



STATE OF ARKANSAS

TECHNICAL AND GENERAL SERVICES CONTRACT

CONTRACT #	4600236046	FEDERAL I.D. #	42-0841485
VENDOR #	60000040	MINORITY VENDOR	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

1. PROCUREMENT:

Check ONE appropriate box below for the method of procurement for this contract:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Competitive Bid | <input type="checkbox"/> Emergency | <input type="checkbox"/> Intergovernmental | <input type="checkbox"/> Request for Proposal |
| <input type="checkbox"/> Cooperative Contract | <input type="checkbox"/> Exempt by Law | <input type="checkbox"/> Invitation for Bid | <input type="checkbox"/> Request for Qualifications |
| <input checked="" type="checkbox"/> Sole Source by Justification <i>(Justification must be attached)</i> | | | |
| <input type="checkbox"/> Sole Source by Law - Act # _____ | | or Statute #: _____ | |

2. TERM DATES:

The term of this agreement shall begin on 11/01/2015 and shall end on 06/30/2016
(mm/dd/yyyy) (mm/dd/yyyy)

3. CONTRACTING PARTIES:

State of Arkansas is hereinafter referred to as the agency and contractor is herein after referred to as the Vendor.

AGENCY NUMBER & NAME	0500	Arkansas Department of Education	<input type="checkbox"/> Service Bureau
VENDOR NAME	ACT, Inc.		
VENDOR ADDRESS	500 ACT Drive, Iowa City, IA 52243		
TRACKING # 1		TRACKING # 2	

4A. TOTAL PROJECTED CONTRACT COST:

Total Projected Cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 12)	\$	40,044,569.00
---	----	---------------

4B. SERVICES AND COMMODITIES:

For work to be accomplished under this agreement, the Vendor agrees to provide the services and commodities at the rates as listed herein. If additional space is required, a continuation sheet may be used as an attachment.

SERVICES	QUANTITY	COST PER ITEM	TOTAL COST
Administer ACT Aspire Assessments	1	40,044,569.00	40,044,569.00
TOTAL SERVICES			\$ 40,044,569.00

COMMODITIES	QUANTITY	COST PER ITEM	TOTAL COST
TOTAL COMMODITIES			\$

Total cost of services and commodities \$ 40,044,569.00

**STATE OF ARKANSAS
TECHNICAL AND GENERAL SERVICES CONTRACT**

Contract #: 4600036046

5. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract. You may use an attachment if needed.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
State Funds**	Public School Fund	JAA1002	459	\$ 15,084,679.00	37.60
Federal Funds	Federal Funds	FEE1557	650	\$ 24,959,890.00	62.40
				\$	
				\$	
				\$	
TOTALS				\$	100%

* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

6. OBJECTIVES AND SCOPE:

State description of services, objectives and scope to be provided. (DO NOT USE "SEE ATTACHED")

1. Administer the ACT Aspire in both paper and on line formats to the students of Arkansas in grades 3-10 as outlined in Attachment 1.
2. Provide customer support to the ADE and State as outlined in Attachment 1.
3. Score and report the ACT Aspire assessments adhering to time-lines in Attachment 1.
4. Provide professional development for the ADE and State as outlined in Attachment 1.
5. Organize, attend and participate in ADE Technical Advisory Committee meetings as outlined in Attachment 1.

7. PERFORMANCE STANDARDS AND COMPENSATION:

List performance standards for the term of the contract. (If necessary, use attachments)

1. Failure to provide fully functional assessment software necessary to conduct on-line administration may result in a penalty of up to \$10,000.
2. Failure to provide ADE with requested documentation for ESEA and peer review may result in a penalty of up to \$10,000.
3. Failure to adhere to one or more of the established time-lines may result in a combined penalty of up to \$10,000.
4. Failure to provide ADE access to one or more of the ACT Aspire State-level reports by July 1, 2016 may result in penalty of up to \$1,000 per business day, maximum of \$10,000 total.

8. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

1. Definitions and scope of work and timelines for project
2. Five year pricing estimates
3. ACT Aspire Accommodations Manual
4. ADE Data Share Policy

STATE OF ARKANSAS
TECHNICAL AND GENERAL SERVICES CONTRACT

Contract #: 4600236046

9. CERTIFICATION OF VENDOR

- A. "I, Thomas J. Goedken Chief Financial Officer
(Vendor) (Title)
certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."
- B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")
Arkansas Department of Workforce Services
- C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")
None.

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. CANCELLATION CLAUSE

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

12. TERMS:

All official documents and correspondence related to this solicitation are included as part of this contract.

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until 06/30/2020 (mm/dd/yyyy), in accordance with the terms stated in

**STATE OF ARKANSAS
TECHNICAL AND GENERAL SERVICES CONTRACT**

Contract #: 4600036046

the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of the Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Contracts will require review by Legislative Council or Joint Budget Committee prior to the approval of the Department of Finance and Administration/Director of the Office of State Procurement and before the execution date if the total initial contract amount or the total projected amount is greater than or equal to \$100,000, including any amendments or possible extensions.

Any amendment which increases the dollar amount or involves major changes in the objectives and scope of the contract will require review by Legislative Council or Joint Budget Committee.

13. AUTHORITY:

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

**STATE OF ARKANSAS
TECHNICAL AND GENERAL SERVICES CONTRACT**

Contract #: 4600036046

14. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Judi Free (Name) Agency Fiscal Manager (Title)
501-682-4479 (Telephone #) judi.free@arkansas.gov (Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

Hope Allen (Name) Director of Assessment ADE (Title)
501-682-5760 (Telephone #) hope.allen@arkansas.gov (Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

Debbie Jones (Name) Assistant Commissioner of Learning Services (Title)
501-683-4800 (Telephone #) debbie.jones@arkansas.gov (Email)

15. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

16. SIGNATURES:

Tim Jada 9-29-15
 VENDOR DATE

Johnny Key 9/30/15
 AGENCY DIRECTOR DATE

Chief Financial Officer
 TITLE

Agency Commissioner
 TITLE

500 ACT Drive, Iowa City, IA 52243
 ADDRESS

4 Capitol Mall, LR AR 72201
 ADDRESS

APPROVED: Cambert Thompson
 DEPARTMENT OF FINANCE AND ADMINISTRATION

10/16/2015 sf
 DATE

Supplement for Sole Source ACT Aspire Contract

The State Board of Education adopted the ACT Aspire, in part, because the assessment system provides a 3-10 longitudinal score reporting for each subject area of science, English Language Arts, and mathematics. PARCC did not provide a science assessment and the state values improving science instruction and assessment as the focus for economic development and a skilled workforce revolves around the Science, Technology, Engineering and Math (STEM) careers.

Scores are provided over time from grades 3-10 and viewed alongside grade level ACT Readiness Benchmarks indicating students are on target to meet the ACT College Readiness Benchmarks. ACT is the most widely used college entrance exam in Arkansas. In 2015, 93% of the high school graduating class participated in the ACT. In 2016 all students will participate in this college entrance exam. By using one comprehensive assessment system, student progress may be followed in grade 3-10 and the culminating ACT will be given in the 11th grade. In grades 9 and 10 students will receive an ACT predictive score in order to improve deficit areas prior to the 11th grade ACT. With this system, students will be provided an accurate report on their progress toward college.

Alignment of Assessment to Standards

The ACT Aspire was under development prior to the release of the Common Core State Standards, ACT participated in the development of CCSS and lent its extensive empirical research and subject matter expertise on college and career readiness to the CCSS development effort. Therefore, significant overlap exists between the CCSS and the college and career readiness constructs that ACT Aspire and the ACT measure.

