ACT policy.

## **Test Administration**

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

At ACT's discretion, unannounced observers from ACT may visit testing sites on the designated test dates. Any non-ACT observers (apart from designated principals and test coordinator staff) must be pre-approved by ACT Program Management to assure test security protocols are followed.

### Pre-Test Session:

Schools must complete supervised in-school pre-test sessions prior to the Initial Test Date. These are typically completed in 45 minutes for the ACT in the homeroom or study hall and must be completed in the same mode (paper or online) as the test will be administered for that examinee.

Schools must lead the examinee through a supervised pre-test session prior to the test date for The ACT. During these sessions, examinees will complete their basic identifying information, respond to non-cognitive questions including, for The ACT, the Interest Inventory and Student Profile Section, and indicate their college choices.

## **Reporting**

ACT will distribute examinee reports and aggregate score data as specified.

### The ACT

ACT reporting for the ACT will include a set of standard reports that are distributed at the examinee and high school levels. The standard turn 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 with <i>Using Your ACT Results</i> booklet.	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>THE ACT STANDARD REPORTS</b>			
<b>Report</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery By Date</b>
<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.
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 Accommodations Score Notification Letter (if applicable)	Printed letters containing scores achieved using ACT non-college reportable accommodations.	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.	March: No later than July 29, 2016  April: No later than August 19, 2016
<b>THE ACT 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 report for each High School on an encrypted CD mailed to the District Assessment Coordinator.  (Separate reports for 11 <sup>th</sup> and 12 <sup>th</sup> grade.)	March: No later than July 29, 2016  April: No later than August 19, 2016
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 ACT non-college reportable accommodations.	One (1) PDF report on an encrypted CD mailed to the District Assessment Coordinator.  (Separate reports for 11 <sup>th</sup> and 12 <sup>th</sup> grade.)	March: No later than July 29, 2016  April: No later than August 19, 2016
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 on an encrypted CD mailed to the District Assessment Coordinator.	March: No later than July 29, 2016  April: No later than August 19, 2016

#### 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 the main 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 main school. To ensure that the alternative examinee scores are reported to the alternative school only (and not the main

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**

It is expected that the District pay ACT invoices according to an agreed upon Exhibit 2. Please refer to Project Milestone Schedule above for billing date.

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

**Exhibit 2**  
**Fees**  
**District Testing (Spring 2016)**  
**The ACT<sup>®</sup> Test**

Assessment	Per Unit Fees
The ACT (taken online or on paper)	\$39.50
The ACT taken with writing (taken online or on paper)	\$56.50



## **Exhibit 3**

### **ACT Privacy Policy**

**Last updated:** March 31, 2015

#### **Scope of this Policy**

At ACT, Inc. we recognize the importance of protecting the privacy of personally identifying information and believe that use and sharing of it is important to our mission of “Helping people achieve education and workplace success.”

This policy explains how ACT collects, uses, maintains, shares, and protects your information when you visit ACT websites that provide a link to this privacy policy (collectively, the "Site"), as well as when you provide your personally identifying information to us offline when you participate in ACT’s assessments, programs, and services.

#### **Children's Privacy**

The Site is intended for use by education and workforce development professionals, other adults, high school students engaged in college and career planning, and their parents. The portion of the Site that collects personally identifying information from high school students ([www.actstudent.org](http://www.actstudent.org)) is intended for students above the age of 13 only. The Site is not intended to be used by children under the age of 13. If you are under the age of 13, please do not use this Site.

#### **Information ACT Collects**

**Personally identifying information** is information that can identify you, such as your name and address. It does not include anonymized, aggregate or statistical information. Based on your relationship with us, you may be asked to provide certain personally identifying information as described below. Certain information is requested but not mandatory; ACT will identify which information is required.

- **Assessment registration and services.** When you register for or take an assessment from ACT, we may collect certain information including your name, home address, email address, telephone number, Social Security number (optional), date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, intended college major and occupational choice, college plans, extracurricular plans, and your background, credit card information, photograph, disability, and biometric data.
  - International: If you are taking an assessment outside the United States, some of the information ACT collects could be classified in your home country as sensitive personal data or sensitive information according to your country’s data protection laws. This includes age, gender, biometric data, race, ethnicity, health data such as a physical or learning disability, credit card information, as well as information related to your background, including, political organizations and religious organizations.
- **Online orders or questions.** When you are requesting materials or information from ACT, we may collect your name, job title, address, email address, birth date, and other

personally identifying information, and your need for ACT materials. If you are purchasing materials, ACT may collect your credit card information.

