



STATE OF ARKANSAS

TECHNICAL AND GENERAL SERVICES CONTRACT

CONTRACT #	4600036045	FEDERAL I.D. #	42-0841485
VENDOR #	600000040	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:

- Competitive Bid
 Emergency
 Intergovernmental
 Request for Proposal
 Cooperative Contract
 Exempt by Law
 Invitation for Bid
 Request for Qualifications
 Sole Source by Justification *(Justification must be attached)*
 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)	\$	7,557,804.00
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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 The ACT	1	6,737,500.00	6,737,500.00
Program Support	1	820,304.00	820,304.00
TOTAL SERVICES			\$ 7,557,804.00

COMMODITIES	QUANTITY	COST PER ITEM	TOTAL COST
TOTAL COMMODITIES			\$

Total cost of services and commodities \$ 7,557,804.00

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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	088	\$ 7,557,804.00	100.00
				\$	
				\$	
				\$	
				\$	
TOTALS				\$ 7,557,804.00	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 in both paper and on-line formats to the students of Arkansas in grade 11 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 adhering to time-lines 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 adhere to one or more of the established time-lines may result in a combined penalty of up to \$10,000.
3. Failure to provide ADE access to one or more of the ACT State-level reports by July 1, 2016 may result in a penalty of up to \$1,000 per business day, maximum of \$10,000 total.
4. Failure to provide customer support on the topics and/or at the times identified in the contract may result in a penalty of up to \$10,000 total.

8. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

1. Definitions and scope of work including timelines
 2. Five year pricing estimates
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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

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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.

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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:

<u>Thur Stebbins</u> 9-29-15 VENDOR DATE	<u>Johnny Key</u> 9/30/15 AGENCY DIRECTOR DATE
<u>Chief Financial Officer</u> TITLE	<u>Agency Commissioner</u> TITLE
<u>500 ACT Drive, Iowa City, Iowa 52243</u> ADDRESS	<u>4 Capitol Mall, LR, AR 72201</u> ADDRESS

APPROVED: Camber Thompson 10/16/2015 sf
DEPARTMENT OF FINANCE AND ADMINISTRATION DATE



ATTACHMENT 1
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):

Table with 2 columns: checkbox, text. Row 1: [X] ACT taken on paper. Row 2: [X] ACT taken online.

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 6/30/2016.

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: [Signature]
Name: Thomas J. Goedken
Title: Chief Financial Officer
Date: 9-29-15
By: [Signature]
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: 9/29/15

For Office Use Only Purchase Agreement Number: _____

Return In Full To:
Contract Services (55)
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.
 - (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 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).
7. Testing Procedures. For assessments not directly administered by ACT employees, Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT. If applicable, Customer agrees that all ACT Materials will be returned in accordance with the policies and procedures provided by ACT, for scoring and processing. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT, in the event of a test security incident. Customer acknowledges that failure to maintain the confidentiality of the assessments will result in damages to ACT and may require ACT to develop a replacement form. Accordingly if through the fault of Customer or Administration Staff, the security of an assessment is compromised, Customer agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.
8. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy, as amended from time to time.
9. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.
10. Warranty and Limitations. ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.
11. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 5, 6, 8, 9, 10 and 11 of these TCs shall survive.
12. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.
13. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.
14. Assignment; Subcontracts. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment.
15. Entire Agreement. This Agreement (including all exhibits to this Agreement and 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.
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 ACT³ Test Taken Online

The following additional Terms and Conditions relate solely to the ACT³ 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. **Maintenanc.** 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. ACT shall provide the ADE notice of any such maintenance that will affect the state's ability to assess during the window of March 1, 2016 and March 15, 2016 at least two (2) business days prior to maintenance beginning. In the event of an unexpected or emergency situation, ACT reserves the right to conduct necessary maintenance without prior notice.
- 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 Licnsecs.** 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 and will notify Customer within two (2) days of any changes.

**Exhibit 1
Description of Services
Arkansas Department of Education
The ACT®
2015-2016 School Year**

Scope Summary

This Description of Services (DOS) describes the testing services ACT will provide for the 2015-2016 ACT State Testing Program in delivering the following assessments:

1. The ACT® taken online
2. The ACT taken on paper

Assessment Description

Test	Grade	Description	Assessments	Number of Questions	Approx Time
The ACT – paper or online version	Per state; 11th 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 an examinee's work in high school and his/her future plans.	English Mathematics Reading Science	75 items 60 items 40 items 40 items	45 min. 60 min. 35 min. 35 min.

For instructions on administering the ACT 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 Testing Program, the test dates are outlined below. All participating schools in the state must test the entire battery of subject tests in the paper format on initial test date with the corresponding makeup test date. 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:

Test	Early March Activity	Dates
The ACT	Initial Test Date (paper)	March 1, 2016
The ACT	Makeup Test Date (paper)	March 15, 2016
The ACT	Test Window (online)	March 1 – 15, 2016
The ACT	Accommodations Test Window	March 1 – 15, 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. Accordingly there is no makeup testing dates specified for examinees testing with accommodations and/or online.