Many sets of standards target college and career readiness including the ACT CCRS, the CCSS, and others from states across the US. The purpose of these standards is to articulate the requisite knowledge and skills needed to prepare students for postsecondary success. Assessments are constructed to measure progress and provide evidence to back up the claim, in this case, that students are on target for college and career readiness. ACT Aspire assessments are constructed for this very purpose. Alignment studies are often used to ensure that the assessments are measuring those skills and knowledge identified as critical for the college-and-career-ready claim. The design of many alignment studies involves bringing in subject-matter experts who study the standards and forms of the assessments and report their opinions about how much overlap exists. If assessments employ domain sampling or are adaptive, alignment studies require close analysis of the test/pool content and statistical specifications since any single collection of items represents just a sample of the full domain of skills and knowledge being assessed. In addition to subject-matter-expert opinion, ACT used the ACT in the creation of the ACT Aspire score scales for English, math, reading, and science, thereby creating an empirical link between the ACT Aspire scores and the ACT College Readiness Benchmarks, which relate scores on the ACT assessment directly to performance in college courses. A link has also been established between the ACT Aspire Composite score and the ACT NCRC, which provides information about student achievement and employable skills in reading, math, and locating information. These research-based connections to real-world college and real-world career readiness contribute direct evidence of alignment from ACT Aspire to college and career readiness skills and knowledge. To read more about the alignment of the ACT Aspire and College

and Career Readiness Standards visit this link: *ACT Aspire Summative Assessment Technical Bulletin #1, pg. 4-5.* <file:///Users/dljones/Downloads/Technical%20Bulletin%201%20Fall%202015.pdf>



License and Services Agreement

SECTION A: Customer/Institution details:

Customer/Institution Name Arkansas Department of Education

Customer Address 4 Capitol Mall

City Little Rock State AR Zip Code 72201

Telephone 501-682-4475 Fax 501-682-4886 E-Mail Hope.allen@arkansas.gov

Person to Contact Hope Allen Position Director of Assessment

Direct Telephone 501-682-5760 Direct Fax 501-682-4886

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(s):

ACT[®] Aspire

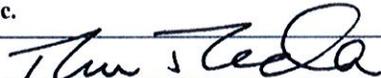
SECTION C: Fees: As set forth in Exhibit 2 (Fee Schedule) attached to this Agreement.

SECTION D: Term: The term of this Agreement shall be from 11/1/2015 through 6/30/2015.

SECTION E: Terms and Conditions: This Agreement is subject to the attached Terms and Conditions and the State of Arkansas Technical and General Services Contract, 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.

By: 

Name: Thomas J. Goedken

Title: Chief Financial Officer

Date: 9-29-15

By: 

Name: Janet E. Godwin

Title: Interim Chief Executive Officer

Date: 9/29/15

Arkansas Department of Education

By: 

Name: Johnny Key

Title: Commissioner of Education

Date: 9/30/15

For Office Use Only Purchase Agreement Number: _____

Return In Full To:
 Contract Services (\$5)
 ACT, Inc.
 500 ACT Drive
 Iowa City, IA 52243

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 as licensed to ACT, Inc. by ACT Aspire, LLC
 - (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 unless otherwise specified herein.

5. **Ownership of ACT Aspire Materials.** ACT Aspire, LLC owns or has license rights in the Assessments and Assessment Services, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, the "ACT Aspire Materials"). Customer does not acquire any right, title, or interest in or to the ACT Aspire Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Aspire Materials. Customer acknowledges and agrees that the ACT Aspire Materials are not sold to Customer. Customer shall not (and shall not assist or permit any third party to): (i) seek to register or protect, anywhere in the world, the ACT Aspire Materials (or seek to register or protect any designation confusingly similar to the ACT Aspire Materials; or (ii) challenge ACT Aspire's or its licensors' ownership in or the validity of the ACT Aspire Materials. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Aspire Materials by any third party. Customer's rights to the ACT Aspire Materials expressly terminate upon the termination of this Agreement as set forth in Section 13 below. Customer may not sell, provide access to, or otherwise transfer the ACT Aspire Materials to any other person, provided however that Customer may provide the Assessment Services to authorized Customer examinees, employees, and personnel solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Assessment Services. Customer shall be further obligated to administer the Assessments in accordance with all policies and procedures provided by ACT, Inc. or ACT Aspire, LLC, as updated from time to time.

6. **Confidentiality.** Customer agrees that neither it nor its employees or personnel 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 Aspire Materials, except as strictly necessary for Customer to use the ACT Aspire Materials for their intended purpose under this Agreement. Customer shall protect the ACT Aspire Materials in accordance with ACT Aspire's procedures and using a standard of care appropriate for secure test materials, but in no event less than a reasonable standard of care. All ACT Aspire Materials shall be and remain the property of ACT Aspire, LLC or its licensors, notwithstanding the subsequent termination of this Agreement. The ACT Aspire Materials shall, within ten (10) days of ACT's written request, be returned to ACT Aspire, LLC in care of ACT, Inc. (including any copies thereof). In the event that Customer receives a FOIA, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer acknowledges and agrees that damages may not be an adequate remedy to compensate for the breach of this Section 6, and accordingly Customer agrees that in addition to any and all other remedies available, ACT shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this Section 6.

7. **Testing Procedures.** Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT, or ACT Aspire, LLC, as updated from time to time. Customer agrees that all ACT Aspire Materials will be returned in accordance with the policies and procedures provided by ACT. Customer agrees to fully cooperate with, and cause those individuals involved in the administration of the Assessments 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, Inc. and ACT Aspire, LLC. ACT or ACT Aspire may, in their 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 Aspire and its affiliates may use and disclose the data collected from the administration of the Assessments, as set forth in ACT Aspire and its affiliates' data usage policies, as amended from time to time, to the extent that they do not conflict with the Memorandum of Agreement entered into by the parties concerning data. ACT Aspire's data usage policies are available at www.discoveractaspire.org. To the extent, if any, that ACT collects or otherwise has access to data from the administration of the Assessments, ACT's Privacy Policy also applies. ACT and ACT Aspire LLC may not share any student identifiable data from Arkansas students or any reason. ACT and ACT Aspire LLC may not share any de-identified data from Arkansas students without the written consent of the ADE. ACT and ACT Aspire LLC must abide by the ADE data share policy that can be found in Attachment 3- Memorandum of Understanding and all requirements of Arkansas Act 1196.

9. **Compatible Platforms and Hardware.** Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access the ACT Aspire Materials and Assessment Services. Neither ACT Aspire nor any of its licensors will be responsible for any incompatibility between ACT Aspire Materials and Assessment Services, and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT Aspire for Customer's use with the ACT Aspire Materials and Assessment Services.

10. **Passwords.** Each user identification, access code, and password is personal to the authorized user to which it is issued. Customer and the authorized users Customer identifies are responsible for maintaining the confidentiality and security of all user identifications, access codes, and passwords issued, and ensuring that each such user identification, access code, and password is only used by its identified authorized users. To the extent ACT Aspire assigns Customer with administrative rights to create user identifications, access codes, and passwords for its authorized users, Customer shall be wholly responsible for each such issuance.

11. **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 applicable contract Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages other than what has been agreed to by the parties in the Performance Standards and Compensation provision of the Technical and General Services Contract.

12. **Warranty and Limitations.** ACT, ON BEHALF OF ITSELF AND ACT ASPIRE; LLC, 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. CUSTOMER WARRANTS THAT CUSTOMER HAS OBTAINED ALL NECESSARY PERMISSIONS FOR THE DELIVERY OF ASSESSMENT SERVICES AND THE ASSESSMENTS AND THAT CUSTOMER WILL USE, DELIVER, AND HANDLE DATA FROM THE ASSESSMENT SERVICES, AND WILL

Rev. 2/15/2017 2/15/2017

© 2017 ACT, Inc. All rights reserved. ACT, Inc. and ACT Aspire, LLC are trademarks of ACT, Inc.

TAKE NECESSARY STEPS TO ASSIST ACT ASPIRE OR ITS AFFILIATES OR LICENSORS TO USE, DELIVER, AND HANDLE DATA FROM THE ASSESSMENT SERVICES, CONSISTENT WITH APPLICABLE LAWS, RULES, AND REGULATIONS.

13. 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.

14. 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.

15. 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.

16. 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. ACT shall subcontract with ACT Aspire, LLC for the delivery of the Assessments and Services identified in Exhibit 1, attached hereto.

17. Entire Agreement. This Agreement (including all exhibits to this Agreement and agreements 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.

18. 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.

19. 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.

EXHIBIT 1
Description of Services
Arkansas Department of Education
ACT Aspire
2015-2016

Executive Summary

The Arkansas Department of Education (ADE), the STATE, will fund one administration of ACT Aspire 3-8 and Early High School Grades 9 and 10 in participating schools during the 2015-2016 school year.

This Description of Services (DOS) describes the state testing services the ACT Aspire, LLC - Assessment Services Delivery Team (ASD) will provide in support of the 2015-2016 administration of ACT Aspire assessments. This DOS defines the expectations and responsibilities of all entities contributing to the successful implementation of ACT Aspire Grade testing.