- **Suppliers of services and goods to ACT.** If you are a supplier of services or goods to ACT, such as a test proctor, ACT may collect your name, address, email address, telephone number, tax identification number, date of birth, bank account information, and other personally identifying information.
- **Job applicants.** If you are applying for employment with ACT, we will collect your name, address, email address, work and education history, as well as other personally identifying information necessary to evaluate your application.
- **Other tools.** Other interactive tools or functions on the Site may collect personally identifying information from you.

### **Non-personally Identifying Information**

When you visit the Site, ACT may collect and store general Internet data, including your internet protocol (IP) address, domain name, browser type, date and time of access, which web pages on the Site you visited, the referring Uniform Resource Locator (URL), and how long you spent on each page. This information may be collected to assist us in administering and making improvements to the Site, to enhance security, and for statistical analysis. ACT may employ other companies and individuals to facilitate these services (*e.g.*, maintenance, analysis, audit, development), who will have limited access to your information and only use it to perform those services on our behalf.

Non-personally identifying information also includes information collected through the Site and offline that is maintained by ACT in aggregate or de-identified form(s). This information is collected and may be used for research purposes, to inform public policy and advocacy, and for reporting purposes such as to education institutions, state agencies, and businesses.

### **How ACT Uses Your Personally Identifying Information**

Personally identifying information collected through the Site or offline may be used to:

- Administer ACT assessments, provide services to you, and communicate with you regarding assessments, programs, and services;
- Process requests for ACT assessments, programs, services, or information, and to communicate with you regarding such requests;
- Maintain your account, verify your identity, process payments, and collect debts you owe us;
- Administer, review and/or improve the Site, ACT assessments, programs or services;
- Conduct research and analysis consistent with ACT's mission;
- Invite you to participate in surveys consistent with ACT's mission, including surveys regarding ACT programs and services; and
- Provide you with marketing information about ACT assessments, programs, services, or special offers from ACT.

### **Information Sharing and Disclosure**

Consistent with ACT's mission, it is important to share information with those who have a legitimate reason to use it, or who can provide educational or career opportunities to you. ACT will not sell or disclose personally identifying information we collect through this Site or offline except as consistent with your choices, as described in program or service specific terms and conditions, or as set forth below.

## **Generally**

ACT may disclose personally identifying information:

- To ACT subsidiaries and affiliates;
- To others providing services to ACT or as necessary to deliver ACT's assessments, programs and services. This includes information needed to verify an individual's identity or for security purposes.
- As required by law, for subpoena or other legal processes;
- As necessary to investigate, take action on, or prevent suspected or actual illegal activities, fraud, or potential threats to safety or personal physical safety; and
- To another company that acquires ACT or its assets, which will have responsibility for your personally identifying information, as described in this privacy policy.

## **ACT Assessments, Programs, and Services**

When you participate in ACT's assessments, programs, or services, ACT may disclose personally identifying information to:

- Others that pay for you to take an assessment, program, or service, or receive a certificate of achievement or credential relating to an assessment;
- Schools, schools districts, state entities and/or their agents or representatives for educational and reporting purposes;
- Parents or legal guardians of minors under the age of 18;
- Certain state and federal scholarship programs and agencies;
- In limited situations, researchers conducting research consistent with ACT's mission. Researchers who receive any personally identifying information are required to protect the confidentiality and security of this information.

## **International – Onward Transfer of Personally Identifying Information**

If you are participating in ACT's assessments, programs, and services outside the United States, or requesting information about ACT assessments, programs, or services, note that your personally identifying information may be transferred outside of your home country to the United States to ACT or a third party service provider, and will be subject to use and disclosure under the laws of the United States. It may also be accessible to law enforcement and national security authorities in the United States. When you voluntarily register for or take an assessment, or access ACT programs and services, you provide personally identifying information to us. If you do not provide mandatory personally identifying information, such as name, gender, address and date of birth, you may not be able to complete certain online transactions, or access or benefit from certain ACT assessments, programs, or services.

## **Marketing by Others**

ACT honors your preferences with regard to sharing your personally identifying information with other organizations for their marketing purposes. You will be given the choice prior to having your personally identifying information shared with these other organizations for their marketing purposes.

## **Cookies and Web Beacons**

When you access the Site, certain non-personally identifying information is automatically logged. This information may include your operating system, screen settings, Web browser software, and referring

website, if any. It is used for system improvement and administration, security, statistical analysis purposes, and other internal business purposes.

