

**THIRD AMENDMENT  
TO THE  
ACT STATE PROGRAM LICENSE AND SERVICES AGREEMENT  
BETWEEN ACT, INC. and MISSISSIPPI DEPARTMENT OF EDUCATION**

This Third Amendment (this “Amendment”) to that certain Agreement made by and between ACT, Inc. (“ACT” or “Contractor”) and Mississippi Department of Education (“Customer” or “State”) effective from September 11, 2018 through June 30, 2019, as amended by the First Amendment to extend the term of the Agreement to June 30, 2020, was effective of the first day of July, 2019, and as amended by the Second Amendment with the effective date of February 5, 2020 to include the availability of online testing during the 2019-2020 test windows. The Agreement is again amended effective the first day of July 2020.

**RECITALS**

WHEREAS, the parties previously entered into the Agreement.

WHEREAS, the purpose of the Agreement is for ACT to deliver the ACT<sup>®</sup> assessment during the term of the Agreement and in the future; and

WHEREAS, the parties wish to amend the Agreement to exercise the second optional one-year renewal allowed by the original contract; and

NOW THEREFORE, the parties agree as follows:

The capitalized terms of this Amendment shall refer to and have the same meaning as the capitalized terms in the Agreement.

The following attachments are hereby incorporated into the Agreement for the 2020-2021 school year:

- Exhibit 1-C: Description of Services Overview for the 2020-2021 School Year
- Exhibit 2-B: Fee Schedule for the 2020-2021 School Year
- Exhibit 3-A: ACT State Testing Program Deliverable Overview for the 2020-2021 School Year

**Contract Term:**

The period of performance of services under this Contract shall begin on July 1, 2020 and end no later than June 30, 2021. Upon written agreement of both parties at least (30) days prior to each contract anniversary date, the contract may be renewed by MDE with two (2) optional one-year renewals remaining.

**Consideration:**

Assessment Fees. Customer shall pay ACT for the Assessments and Services provided pursuant to this Description of Services according to the Unit Prices in the Fee Schedule (Exhibit 2-B), for the actual quantity of Assessments provided to Customer. The actual quantity of assessments shall be the total number of answer documents processed by ACT, including any answer documents that include partially completed tests or sub-tests. For online testing, billing is based on the number of online assessments launched. If an examinee starts any one of the sub-tests, then the entire battery is charged. The enrollment and total cost indicated in the Fee Schedule are estimates, for planning purposes only. ACT will invoice Customer for the actual quantity of Assessments processed. No custom services fees will be charged.

The Agreement cumulative total for FY2019 to 2021 is \$4,202,000.00

## **STANDARD TERMS AND CONDITIONS**

### **Price Adjustment**

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the Additional performance;
- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- (d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

### **Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. *See* Mississippi Code Ann. §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

### **Entire Agreement**

The Third Amendment, Second Amendment, First Amendment and the original contract constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

All other terms and conditions of the original agreement not in conflict with this amendment shall remain in full force and effect.

**ACT, Inc.**

**MISSISSIPPI DEPARTMENT OF EDUCATION**

\_\_\_\_\_  
Santonu Jana  
Chief Financial Officer

\_\_\_\_\_  
Carey M. Wright, Ed.D.  
State Superintendent of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Marten Roorda,  
Chief Executive Officer

\_\_\_\_\_  
Monique Corley  
Director of Procurement

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1-C  
Description of Services  
Mississippi Department of Education  
2020-2021 School Year**

**Scope Summary**

This Description of Services (DOS) describes the testing services ACT will provide for the 2020- 2021 ACT State and District Testing Program in delivering the following assessments:

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

**Test Description**

| Test                                    | Grade                                       | Description  | Tests  | Number of Questions                          | Approx. Time                             |
|---|---|--|--|--|--|
| The ACT<br>– paper or<br>online version | Per state;<br>(11 <sup>th</sup><br>graders) | The ACT® test is a curriculum- and standards-based educational and career planning tool that assesses examinees’ 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<br>Mathematics<br>Reading<br>Science | 75 items<br>60 items<br>40 items<br>40 items | 45 min.<br>60 min.<br>35 min.<br>35 min. |

For instructions on administering the ACT on paper or online, testing staff must refer to the test administration manual and other manuals provided for each test.