Assessment Description

Test	Grade	Description	Summative Assessment	Interim I-IV	Classroom
ACT Aspire Summative – paper and online version Periodic – Online	3 rd - 8 th grade	ACT Aspire is a standards-based comprehensive system of assessments to monitor progress toward college and career readiness through early high school, connecting each grade level to the next.	English Mathematics Reading Science Writing	English Mathematics Reading Science	English Mathematics Reading Science
ACT Aspire Summative – paper and online version Periodic - Online	9 th & 10 th	ACT Aspire is a standards-based comprehensive system of assessments to monitor progress toward college and career readiness through early high school, connecting each grade level to the next.	English Mathematics Reading Science Writing	English Mathematics Reading Science	

For instructions on administering the ACT Aspire on paper and online, test coordinators must refer to the Test Coordinators Manual and additional online manuals.

Test Window

For the 2015-16 ACT Aspire assessments, the test dates are outlined below. All participating schools in the state must test within the corresponding testing window. Test dates include: The expected split for Online vs. Paper testing is 90% CBT and 10% PBT.

Test Window		
Test	Activity	Dates
ACT Aspire paper and online all grades	Test Window	April 11, 2016 – May 13, 2016 Online April 18, 2016 – April 29, 2016 Paper

Project Milestones - Key Dates for Spring 2016 Testing

Peg Thomsen and Larry Ehret will work with the ADE to build a Milestone Schedule for implementation of the ACT Aspire assessment. This will be done during the planning meetings. This Milestone Schedule is subject to change upon agreement of both parties.

Milestone/Activity	Mode	Due Date
ADE Meetings, Trainings, ASD Deliverables		
ASD will Provide File Layouts to Customer	Online	TBD
ADE Training Meeting – Little Rock, AR	In Person	TBD
ADE Interim & Classroom Training – Little Rock, AR	Webinar	TBD
ADE provides organizational file	Online	TBD
Customer Service Setup Complete		November 1, 2015
Portal Setup and Initial Invitations Sent	Online	November 1, 2015
Field Engineers deployed. (Utilize for district/schools moving to CBT – Need 2 weeks lead time to schedule)	Online	TBD
File Submission		
Student Data File submitted by ADE	Online	November 2, 2015
Data File Validation & Upload	Online	November 6, 2015
Training		
Training Modules and Webinars Available	Online	Immediately
Room & Test Supervisor Manuals Available	Online	No later than January 1, 2016
Tutorials Available for Teachers and Students	Online	No later than January 1, 2016
Tech Readiness and Admin. Requirements Training – 2 Locations, AR (High Level Introduction overview of process, customized to Arkansas) (2 people from each district = 245X2) 2 locations. NW Arkansas ACT and ACT Aspire 3 hours Training will focus on landing Page and resource overview. ADE will work with ACT Aspire to create training materials and format.	In Person 2 sites NW and LR	November 2 and 3, 2015
DTC Training – 9 Locations	In Person	January 19-22 January 25-29, 2016
Training – ACT Aspire Administration and Tech	Virtual	February 11 & 17, 2016

Readiness		
Weekly DTC & Tech Coordinator Updates & Support	Virtual	TBD
Test Preparation		
Testing Accommodations Coordinators update Personal Needs Profile (PNP) Identification/Update for Paper Only	Paper	February 18, 2016
Testing Coordinators Setup Sessions for Paper Only	Paper	February 18, 2016
Schools Conduct Readiness	Online	January 2016
Schools Complete Proctor Caching Setup	Online	February 2016
Testing Accommodations Coordinators update Personal Needs Profile (PNP) Identification/Update for Online Only	Online	1 Week Prior the first day of testing.
Testing Coordinators Setup Sessions for Online Only	Online	1 Week Prior the first day of testing.
Test Material Shipment		
Receive Test Materials	Paper	March 28, 2016
Testing		
Test window for ACT Aspire	Paper	April 11, 2016 – May 13, 2016
	Online	April 18 – April 29, 2016
ADE Spring Break		March 21-25, 2016
Return of Paper Materials		
Schools Return All Paper Materials	Paper Waiver Districts	May 4, 2016
Accommodated forms for online districts	Paper	Within 48 hours of testing complete
Reporting		
State Verifies Reports prior to release	Paper/Online	June 2016
Reports Available in Portal (Legislated)	Paper/Online	July 1, 2016
1 ISR and 1 Label per student delivered to district	Paper/Online	August 8, 2016

Areas of Responsibility

Global (Aspire Assessment Services Delivery Peg Thomsen or Larry Ehret and Arkansas Department of Education (ADE)) areas of responsibility are as follows:

- Participate in regularly scheduled conference calls and/or onsite meetings.
- Establish and manage a Description of Services.
- Establish a Communication Plan.
- Establish and adhere to a Milestone Schedule.
 - o ACT will build adequate review time (at least 10 business day per ADE requirement) into the implementation schedule for review of ADE specific materials

- Establish a Training Plan.
- Communicate risks and issues.
- Provide all student information by using secure modes of transmission.

Assessment Services Delivery Team (Peg Thomsen or Larry Ehret) areas of responsibility are as follows:

Program Management

- Provide contract and program management services as described throughout this DOS.
- Manage program communications and meetings with ADE. Also provide feedback, requested information, and approvals in a timely manner.
- Manage scope of work.
- Manage risks and issues.
- Coordinate with ACT to invoice ADE.

Operations Management

- Manage Training Plan.
- Manage paper materials production, delivery, and scanning.
- Manage the ACT Aspire portal.
- Manage customer care support.

Arkansas Department of Education areas of responsibility are as follows:

Program Support

- Support the implementation of ACT Aspire assessment as documented in the program manuals.
- Communicate to ASD any processes, policies, and procedures unique to this program that deviate from standard ACT Aspire processes. ADE will send the communications to the districts and schools.
- Provide ASD with feedback, requested information, and approvals in a timely manner.
- Communicate test administration information from ASD with schools and districts, including but not limited to test administration dates, test guidelines, paper/pencil test materials return dates, and training opportunities. ADE will send all communications to districts and schools.
- Promote and support the Training Plan.
- Respond to the final invoice.

Operations Support

- Collect Special Format orders (i.e. Large Print and Braille) from State and provide the data to Aspire ASD through the online portal
- Contract change management, as described in the DOS.
- Promote online readiness for online and paper testing.
- Provide final organizational data to Aspire ASD.

School areas of responsibility are as follows:

- Conduct online test readiness verification.
- Participate in training sessions where applicable.
- Support the administration of ACT Aspire assessment as documented in the program manuals.
- Ensure and maintain secure receipt and handling of all paper test materials following documented procedures to protect the security of the tests.
- Upload and maintain student data to the portal, as needed.
- Identify and maintain student personal needs profiles in the portal, as needed.
- Set up, launch, and monitor test sessions.
- View and download reports.

Services Provided for ACT Aspire	Description
Customer Service	Staff the toll-free number year round Monday through Friday, from 7:00 a.m. to 5:00 p.m. Central Time
Communication	Provide updates to Portal, maintenance, Java, TestNav and other technology related needs. All communications need to go through ADE and then get distributed out from ADE.
TestNav	The ACT Aspire assessment utilizes TestNav software to securely lock down student specified devices for online testing.
Training	State specific webinars and on-site trainings will be provided according to the schedule. Field Engineers are available upon request from ADE to travel around the state and help with infrastructure trials.
Answer Documents and Test Booklets	Paper materials are printed and shipped to the District locations
Online Resources	Online resources are available at -- The ACT Aspire Landing Page http://actaspire.pearson.com/allresources.html Avocet http://actaspire.avocet.pearson.com/actaspire/home Training Management System (TMS) https://actaspire.tms.pearson.com/Account/Login?ReturnUrl=%2f

State Contract Oversight:

ASD will name a designated staff person (Larry Erhet will be the primary contact and Peg Thomsen will serve as his backup) who will serve as the primary operational contact and will coordinate all aspects of program delivery with the State. A program schedule will be provided, tracked and covered on status conference calls.

Customer Service

Aspire ASD will provide a Customer Service email address and toll-free number for assistance in implementing and administering the ACT Aspire assessment. The staff answering these calls and emails will be trained on the policies and procedures that are specific to Arkansas' administration of ACT Aspire. Aspire ASD will provide ADE with a weekly call log and summary report.

- The toll-free number will be staffed year round Monday through Friday, from 7:00 a.m. to 5:00 p.m. Central Time.
- Phones will not be staffed on holidays that may not coincide with ADE holiday.
- In rare instances when the offices are closed due to extenuating circumstances (e.g., weather related), ASD will inform the ADE of the closure.

The ACT Aspire Customer Service team shall handle questions related to:

- Technical support
- Tracking shipments of materials
- Ordering of additional test materials
- Administration, scoring, and reporting issues

Communications

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

ASD (Peg Thomsen or Larry Ehret) will communicate directly with ADE on upcoming activities and deadlines related to the assessments. It is imperative that designated test coordinators follow instructions as communicated via email to ADE. ACT Aspire will provide the customer with a preview of planned communications two business days prior to sending to districts. In the event of a special circumstance or emergency, ACT Aspire will make every effort to communicate with ADE as soon as possible.