The Site may use service providers for analytics purposes. These providers collect information about you anonymously and report website trends without identifying individual visitors. These service providers use their own cookies to track visitor interactions. Website owners can view a variety of reports containing aggregate information about how visitors interact with their website so they can improve their website. ACT does not control the cookies and their use may be governed by the privacy policies of the service providers employing these cookies.

Cookies are small text files that a website can send to a user's browser for storage on the hard drive. Cookies can make use of the Web easier by saving and administering status, preferences, and other user information. Cookies used by the Site do not contain your personally identifying information.

The Site also may use Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. ACT may use cookies and Web beacons to route users through the Site, customize users' experiences on the Site, to help us send you information about programs and services, and to improve the Site.

Most browsers are set to accept cookies but users can change the setting to block cookies. Although disabling cookies will not interfere with your ability to access the Site, users will need to accept cookies to use certain services on the Site, including test registration. Users can disable the ability of Web beacons to capture information by blocking cookies.

### **Links and Websites**

The Site may contain links to non-ACT affiliated websites. ACT does not control the privacy policies or practices of these websites. You should review the privacy policy of the non-ACT affiliated website before providing any information through these websites. ACT is not responsible for the content or practices of any linked non-ACT affiliated websites, and provides these links solely for the convenience and information of visitors to the Site.

### **Choice, Opt-Out, and How ACT Responds to Do Not Track Signals**

ACT strives to provide you with choices about our use of your personally identifying information. As a user of the Site, as well as for offline purposes, you decide whether to proceed with activities that request personally identifying information. However, if you do not provide the requested information you may not be able to complete certain online transactions, have access to, or benefit from certain ACT assessments, programs, or services.

ACT occasionally uses your personally identifying information to contact you regarding ACT assessments, programs, and services. You will be provided instructions on how to opt out of receiving further marketing communications by email. If you opt-out of receiving these marketing communications, note that you will still receive program-related messages and similar transactional communications by email about your registration for an ACT assessment or other services and programs in which you participate.

With respect to the Site and Do Not Track Signals, ACT conducts conversion tracking with other websites such as Twitter and Facebook to collect data for purposes of tracking your use of ACT advertisements on those websites. We also target ACT's advertisements on social media websites, such as Facebook and Twitter. This means that after visiting our Site, if you later log into Facebook or Twitter, an

ACT advertisement may appear. To learn more about your choices regarding online tracking, please visit these sites:

<http://www.aboutads.info/choices/> <http://ie.microsoft.com/testdrive/Browser/DoNotTrack/Default.html>

### **Access and Correction of Personally Identifying Information and Closing Your Account**

If you need to update your contact information (address, email address and/or telephone number), please contact ACT Customer Service at 1-800-498-6065 or [customerservices@act.org](mailto:customerservices@act.org).

For other requests to access, update, correct, or delete your personally identifying information, or request that ACT close your web account, contact ACT's Data Protection Official listed below.

ACT will seek to meet all requests to delete personally identifying information unless it is required to be retained for contractual or legal reasons as described in this privacy policy. Please be aware that all assessment scores are maintained by ACT indefinitely and closing your account does not delete your assessment scores.

ACT, Inc.  
Attn: Vice President, Data Management  
500 ACT Drive  
P.O. Box 168  
Iowa City, IA 52243-0168  
[DPO@act.org](mailto:DPO@act.org)

### **Retention of Information**

ACT will retain your information for as long as is necessary to fulfill any of the uses identified in this privacy policy or to comply with applicable legal, regulatory, or court orders.

### **Security and Confidentiality**

Protecting the personally identifying information through the use of reasonable administrative, physical and technical safeguards is important to ACT. We use secure sockets layer (SSL) transmission, a protocol for establishing a secure connection for transmitting your personally identifying information. ACT has security protocols and measures in place to protect your personally identifying information from unauthorized access, alteration, and unlawful disclosure.

In the course of business, ACT may collect or ask that you disclose your Social Security number. To the extent practicable, ACT protects the confidentiality of all information we collect, including Social Security numbers. Accordingly, ACT prohibits the unlawful disclosure of personally identifying information, including Social Security numbers, and limits access to Social Security numbers. When ACT disposes of personally identifying information, we take reasonable measures to protect against unauthorized access to the information.

### **Changes to this Policy**

ACT reserves the right to modify this privacy policy at any time. If ACT makes material changes to this privacy policy, the changes will be posted on this Site to alert you.