**Test Window**

| Spring 2021 Test Dates  |                                      |
|---|--------------------------------------|
| Initial - ACT Standard Test Date (Paper)                          | February 23, 2021                    |
| Initial - Accommodations Administration (Paper)                   | February 23-26 & March 1-5, 2021     |
| Initial – Standard & ACT Authorized Accommodations (Online)       | February 23-25 & March 2-4, 2021     |
| Second Makeup - ACT Standard Test Date (Paper)                    | March 23, 2021                       |
| Second Makeup -ACT Accommodations Administration (Paper)          | March 23-26, 29-31 & April 1-2, 2021 |
| Second Makeup – Standard & ACT Authorized Accommodations (Online) | March 23-25, 30-31 & April 1, 2021   |
| Third Makeup – ACT Standard Test Date (Paper)                     | April 6, 2021                        |
| Third Makeup- Accommodations Administration (Paper)               | April 6-9 & 12-16, 2021              |
| Third Makeup – Standard & ACT Authorized Accommodations (Online)  | April 6-8 & 13-15, 2021              |

**ACT Project Milestone Schedule – Spring 2021 Testing**

ACT deliverable dates are contingent upon the state, districts and schools meeting responsibilities, described herein, without delay. A delay in key input files such as the Organizational File or the Student Data Upload (SDU) may cause risk to a successful testing experience for all sites.

| Milestone/Activity   | Date                   |
|--|------------------------|
| State indicates final decision to use State Use Question Option for the ACT for Spring testing.                            | Date to be determined* |
| State provides ACT the final State Use Questions for the ACT for Spring testing – Administration Supplement goes to print. | Date to be determined* |

| Milestone/Activity  | Date                                 |
|---|--------------------------------------|
| <b>Site Participation and Preparation</b>   |                                      |
| ACT sends Organizational file in ACT layout (and list of closed schools) to State.  | Date to be determined*               |
| State sends Organizational file to ACT for the ACT (paper and online) or may choose to have the previous year's information rolled forward. | Date to be determined*               |
| Schools begin submitting accommodations requests for the ACT.   | Date to be determined*               |
| School test coordinator manages participation in test administration database.  | Date to be determined*               |
| <b>Student Data Upload File (SDU)</b>   |                                      |
| ACT provides SDU File Layout to State.  | December*                            |
| State uploads SDU file to test administration database.   | Date to be determined*               |
| <b>Training</b>   |                                      |
| ACT offers accommodations recorded training videos online.  | Date to be determined*               |
| ACT offers two Test Administration - Question & Answer sessions.  | Date to be determined*               |
| ACT offers one Accommodations – Q & A session.  | Date to be determined*               |
| <b>Preparing for the Initial Test Date</b>  |                                      |
| Schools complete the ACT (online test) Site Readiness.  | Date to be determined*               |
| Schools confirm materials based upon number expected to test the ACT.   | Date to be determined*               |
| Schools complete requests for ACT- authorized accommodations.   | Date to be determined*               |
| Schools complete an Edit for Reconsideration, if applicable.  | Date to be determined*               |
| Schools submit ACT-Authorized Late Consideration Requests if applicable ( <i>New to school, medical, etc.</i> )                             | Date to be determined*               |
| Materials arrive in districts for early shipment.   | Date to be determined*               |
| Materials arrive in districts.  | Date to be determined*               |
| Initial Test Date (Day 1) for the ACT paper.  | February 23, 2021                    |
| Pickup for ACT initial standard test materials at district  | Date to be determined*               |
| Test window for ACT paper accommodated  | February 23-26 & March 1-5, 2021     |
| Pickup for ACT accommodations materials.  | Date to be determined*               |
| Test window for online testing.   | February 23-25 & March 2-4, 2021     |
| Pickup for ACT online materials   | Date to be determined*               |
| Last date for answer document to be scored for ACT  | Date to be determined*               |
| <b>Preparing for Second Makeup Test Date</b>  |                                      |
| Schools order materials based upon number expected to test The ACT.   | Date to be determined*               |
| Materials arrive in districts   | Date to be determined*               |
| Second Makeup Test Date for the ACT standard paper.   | March 23, 2021                       |
| Pickup for ACT standard test materials at district  | Date to be determined*               |
| Test window for ACT paper accommodated  | March 23-26, 29-31 & April 1-2, 2021 |
| Pickup for ACT accommodations materials.  | Date to be determined*               |
| Test window for online  | March 23-25, 30-31 & April 1, 2021   |
| Pickup for ACT online materials   | Date to be determined*               |
| Last date for answer document to be scored for ACT  | Date to be determined*               |