ACT will provide a State Testing Webpage specifically for the contracted State client to assist school coordinators to access administration training and manuals applicable for specified testing experience. Webpage to include ACT Aspire test dates, exemplars, manuals, portal and landing page links.

Training Resources

ASD will provide in-person and online training modules and documentation as outlined in the milestones.

The ACT Aspire Landing Page <http://actaspire.pearson.com/allresources.html> is a resource containing the Calendar of Events (training webinars available to all clients), manuals, step-by-step instructions and link to online Training Management System (TMS). TMS contains self-paced "how to" video modules associated with Pre-Test Tech Readiness, Assessment Preparation, Assessment Administration, Post Assessment Steps and Reporting & Data Usage.

ACT and ACT Aspire will work with ADE to make information available to schools and help staff understand student eligibility for testing per ADE's policy and requirement.

For all trainings ACT and ACT Aspire shall provide supporting training materials for inclusion in the training packets, including test administration manuals and sample answer documents. ACT and ACT Aspire will provide hard copy printed materials for onsite training sessions for State, district or school personnel who will be administering the assessments.

ACT and ACT Aspire will host two in person trainings on November 2, 2015 and November 3, 2015 for the districts of Arkansas. These trainings will provide participants with a preview of the online portal that will be used for coordination of testing as well as provide time for Q&A. ACT and ACT Aspire will work with ADE to establish an agenda and materials to be used for the training. ACT and ACT Aspire shall coordinate these trainings included but not limited to the following:

- Producing all training materials
- Securing location to be used
- Providing registration information to ADE and districts
- Providing trainers for the day's presentations
- Cover all costs associated with these trainings for all ACT or ACT Aspire trainers and site fees

ACT Aspire Portal - Administration Management System

The ACT Aspire portal is a secure online data management system used to collect test site information, student information, special accommodation needs, test session information, session monitoring, and provides reporting. The ACT Aspire portal is a secure system accessible only by approved users based on ADE designated permissions. This system controls data access authority.

Paper-and-Pencil Option

The ACT Aspire assessment also offers a secure paper-and-pencil approach for any students or schools that are unable to test online or students who require a paper accommodation.

The paper-based system will produce a test material "kit" for students taking accommodated forms such as large print and Braille per subject. The "kit" contains a test booklet and accompanying answer document. ASD requires early projection counts by school for students using paper in order to produce materials for delivery. ADE shall communicate deadlines to districts for ordering paper materials.

Paper testing materials will be delivered to the district by March 20, 2016 and must be returned to ASD within 5 business days of the completion of testing.

Demographic - Pre-ID File

The Pre-ID file is used to identify examinees that are eligible to test within the state at participating schools. ACT Aspire will use the file to produce pre-printed answer documents. The State shall provide a production version of a Student Data Upload file in the ACT Aspire-prescribed format containing records for all examinees taking the test no later than the date specified in the milestone dates section.

Examinees without preprinted answer documents must manually grid their demographic information on the answer document.

Test Materials - Paper and Online

The following table lists the standard available test materials. These materials are available online in the portal. If paper based testing is needed then paper materials will be produced and shipped for the student as listed below:

Secure Materials Shipments

Name/Type	Sent To	Other	Freight
Secure test booklets for ACT Aspire	DTC	Includes manuals, all required administration forms and instructions for returning materials at the conclusion of testing. ACT Aspire will calculate and provide a 5% overage based on students enrolled in test sessions.	Materials will be shipped via UPS
Secure test booklets for the Additional Orders (AO)	DTC	Additional Orders test material quantities are based on schools' additional order form submitted to ACT Aspire implementation mailbox.	
Secure materials for accommodated testing the ACT	DTC	Includes, as appropriate, individually packaged accommodations materials for each ACT Aspire approved accommodations (e.g., Braille, large print, and American Sign Language) including test books and answer documents. Includes all required administration forms and instructions for returning materials at the conclusion of testing.	

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

Online Testing - Student Testing

The ACT Aspire assessment utilizes TestNav software to securely lock down student specified devices for online testing. The list of the supported devices will be provided to ADE. Throughout the testing cycle ASD may need to make updates to the online testing system. Should ASD need to make updates to the online system that will affect schools ability to complete testing, require schools to update their local systems or that will cause an outage of any type during the testing window, ASD will communicate these changes to ADE within two business days of any changes or updates.

Test Accommodations

Administration of ACT Aspire assessments with accommodations is entirely at the discretion of school personnel. However, some accommodations are not available for all subject tests due to the nature of the subject matter and construct of the assessment (e.g., an audio version or read aloud version of the Reading test is not provided as it would violate the construct of the assessment). Test administrators will find instructions in the Test Administration Manuals for administering the tests with accommodations and/or the accessibility manual.

ASD recognizes that accessibility is an important part of standardized testing. A full listing of the available accommodations and accessibility options for ACT Aspire assessments can be found in Attachment 2. ADE may approve special accommodation requests from districts that follow ADE approved policies and procedures. These special accommodations will in no way compromise the security procedures in place by ACT and ACT Aspire.

Ordering Paper Materials

Manuals, paper answer documents and test booklet shipment will be based on completion of test session setup and enrollment of students in these sessions. Paper based test sessions setup must be completed a minimum of six weeks prior to testing in order to receive pre-printed answer documents.

All schools shall receive a 5% overage in materials. This overage will be based off enrollment in paper sessions. Should schools require additional materials they will be required to place an additional order in the online ACT Aspire portal. ADE must approve all additional orders before ASD processes the shipment.

ACT will provide hard copy printed manuals for the administration of the tests. Each district shall receive one Test Coordinator manual per building plus one for the District Testing Coordinator and room supervisor manuals in the ratio of 1:25 based on student enrollments. ACT and ACT Aspire shall determine schools that require Computer Based manuals and those that require Paper Based manuals according to student enrollment. Schools may require both paper and online manuals depending upon enrollment counts. These manuals will be included in the shipment of materials two weeks prior to the opening of the testing window.

Shipments and Return of Paper Materials

After testing, materials must be stored in a locked, secure place until they are shipped. All test booklets and other materials provided for ACT Aspire must be returned within two business days after close of the testing window. Districts will prepare, package, and return the test materials to ACT Aspire using return labels provided in their initial material shipment. This includes returning all scoreable and nonscorable materials.

Complete packaging and return instructions can be found in the Test Coordinator manual.

For test security purposes, ACT and ACT Aspire requires documents to be returned within two days from the end of testing.

Test Administration

Schools are required to conduct ACT Aspire State Testing, including onsite maintenance of the ACT testing materials, in compliance with ACT Aspire’s test administration policies and procedures as documented in this Agreement and the Administration Manuals. ACT and ACT Aspire shall provide technical support to school in the administration of online testing. As needed ACT and ACT Aspire will deploy field technicians to assist school in technology troubleshooting.

Reporting

A student performance file (SPF) with records for students completing ACT Aspire assessments will be provided to ADE within 45-60 business days of the end of the testing window (or the receipt of paper answer documents) but no later than July 1, 2016. The SPF file layout shall be provided to the ADE as soon as available for use in mapping the fields in the Arkansas student GPS Dashboards.

Reporting will include downloadable student data files, and downloadable PDFs of pre-built standard reports including Student Score Reports, Educator/Group Reports and Aggregate Reporting for schools, Districts, and state.

ACT Aspire portal will store student level subject scores, as long as a single student system id number is used per student. Multi-year student level data will be captured in the first year and going forward. No prior historical data will be imported from other data sources.

ASD shall work with ADE prior to final reporting to complete a records reconciliation. The Records Reconciliation process will match student test components with the correct student records in the system. The vendor will provide a file to the state and/or district (TBD) including student scores that cannot be matched to a student OR scores that are not matched to a record so that the most accurate scores can be reported. The timeline will be established, but should allow ample time for the state to complete forensics needed to match students and for the vendor to correct information prior to reporting.

ASD will provide each district with one printed Individual Student Report (ISR) and one printed label containing student performance information. These documents will be shipped to districts no later than August 8, 2016.