Project Milestone Schedule – Key Dates for Spring 2016 Testing

The State and schools must accommodate ACT's testing schedule for the ACT State Testing Program. ACT deliverable dates are contingent on State 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	Date
State indicates final decision to use State Use Question Option and/or Late Accommodations Options for the ACT for Spring testing	Within two business days of signing of contract
School Eligibility	
ACT sends Organizational file in ACT layout (and list of closed schools) to state	Within one week of signing of contract
State sends Organizational file to ACT for the ACT (paper and online formats)	Within one week of signing of contract
School sends required Establishment online profile forms.	Within one week of signing of contract
Demographic Information/Pre-ID	
ACT provides Examinee Pre-ID File layout to state	Within two business days of signing of contract
State provides test file of Examinee Pre-ID to ACT	11/9/15
State provides production version of Pre-ID Label File to ACT	12/11/15
Training	
The ACT (paper and online)	
Establishment Training Webcast Available	10/12/15
Accommodations Webcasts Available – <i>Guiding Principles for ACT-Approved Accommodations, Providing Locally Approved Accommodations on the ACT, Requesting ACT-Approved Accommodations Using TAA,</i>	10/12/15
The ACT: Accommodations – Q & A session	11/4/15

Milestone/Activity	Date
Test Administration Training Webcast Available	11/2/15
Room Supervisor/Proctor Training Webcast Available Online	12/18/15
Room Supervisor/Proctor Training Webcast Available Paper	1/15/16
The ACT (paper and online) Test Admin. Q & A sessions (2 per state)	December 9, 2015 and February 9, 2016
Test Preparation	
Schools complete The ACT (online test) Site Readiness Checkpoint #1	10/12/15 – 11/20/15
Schools submit request for the ACT – approved Accommodations	11/20/15
Schools submit offsite testing proposal	11/25/15
Schools confirm number expected to test The ACT	1/6/16 – 1/13/16
Schools complete The ACT (online test) Site Readiness Checkpoint #2	12/14/15 – 1/29/16
State provides Demographic Overlay test file	1/22/16
Schools submit an Edit for Reconsideration in TAA system	1/29/16
Schools complete the ACT (online test) Site Readiness Checkpoint #3	2/1/16 – 2/19/16
School submits ACT-Approved Exceptions (New to school, medical, etc.)	2/10/16
State provides production version of Demographic Overlay file to ACT	3/4/16
Test Material Shipments	
Non-Secure Materials arrive in schools – the ACT	Week of 2/1/16
Early Secure Materials arrive in schools – the ACT	Week of 2/15/16
Secure Materials arrive in schools (standard time and accommodations) for The ACT	Week of 2/22/16
Testing	
Initial Test Date for The ACT	3/1/16
Test window for the ACT taken online	3/1/16 – 3/15/16
Test window for the ACT taken online	3/1/16 – 3/15/16
Initial Test Date – paper materials pickup	3/3/16
Makeup Test Date with the ACT	3/15/16
Makeup Test Date – paper materials pickup	3/17/16
Answer Document Return	
District's deadline for Late Cutoff for ACT Receipt of Materials	3/25/16
Reporting	
Reporting provided to examinees, schools, and districts	Refer to Reporting Section
Billing	

Milestone/Activity	Date
Last invoice provided to State	No Later than 6/30/16
Planning for 2016-2017	
State indicates State Testing Window, Test Options (subjects/skills etc.), Test Mode for following year (FY 17)	5/15/16

Customer Service

State 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 State. A program schedule will be provided, tracked and covered on status conference calls.

School Customer Service:

ACT will provide the State and District Testing toll-free number and email contact for use in preparation and administering of the ACT (paper and online) assessment. This call center shall consist of individuals trained in the policies and procedures of Arkansas's administration of the ACT.

- 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 State to communicate the State's own policy regarding participation in this testing program to the participating locations or schools.

ACT will communicate directly with school/district 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 will provide the customer with a preview of planned communications to schools/districts at least two business days prior to sending to schools/districts.

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

Training Available

Training for ACT (Paper and Online)

The State 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) will be 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.

The following types of training are made available:

- Overview implementation training webcast (or face to face) (year one only by State)
- Test preparation and Administration modules made available online (for paper and online testing) for Standard and Special Testing. Audiences may include State personnel, District and School Test Coordinators, Room Supervisors and Proctors as identified in communications and manuals.
- For The ACT online test, there is additional training for Technical Coordinators (Proctor training is not applicable).
- Question and Answer live webcast sessions for Test Coordinators and Proctors (by State)
- Customized training plan can be agreed upon.

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.

Site Establishment and Preparation

- Data 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 State 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 the state-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. ACT will work with the ADE to provide adequate support and timelines to schools in meetings this requirement.

- 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 State 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 in online format, 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 Demographic - Pre-ID File

This Pre-ID file is used to identify examinees that are eligible to test within the state at participating schools. In turn, ACT will use the file to produce individual barcode labels. The State 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 demographic data one time into the online testing platform to enable school test session creation for the ACT only.