ACT Aspire Student-Level Reports		
REPORT	DESCRIPTION	DISTRIBUTION
ACT Aspire Current Progress Report (Individual Student Report) *	Individual student report with longitudinal test scores.	<ul style="list-style-type: none"> • Access for educators online via ACT Aspire portal • One printed report per student sent to student's district
ACT Aspire Supplemental Skills Report *	Individual student report with national percentiles, ELA, STEM, Career Readiness, and Text Complexity scores	<ul style="list-style-type: none"> • Access for educators online via ACT Aspire portal
ACT Aspire Student Score Labels	Printed labels with student identifiable information and scores	<ul style="list-style-type: none"> • One printed labels per student sent to student's district

ACT Aspire Educator/Group-Level Reports		
REPORT	DESCRIPTION	DISTRIBUTION
ACT Aspire Subject Proficiency by Student Report	Roster of students including scores and readiness indicator in all tested areas by group	Available online via ACT Aspire portal
ACT Aspire Current Progress Report	Longitudinal progress charts summarizing aggregate group performance against ACT readiness levels and national performance	Available online via ACT Aspire portal
ACT Aspire Supplemental Scores Report	Aggregate group report with National Percentile Rank and percent of group meeting ACT readiness range; also ELA, STEM, Career Readiness, and Text Complexity scores	Available online via ACT Aspire portal
ACT Aspire Proficiency Summary Report (1 report per group/per subject tested)	Detailed view of group performance in a subject area; includes Student Proficiency Pathway, Growth Distribution, and Skills Distribution	Available online via ACT Aspire portal
ACT Aspire Skill Proficiency Report (1 report per group/per subject tested)	Roster of students by group, including scores and readiness indicators in a given subject by Skills area	Available online via ACT Aspire portal

ACT Aspire School-Level Reports		
REPORT	DESCRIPTION	DISTRIBUTION
ACT Aspire Subject Proficiency by Grade Level Report	Percent of students meeting ACT readiness levels by grade in a given school in all subjects tested; includes national comparisons	Available online via ACT Aspire portal
ACT Aspire Current Progress Report	Longitudinal progress charts summarizing aggregate school performance against ACT readiness levels; includes average predicted ACT composite score	Available online via ACT Aspire portal
ACT Aspire Supplemental Scores Report	Aggregate school-level report with National Percentile Rank and percent of grade-level group meeting ACT readiness range; also ELA, STEM, Career Readiness, and Text Complexity scores	Available online via ACT Aspire portal
ACT Aspire Subject Proficiency by Demographic Report	Percent of students meeting ACT readiness levels by grade in a given school in all subjects tested by gender and race/ethnicity; includes comparison against national and overall school performance at that grade level	Available online via ACT Aspire portal
ACT Aspire Skill Proficiency by Group Report (1 per Grade/per subject)	View of performance by group within a school in a given subject; shows group performance against ACT readiness levels and national	Available online via ACT Aspire portal

tested)	performance	
---------	-------------	--

The table below contains information about all reports that will be made available to ADE and districts no later than July 1, 2016.

ACT Aspire District-Level Reports		
REPORT	DESCRIPTION	DISTRIBUTION
ACT Aspire Subject Proficiency by Grade Level Report	Percent of students meeting ACT readiness levels by grade in a given District in all subjects tested; includes national comparisons	Available online via ACT Aspire portal
ACT Aspire Current Progress Report	Longitudinal progress charts summarizing aggregate District-level performance at a given grade against ACT readiness levels and national performance	Available online via ACT Aspire portal
ACT Aspire Supplemental Scores Report	Aggregate District-level report with National Percentile Rank and percent of grade-level group meeting ACT readiness range; also ELA, STEM, Career Readiness, and Text Complexity scores	Available online via ACT Aspire portal
ACT Aspire Subject Proficiency by Demographic Report	Percent of students meeting readiness levels by grade in a given District in all subjects tested by gender and race/ethnicity; includes comparison against national and overall District performance at that grade level	Available online via ACT Aspire portal
ACT Aspire Subject Proficiency by School Report	View of performance by school in a given District in all tested subjects; shows school performance against ACT readiness levels and National performance	Available online via ACT Aspire portal

ACT Aspire State-Level Reports		
REPORT	DESCRIPTION	DISTRIBUTION
ACT Aspire Subject Proficiency by Grade Level Report	Provides a summary view of state-wide performance in all subjects assessed against ACT readiness levels and national performance	Available online via ACT Aspire portal
ACT Aspire Current Progress Report	Longitudinal progress charts summarizing aggregate state-level performance at a given grade against ACT readiness levels and national performance	Available online via ACT Aspire portal

ACT Aspire Supplemental Scores Report	Aggregate state-level report with National Percentile Rank and percent of grade-level group meeting ACT readiness range; also ELA, STEM, Career Readiness, and Text Complexity scores	Available online via ACT Aspire portal
ACT Aspire Subject Proficiency by Demographic Report	Percent of students meeting readiness levels by grade in the state in all subjects tested by gender and race/ethnicity; includes comparison against national and state performance at that grade level	Available online via ACT Aspire portal
ACT Aspire Subject Proficiency by District Report	View of performance by District in all tested subjects; shows District performance against ACT readiness levels and national average	Available online via ACT Aspire portal

Student Growth Percentiles

ACT will provide ADE with Student Growth Percentile calculations based solely on the performance of Arkansas students. To complete this work, ACT would need to receive Arkansas state assessment data from 2014-2015 prior to April 1, 2016. The prior state assessment data would need to include enough student identifier data to permit a match between that data and the ACT Aspire data, including: school name, full student name, student grade level, and student date of birth. Once ACT deems the information appropriate, the project will be completed no later than four (4) weeks after the creation of the SPF file.

Standard Error of Measure

ACT will provide ADE with Standard Error of Measure calculations based solely on the performance of Arkansas students. The project will be completed no later than four (4) weeks after the creation of the SPF file.

Additional Services

Alignment Study

The ADE shall require a third party alignment study to be conducted as soon as possible after the contract is in place. This study shall analyze and document the alignment of the ACT Aspire with Arkansas ELA, math and science standards. This study shall use the Common Core State Standards for math and ELA and the Arkansas Science Standards for science. ACT will release to the ADE all materials required to conduct the alignment study. ACT will agree to release the results of the study as needed within the state.

Linking Study

ACT shall conduct a linking study and provide a concordance table of scores for linking student level performance between PARCC and ACT Aspire assessments. The results of this study which will include the score concordance table, student level data, and resultant calculations, shall be released to ADE to be used as needed within the state. This study shall be completed no later than six weeks after ACT receives the data from the state and ACT deems the information appropriate.

Technical Advisory Committee (TAC)

ACT shall send at least one representative from psychometrics to each of three (3) annual TAC meetings to present requested information and provide clarification to TAC members as needed.

Technical Support for Meeting Federal Requirements

ACT and ACT Aspire shall provide ADE with any technical documents and support needed to meet all federal requirements of ESEA. This includes any documentation needed for peer review.

**EXHIBIT 2
FEE SCHEDULE
ARKANSAS DEPARTMENT OF EDUCATION
2015-2016**

The chart below outlines all costs associated with the administration, scoring and reporting of ACT Aspire for 2015-2016. ADE shall be charged the price of a paper-based assessment for any student who completes any portion of the assessment in paper format. ADE shall be given a final invoice that is based upon a reconciliation of student tests taken for final cost calculations. ADE shall be charged only for the student tests taken, not on enrollment numbers.

Description	Grades	Per Unit Cost 2015/2016	Estimated Enrollment 2015/2016	Total Estimated Cost 2015/2016
I. Student Test Service				
ACT [®] Aspire Summative (All subjects) Computer Based Testing	3 – 7	\$18.00	81,360	\$1,464,480.00
ACT [®] Aspire Summative (All subjects) Paper Based Testing	3 – 7	\$24.00	9,040	\$216,960.00
ACT [®] Aspire Summative (All subjects) Computer Based Testing	8 – 10	\$14.70	50,262	\$738,851.40
ACT [®] Aspire Summative (All subjects) Paper Based Testing	8 – 10	\$21.70	5,585	\$121,194.50
ACT [®] Aspire Comprehensive (All subjects) Computer Based Testing	3 – 7	\$20.00	81,360	\$1,627,200.00
ACT [®] Aspire Comprehensive (All subjects) Paper Based Testing	3 – 7	\$26.00	9,040	\$235,040.00
ACT [®] Aspire Comprehensive (All subjects) Computer Based Testing	8 – 10	\$20.00	50,262	\$1,005,240.00
ACT [®] Aspire Comprehensive (All subjects) Paper Based Testing	8 – 10	\$26.00	5,585	\$145,210.00
Total Cost of Student Tests				\$5,554,175.90
Total Assessment Costs				\$5,554,175.90
II. Additional Services				
Training				Included in Program Management Fees
Printed Individual Student Reports				\$350,992.00
Printed Labels				\$292,492.00
Customization, printing, and delivery to districts of Room Supervisor and Testing Coordinator manuals				\$24,910.00
Student Growth Percentile Reporting				In Kind

Student Growth Percentile Training	In Kind
Standard Error Measurement	In Kind
Technical Advisory Committee (TAC) Meetings (\$25,000 per meeting, total assumes four meetings)	\$100,000.00
ACT Alignment Study to Common Core State Standards and Next Generation Science Standards	\$13,624.00
Total Additional Services Costs	\$782,018.00
III. Program Annual Management Fees	
Program Management Fee	\$347,422.00
Total	\$6,683,615.90

Assumptions:

1. Calculations assume 50% of students will be testing with ACT Aspire Summative only and 50% will be testing with ACT Aspire Comprehensive.
2. Calculations assume 90% of students will be testing with a computer based administration of ACT Aspire Summative and 10% paper based administration of ACT Aspire Summative. These assumptions hold true for ACT Aspire Summative the ACT Aspire Comprehensive.
3. Paper based ACT Aspire Comprehensive is for a paper based administration of ACT Aspire Summative and a computer based administration of ACT Aspire Periodic.

**ATTACHMENT 2
ACT Aspire Accommodations**

2015 Online Summative Testing

Online Summative Testing Presentation Supports

Presentation Supports	Support Level	Content Area				
		Reading	English	Writing	Math	Science
<p>Text-to-Speech (English Audio)</p> <ul style="list-style-type: none"> • Intended for user with ability to see graphics. • Requires: PNP system automatically assigns extra time 300%.† 	Accommodation*	Directions Only	Directions Only	Yes	Yes	Yes
<p>Text-to-Speech (English Audio + Orienting Description)</p> <ul style="list-style-type: none"> • Intended for user with blindness or low vision. • Requires: Braille + Tactile Graphics Companion; response support to record responses; time for shipment of braille materials; PNP system automatically assigns extra time 300%.† • PNP system automatically prompts choice of Braille, Contracted or Braille, Uncontracted. 	Accommodation*	Directions Only (then must use Braille + Tactile Graphics)	Directions Only (then must use Braille + Tactile Graphics)	Yes (with Braille + Tactile Graphics)	Yes (with Braille + Tactile Graphics)	Yes (with Braille + Tactile Graphics)
<p>Translated Test Directions</p> <ul style="list-style-type: none"> • Allowed for all grades. • Requires: Must be provided before test launch. • Spanish provided in online system; other languages must be locally provided. 	Accommodation*	Yes	Yes	Yes	Yes	Yes
<p>Text-to-Speech (Spanish Audio) Item Translation</p> <ul style="list-style-type: none"> • Grades 3–6 only. • Requires: Online prerecorded format; PNP system automatically assigns extra time 300%.† 	Accommodation*	—	—	Yes	Yes	Yes
<p>Word-to-Word Dictionary, ACT Approved</p> <ul style="list-style-type: none"> • Requires: Locally provided; follow procedure in appendix D. 	Accommodation*	—	—	Yes	Yes	Yes
<p>Braille, Contracted, Includes Tactile Graphics (TTS Audio)</p> <ul style="list-style-type: none"> • Requires: Response support to record responses; time for shipment of materials. • Recommended: Extra time 	Accommodation*	Yes	Yes	Yes	Yes	Yes

(continued)

Presentation Supports	Support Level	Content Area				
		Reading	English	Writing	Math	Science
Braille, Uncontracted, Includes Tactile Graphics (TTS Audio) • Requires: Response support to record responses; time for shipment of materials. • Recommended: Extra time	Accommodation*	Yes	Yes	Yes	Yes	Yes
Magnifier Tool • Online platform tool; may be locally provided.	Open Access	Yes	Yes	Yes	Yes	Yes
Line Reader • Online platform tool; may be locally provided.	Open Access	Yes	Yes	Yes	Yes	Yes
Color Contrast • Online platform tool unavailable at this time.	Open Access	—	—	—	—	—
Browser Zoom Magnification • Online only	Embedded	Yes	Yes	Yes	Yes	Yes

* Qualification for use of permitted accessibility supports must follow policies of your local educational authority.
 † Extra time represents the maximum allowed within a same-day test. Session may end earlier if time not needed.

Online Summative Testing Interaction and Navigation Supports

Interaction and Navigation Supports	Support Level	Content Area				
		Reading	English	Writing	Math	Science
Abacus • Requires: Locally provided.	Accommodation*	—	—	—	Yes	—
Answer Masking • Online platform tool	Open Access	Yes	Yes	—	Yes	Yes
Answer Eliminator • Online platform tool	Embedded	Yes	Yes	Yes	Yes	Yes
Highlighter Tool • Online platform tool unavailable at this time.	Embedded	—	—	—	—	—
Browser Cut, Copy and Paste • Online only	Embedded	Yes	Yes	Yes	Yes	Yes
Scratch Paper • Requires: Locally provided.	Embedded	Yes	Yes	Yes	Yes	Yes
Calculator (Grades 6–EHS) • Requires: Locally provided. • Follow ACT Aspire Calculator Policy; may use accessible calculators.	Embedded	—	—	—	Yes	—

* Qualification for use of permitted accessibility supports must follow policies of your local educational authority.

Online Summative Testing response Supports

Response Supports	Support Level	Content Area				
		Reading	English	Writing	Math	Science
Respond on Separate Paper • Requires: Locally provided; response transcription; original work must be returned. • Recommended: Extra time	Open Access	Yes	Yes	Yes	Yes	Yes
Dictate Responses • Requires: Follow procedure in appendix B. • Recommended: Extra time	Open Access	Yes	Yes	Yes	Yes	Yes
Keyboard or AAC + Local Print • Requires: Response transcription; original work must be returned. • Recommended: Extra time	Open Access	Yes	Yes	Yes	Yes	Yes
Mark Item for Review • Online platform	Embedded	Yes	Yes	Yes	Yes	Yes

Online Summative Testing General Test Condition Supports

General Test Condition Supports	Support Level	Content Area				
		Reading	English	Writing	Math	Science
Extra Time†	Accommodation*	Yes	Yes	Yes	Yes	Yes
Breaks: Supervised within Each Day	Open Access	Yes	Yes	Yes	Yes	Yes
Special Seating/Grouping	Open Access	Yes	Yes	Yes	Yes	Yes
Location for Movement	Open Access	Yes	Yes	Yes	Yes	Yes
Individual Administration	Open Access	Yes	Yes	Yes	Yes	Yes
Home Administration	Open Access	Yes	Yes	Yes	Yes	Yes
Other Setting	Open Access	Yes	Yes	Yes	Yes	Yes
Audio Environment	Open Access	Yes	Yes	Yes	Yes	Yes
Visual Environment	Open Access	Yes	Yes	Yes	Yes	Yes
Physical/Motor Equipment	Open Access	Yes	Yes	Yes	Yes	Yes

* Qualification for use of permitted accessibility supports must follow policies of your local educational authority.
 † Extra time represents the maximum allowed within a same-day test. Session may end earlier if time not needed.

ACCESSIBILITY SUPPORTS

2015 Online Periodic Testing

ACT Aspire periodic tests differ from summative tests in the following ways:

- ACT Aspire periodic tests are exclusively delivered online.
- To be scored, all student responses must be returned through the online platform.
- Students must use browser zoom magnification and a magnifier tool, as needed, instead of large print paper tests.
- Hard-copy braille and tactile graphics are available for ACT Aspire periodic testing and must be ordered in advance, but there is no paper answer document or paper companion test proctor booklet for the braille test. All student responses—even the responses of blind users—must be provided through the online system. Unlike the summative test, hard-copy braille materials for the periodic test should be kept for future use.
- Spanish translation of periodic test items is not available.
- Translations of test directions may be provided at the local level in the language needed by the student. No previously recorded online translated directions are available for this test.
- Periodic tests are untimed. Timing of these tests is determined and controlled locally.

It is strongly recommended that use of all accommodations-level accessibility supports (whether provided locally or by test provider) be chosen by the appropriate educational team (as defined by the responsible educational authority) to meet individual student need, and then planned, practiced, and documented prior to the test.