Demographic Overlay File for The ACT (Optional)

Should the State desire to have blank or invalid demographic data (from the examinee bubbled information) overlaid with data from the state's files, the State shall provide a complete examinee demographic data file to ACT no later than the dates specified in the milestone dates section of the DOS. ACT shall provide a file format and the State shall submit the examinee information in the ACT-prescribed format in a test and production version.

In addition to content that overlays blank / invalid data, the file can be used to pass through the State's Race/Ethnicity derived value for an examinee. This would be done by reserving one of the state-use questions on the data file layout for this purpose. ACT will not use the State's derived Race/Ethnicity value for any ACT reporting.

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 State that the check is complete.

At the State's option, an updated file can be provided no later than the date specified in the milestone dates section of the DOS. This allows for file update prior to makeup testing if the examinee population has changed.

ACT Paper Test Materials

Non-secure paper materials

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

The ACT	Notes
The ACT State Testing Answer Documents	Used for all examinees to be tested. One document for the ACT Answer documents containing all subjects. ACT will calculate and provide an overage based on the school's enrollment numbers.
Administration Manual for State and District Testing The ACT – Standard Testing	ACT will calculate based on the school's enrollment numbers. ACT will use a 1:25 ratio.
Administration Manual for State and District Testing The ACT – Special Testing	ACT will calculate based on the school's enrollment numbers. ACT will use a 1:25 ratio.
<i>Taking the ACT for State Testing</i>	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 Testing The ACT taken Online	ACT will calculate based on the school's enrollment numbers. There are separate manuals for the ACT taken online. ACT will use a 1:25 ratio.
Pre-Test Instructions for The ACT Online Administration	ACT will calculate based on the school's enrollment numbers. ACT will use a 1:25 ratio.
Scratch Paper for The ACT Online Administration	ACT will calculate based on the school's enrollment numbers. ACT will use a 1:25 ratio.

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 (Fed Ex) of materials, orders, and returns.
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.	

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 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 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 would 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.

THE ACT STANDARD REPORTS			
Report	Description	Distribution	Delivery By Date
Student Shipments			
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
Scores Online – Student Accounts			
ACT Student Online Scores	Web page containing college reportable scores.	Examinee logs on to www.actstudent.org 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 state scores.	Scores will be available online about one week after the examinee receives the printed score report in the mail.
School Shipment			
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.

THE ACT STATE LEVEL DELIVERABLES			
Deliverable	Description	Distribution	Delivery Date
ACT Student Level Data File – State	A Student Data File that includes all scores for all examinees for whom ACT processed test responses. This file layout shall be in a form that is compatible with the Arkansas studentGPS Dashboards.	One (1) data file delivered electronically to the state over a secure file transfer site.	May 26 th , 2016. <i>(after all schools have been processed)</i>
ACT Profile Report – State	An aggregate report that provides trends and averages of the state based on the state tested grade 11 examinee population.	One (1) PDF file delivered electronically to the state over a secure file transfer site.	June 23 rd , 2016. <i>(provided after all schools have been processed)</i>

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 State pay ACT invoices according to an agreed upon billing schedule. Billing is determined by the number of answer documents processed or online assessments launched for the ACT.

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

Description	Grade	Per Unit Cost 2015/2016	Estimated Enrollment 2015/2016	Total Estimated Cost 2015/2016
I. Student Test Service				
ACT [®] taken on paper and taken online	11 th Grade	\$35.50	35,000	\$1,242,500
Total Cost of Student Tests				\$1,242,500
Total Assessment Costs				\$1,242,500
II. Additional Services				
Training				Included in Program Management Fees
Printing and delivery to districts of Standard Time and Special Testing Manuals				\$1,670
Total Additional Services Costs				\$1,670
III. Program Annual Management Fees				
Program Management Fee				\$168,590
Total				\$1,412,760

State of Arkansas Pricing*

<u>Grade 11 - The ACT</u>	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year
The ACT (none Writing) Assessments	15/16	16/17	17/18	18/19	19/20	Total
Program Support (Travel, meetings, management)	\$ 1,242,500	\$ 1,295,000	\$ 1,347,500	\$ 1,400,000	\$ 1,452,500	\$ 6,737,500
	\$ 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
<u>Grades 3-10 ACT Aspire</u>	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year
ACT Aspire Assessments	15/16	16/17	17/18	18/19	19/20	Total
Program Support (Travel, meetings, management)	\$ 5,554,152	\$ 6,527,897	\$ 7,224,577	\$ 7,809,563	\$ 7,809,563	\$ 34,925,753
Standard Error of the Mean Reporting	\$ 347,422	\$ 330,654	\$ 327,069	\$ 337,568	\$ 345,231	\$ 1,687,944
Student Growth Percentile Calculations	-	\$ 31,022	\$ 32,262	\$ 33,553	\$ 34,895	\$ 131,732
Student Growth Percentile Training	-	\$ 11,107	\$ 11,551	\$ 12,014	\$ 12,494	\$ 47,166
PARCC/Aspire Linking Study	\$ 13,624	\$ 4,928	\$ 5,125	\$ 5,331	\$ 5,544	\$ 20,928
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	\$ 8,851,211	\$ 40,044,569
Combine Contract Total	\$ 7,969,773	\$ 8,999,080	\$ 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.