Periodic Online Testing Presentation Supports

PRESENTATION SUPPORTS	Support Level	Content Area			
		Reading	English	Math	Science
Text-to-Speech (English Audio) • Intended for user with ability to see graphics. • Recommended: Extra time	Accommodation*	Directions Only	Directions Only	Yes	Yes
Text-to-Speech (English Audio + Orienting Description) • Intended for user with blindness or low vision. • Requires: Braille + Tactile Graphics Companion; response support to record responses; time for shipment of braille materials (if none available locally from prior periodic administration). • Recommended: Extra time	Accommodation*	Directions Only (then must use Braille + Tactile Graphics)	Directions Only (then must use Braille + Tactile Graphics)	Yes (with Braille + Tactile Graphics)	Yes (with Braille + Tactile Graphics)
Translated Test Directions • Allowed for all grades. • Requires: Locally provided.	Accommodation*	Yes	Yes	Yes	Yes

Word-to-Word Dictionary, ACT Approved • Requires: Locally provided; follow procedure in appendix D.	Accommodation*	—	—	Yes	Yes
--	----------------	---	---	-----	-----

PRESENTATION SUPPORTS	Support Level	Content Area			
		Reading	English	Math	Science
Braille, Contracted, Includes Tactile Graphics (TTS Audio) • Requires: Response support to record responses; time for shipment of materials. • Recommended: Extra time	Accommodation*	Yes	Yes	Yes	Yes
Braille, Uncontracted, Includes Tactile Graphics (TTS Audio) • Requires: Response support to record responses; time for shipment of materials. • Recommended: Extra time	Accommodation*	Yes	Yes	Yes	Yes
American Sign Language (ASL): Directions Only (English Text) • Requires: Locally provided; follow procedure in appendix C.	Accommodation*	Directions Only	Directions Only	Directions Only	Directions Only
American Sign Language (ASL) Test Items (English Text) • Requires: Locally provided 1:1 administration; follow procedure in appendix C. • Recommended: Extra time	Accommodation*	—	—	Yes	Yes
Signed Exact English (SEE): Directions Only (English Text) • Requires: Locally provided; follow procedure in appendix C.	Accommodation*	Directions Only	Directions Only	Directions Only	Directions Only
Signed Exact English (SEE): Test Items (English Text) • Requires: Locally provided 1:1 administration; follow procedure in appendix C. • Recommended: Extra time	Accommodation*	—	—	Yes	Yes
Color Contrast • Online platform tool unavailable at this time.	Open Access	—	—	—	—
Line Reader • Online platform tool; may be locally provided.	Open Access	Yes	Yes	Yes	Yes
Magnifier Tool • Online platform tool; may be locally provided.	Open Access	Yes	Yes	Yes	Yes

Browser Zoom Magnification • Online only	Embedded	Yes	Yes	Yes	Yes
---	----------	-----	-----	-----	-----

* Qualification for use of permitted accessibility supports must follow policies of your local educational authority.

Periodic Online Test Interaction and Navigation Supports

INTERACTION & NAVIGATION SUPPORTS	Support Level	Content Area			
		Reading	English	Math	Science
Abacus • Requires: Locally provided.	Accommodation*	-	-	Yes	-
Answer Masking • Online platform tool	Open Access	Yes	Yes	Yes	Yes
Answer Eliminator • Online platform tool	Embedded	Yes	Yes	Yes	Yes
Highlighter Tool • Online platform tool unavailable at this time	Embedded	-	-	-	-
Browser Cut, Copy and Paste • Online only	Embedded	Yes	Yes	Yes	Yes
Scratch Paper • Requires: Locally provided	Embedded	Yes	Yes	Yes	Yes
Calculator (Grades 6–EHS) • Requires: Locally provided. • Follow ACT Aspire Calculator Policy; may use accessible calculators.	Embedded	-	-	Yes	-

* Qualification for use of permitted accessibility supports must follow policies of your local educational authority

RESPONSE SUPPORTS	Support Level	Content Area			
		Reading	English	Math	Science
Respond on Separate Paper • Requires: Locally provided; response transcription.	Open Access	Yes	Yes	Yes	Yes
Dictate Responses • Requires: Follow procedure in appendix B. • Recommended: Extra time	Open Access	Yes	Yes	Yes	Yes
Keyboard or AAC + Local Print • Requires: Response transcription; original work must be returned. • Recommended: Extra time	Open Access	Yes	Yes	Yes	Yes
Mark Item for Review • Online platform	Embedded	Yes	Yes	Yes	Yes

Periodic Online Response Supports

Periodic Online Testing General Test Condition Supports

GENERAL TEST CONDITION SUPPORTS	Support Level	Content Area			
		Reading	English	Math	Science
Extra Time† • Interim test timing is locally decided, not online controlled.	Accommodation*	Yes	Yes	Yes	Yes
Breaks: Supervised within Each Day	Open Access	Yes	Yes	Yes	Yes
Special Seating/Grouping	Open Access	Yes	Yes	Yes	Yes
Location for Movement	Open Access	Yes	Yes	Yes	Yes
Individual Administration	Open Access	Yes	Yes	Yes	Yes
Home Administration	Open Access	Yes	Yes	Yes	Yes
Other Setting	Open Access	Yes	Yes	Yes	Yes
Audio Environment	Open Access	Yes	Yes	Yes	Yes
Visual Environment	Open Access	Yes	Yes	Yes	Yes
Physical/Motor Equipment	Open Access	Yes	Yes	Yes	Yes

* Qualification for use of permitted accessibility supports must follow policies of your local educational authority.

† Extra time represents the maximum allowed within a same-day test. Session may end earlier if time not needed.

**ATTACHMENT 3
MEMORANDUM OF AGREEMENT BETWEEN THE
ARKANSAS DEPARTMENT OF EDUCATION
AND ACT, INC.**

[INCLUDED ON THE FOLLOWING PAGES]

**MEMORANDUM OF AGREEMENT BETWEEN THE ARKANSAS
DEPARTMENT OF EDUCATION AND ACT, INC.**

This Memorandum of Agreement (“the Agreement”) is entered into this ____ day of _____, 2015 by and between the Arkansas Department of Education (“the Department”) and ACT, Inc. (“ACT”).

I. **PARTIES.** The Arkansas Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from local educational agencies (LEAs) consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. The Department is headquartered at 4 Capitol Mall, Little Rock, Arkansas, 72201.

ACT is a not-for-profit educational testing organization with its principal place of business at 500 ACT Drive, Iowa City, Iowa 52243.

ACT is the sole source of ACT Aspire assessments offered to the Department.

II. **PURPOSE.** The purpose of the Agreement is to document the terms under which the Department is authorized to release personally identifiable data from students’ education records solely for the purposes of providing the services to the Department referenced in the Agreement for Assessments and Services related to ACT Aspire, and to designate ACT as a school official consistent with applicable federal and state laws concerning access to and confidentiality of student record information including FERPA.

As described herein, ACT, as a school official, may have temporary access to data in the custody of the Department for use in projects identified in addenda to the Agreement and under the terms and conditions described in the Agreement and any addenda to it.

III. **AUTHORITY.** Consistent with the federal Family Educational Rights and Privacy Act (FERPA) the Department may disclose information from students’ education records to its school official that has a legitimate educational interest without written consent for use in studies initiated or approved by the Department in connection with an audit or evaluation of Federal or State supported education programs; or enforcement of, or compliance with, Federal legal requirements relating to such programs. 34 CFR § 99.31(a)(1), 20 U.S.C. § 1232g(b)(1)(A). The Department may also disclose information to representative school official without written consent for the purpose of conducting studies for or on behalf of the Department in order to develop, validate or administer predictive tests; administer student aid programs; or improve instruction. 34 CFR § 99.31(a)(1) and §§ 99.35; 20 U.S.C. § 1232g(b)(1)(A).

The Department designates the ACT, as a school official for the purposes of disclosing student information for use in evaluation, enforcement, audit, compliance, or testing as described above.

All projects referred to above shall be described in addenda to this Agreement, which shall include project information including but not limited to the scope of the project, the data that will be disclosed to ACT, the temporary custodian appointed by the Department, applicable timelines, additional terms and conditions specific to each project, and requirements for communication and reporting to the Department.

IV. TERMS AND CONDITIONS. To effect the transfer of data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of information shall always be maintained, ACT agrees to:

1. In all respects comply with the provisions of FERPA. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to it, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation.
2. Name a temporary custodian of the Department's data for each project. That custodian shall be able to request and receive data under the Agreement and applicable addenda to it and to ensure ACT's compliance with the terms of the Agreement and applicable laws. The Department shall release data only to the named temporary custodian, who shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement and addenda to it, including confirmation of the completion of the project and the return or destruction of data as required by the Agreement. The Department or its agents may upon request review the records required to be kept by ACT under this section.

Use data shared under the Agreement for no purpose other than the research projects described in the attached addenda, and as authorized under 34 CFR §§ 99.31(a)(1)(i)(A) and 99.35; or 34 CFR § 99.31(a)(3). Nothing in the Agreement or the addenda shall be construed to authorize ACT to have access to additional data from the Department that is not included in the scope of the Agreement or under the terms of the projects described in the addenda to it or to govern access to the data by entities other than the Parties. ACT further agrees not to share data received under the Agreement and addenda with any other entity without prior written approval from the Department. ACT understands that the Agreement does not convey ownership of data to ACT or any other party. The Department expressly authorizes ACT to disclose data to its affiliate, ACT ASPIRE, LLC, for the limited purpose of providing the services referenced in the Agreement.

3. Require all employees, contractors and agents of any kind to comply with the Agreement, and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. ACT

agrees to require of and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the Agreement and addenda to it. Nothing in this section authorizes ACT to share data and information provided under the Agreement and addenda with any other individual or entity, other than those identified herein, for any purpose other than completing the work as authorized by the Department consistent with this Agreement and addenda to it.

4. Provide the Department with periodic status reports during the project term as described in addenda to this Agreement. Progress reports shall include but not be limited to progress of the project relative to established deadlines. ACT shall provide the Department with immediate written notice of any changes to project protocols except as consistent with the Agreement and any addenda to it.
5. Store data received from the Department in a manner that maintains the confidentiality of the information exchanged and not copy, reproduce or transmit data obtained pursuant to the Agreement except to its own agents acting for or on behalf of the Department and as necessary to fulfill the purpose of the project described in the attached addenda. All copies of data of any type, including any modifications or additions to data from any source that contains information, are subject to the provisions of the Agreement and addenda to it in the same manner as the original data disclosed by the Department to ACT. Except as described herein, the ability to access or maintain data under the Agreement shall not under any circumstances transfer from ACT to any other individual, institution or entity.
6. Except as permitted herein, not disclose data contained under the Agreement or addenda to it in any manner that could identify any individual student to any entity other than the Department, or authorized employees, contractors and agents of the ACT working as a school official on projects approved by the Department consistent with this Agreement and described in addenda to it. Persons participating in approved projects on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of students in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student. No report of these data containing a group of students less than the minimum determined by the Department shall be released to anyone other than the Department. ACT shall require that all employees, contractors and agents working on this project abide by that statistical cell size. The Department agrees that ACT and its affiliates may create and disclose coded information, consistent with FERPA requirements for educational research, and that de-identified information, including aggregate information, may be created and disclosed for any purpose.
7. Not provide any data obtained under this Agreement to any entity or person

ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31(a)(6)(iii).

8. Destroy all data obtained under the Agreement and addenda to it when no longer needed for the purpose for which it was obtained. Department understands and agrees that among the purposes of the assessments are facilitating the ability to assess the effectiveness of the assessments and the progress of examinees, individually and collectively, over time. To facilitate the ability to research and assess the progress of examinees over time, Department agrees that ACT and its affiliates may retain information collected through the assessments in identifiable form, for a period of 20 years from the end of the year in which the assessment was administered and that such retention is consistent with the purposes for which such information originally will be collected. Customer understands and agrees that de-identified information is not subject to the aforementioned retention limitation.
9. Provide the Department with one electronic and, upon written request, at least one paper copy of the final versions of all approved, released reports and other documents associated with this project. The Department reserves the right to distribute and otherwise use the final approved, released report and associated documents as it wishes, in sum or in part.

V. RELATED PARTIES. ACT represents that it is authorized to bind to the terms of the Agreement, including confidentiality, maintenance, publication, and destruction or return of data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or use in any way.

VI. FEES. There shall be no cost or fees charged to or paid by any party participating in this Agreement unless agreed to in writing by an authorized representative of each organization.

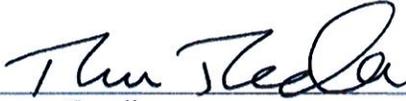
VII. TERM. This Agreement takes effect upon signature by the authorized representative of each Party and shall remain in effect until completion of the projects described in the addenda or until canceled by either Party upon 30 days written notice, whichever occurs first. The Agreement is renewable upon written approval by the authorized representative of each Party.

VIII. This Agreement expresses the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives of the Department and ACT, and in a manner consistent with applicable Arkansas and Federal laws.

IX. EXECUTION


Arkansas Department of Education

Date: 9/30/15


Thomas Goedken
CFO, ACT, Inc.

Date: 9-29-15


Janet Godwin
Interim CEO, ACT, Inc.

Date: 9/29/15

Attachment(s): Addendum A

Addendum A:

Linking Study

ACT shall conduct a linking study and provide a concordance table of scores for linking student level performance between PARCC and ACT Aspire assessments. The results of this study which will include the score concordance table, student level data, and resultant calculations, shall be released to ADE to be used as needed within the state. This study shall be completed no later than six weeks after ACT receives the data from the state and ACT deems the information appropriate.

Principal Investigator:
Deborah J. Harris
Chief Research Scientist
Measurement & Reporting Services
500 ACT Drive
Iowa City, IA 52243-0168
319.337.1027

Ms. Harris may assign a designate but will oversee the completion of this project.

Student Growth Percentiles

ACT will provide ADE with Student Growth Percentile calculations based solely on the performance of Arkansas students. To complete this work, ACT would need to receive Arkansas state assessment data from 2014-2015 prior to April 1, 2016. The prior state assessment data would need to include enough student identifier data to permit a match between that data and the ACT Aspire data, including: school name, full student name, student grade level, and student date of birth. Once ACT deems the information appropriate, the project will be completed no later than four (4) weeks after the creation of the SPF file.

Principal Investigator:
Jeff Allen, Ph.D.
Principal Research Scientist
500 ACT Drive
Iowa City, Iowa, 52243-0168
Phone: 319.337.1657

Mr. Allen may assign a designate but will oversee the completion of this project.

Standard Error of Measure

ACT will provide ADE with Standard Error of Measure calculations based solely on the performance of Arkansas students. The project will be completed no later than four (4) weeks after the creation of the SPF file.

Principal Investigator:
Deborah J. Harris
Chief Research Scientist
Measurement & Reporting Services
500 ACT Drive
Iowa City, IA 52243-0168
319.337.1027

Ms. Harris may assign a designate but will oversee the completion of this project.

State of Arkansas Pricing*

Grade 11 - The ACT

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
The ACT (none Writing) Assessments	\$ 1,242,500	\$ 1,295,000	\$ 1,347,500	\$ 1,400,000	\$ 1,452,500	\$ 6,737,500
Program Support (Travel, meetings, management)	\$ 168,590	\$ 154,987	\$ 159,126	\$ 165,491	\$ 172,110	\$ 820,304
Total ACT Contract	\$ 1,411,090	\$ 1,449,987	\$ 1,506,626	\$ 1,565,491	\$ 1,624,610	\$ 7,557,804

Grades 3-10 ACT Aspire

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
ACT Aspire Assessments	\$ 5,594,152	\$ 6,527,897	\$ 7,224,577	\$ 7,809,563	\$ 7,809,563	\$ 34,925,753
Program Support (Travel, meetings, management)	\$ 347,422	\$ 330,654	\$ 327,069	\$ 337,568	\$ 345,231	\$ 1,687,944
Standard Error of the Mean Reporting	\$ -	\$ 31,022	\$ 32,262	\$ 33,553	\$ 34,895	\$ 131,732
Student Growth Percentile Calculations	\$ -	\$ 11,107	\$ 11,551	\$ 12,014	\$ 12,494	\$ 47,166
Student Growth Percentile Training	\$ -	\$ 4,928	\$ 5,125	\$ 5,331	\$ 5,544	\$ 20,928
PARCC/Aspire Linking Study	\$ 13,624	\$ -	\$ -	\$ -	\$ -	\$ 13,624
Student Reports/Score Labels	\$ 643,485	\$ 643,485	\$ 643,485	\$ 643,485	\$ 643,485	\$ 3,217,423
Total ACT Aspire Contract	\$ 6,558,683	\$ 7,549,093	\$ 8,244,070	\$ 8,841,512	\$ 8,951,211	\$ 40,044,569

Combine Contract Total

\$ 7,969,773	\$ 8,599,080	\$ 9,750,696	\$ 10,407,003	\$ 10,475,821
---------------------	---------------------	---------------------	----------------------	----------------------

\$ 47,602,373

* ACT is providing Arkansas good faith pricing estimates for years 2-5 for budgetary purposes only. Prices should be treated as estimates at this time. Pricing for years 2-5 will need to be negotiated at the time of contract renewal.