\*The tentative dates indicated will be agreed upon by the MDE and ACT in the project schedule.

| <b>Preparing for Third Makeup Test Date</b>                        |                         |
|--|-------------------------|
| Schools order materials based upon number expected to test The ACT | Date to be determined*  |
| Materials arrive in districts                                      | Date to be determined*  |
| Third Makeup Test Date for the ACT standard paper.                 | April 6, 2021           |
| Pickup for ACT standard test materials at district                 | Date to be determined*  |
| Test window for ACT paper accommodated                             | April 6-9 & 12-16, 2021 |
| Test window for online.  | April 6-8 & 13-15, 2021 |
| Pickup for ACT accommodations materials.                           | Date to be determined*  |
| Last date for answer document to be scored for ACT                 | Date to be determined*  |

### **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 testing toll-free number and email contact for use in preparation and administering of the ACT (paper and online) assessments. Note that all times are reflected in Central Time.

- Monday – Friday from 7:00 a.m. to 5:00 p.m. (except ACT holidays listed below)
- Test day hours –
  - General and Technical Questions: 6:00 a.m. to 6:00 p.m.
  - Accommodations: 6:00 a.m. to 6:00 p.m., on the first day of the Accommodations testing window

| <b>ACT Observed Holidays</b>    |
|---------------------------------|
| Labor Day                       |
| Thanksgiving Day                |
| Thanksgiving Friday             |
| Christmas Eve                   |
| Christmas Day                   |
| New Year's Eve                  |
| New Year's Day                  |
| Martin Luther King Jr. Birthday |
| President's Day                 |
| Memorial Day                    |
| Independence Day                |

### **Communications**

The State is solely responsible for communicating its own policy regarding participation in this testing program to the participating locations or schools.

ACT will communicate directly with school/designated testing staff on upcoming activities and deadlines related to the assessments. District test coordinators will be copied on all applicable communications sent to schools. At the State's request, ACT can provide the customer with a preview of planned communications to schools/districts related to test administration.

ACT will provide the State with a state testing webpage to facilitate district and school coordinators access to administration training and manuals applicable for specified testing experience.

Contract meetings will be held when mutually agreed upon by the State and ACT. Meetings may be held to review implementation, prior year's administration, discuss process improvement, and to plan for the upcoming testing year. Within this contract, ACT will plan for one in person meeting annually. ACT will also send a representative to two DTC trainings.

## Training Available

### Training for ACT (Paper and Online)

The State and its schools must remain in strict compliance with ACT administration policies and procedures. These are required to ensure a standardized testing environment and test security for all ACT assessments described in this DOS. ACT will provide training materials for the test coordinator and the test coordinator will provide training to other key personnel. Training documents are considered proprietary material and must not be forwarded or shared publicly without ACT's permission.

ACT offers the following types of training:

- Test administration training resources are available online (for paper and online testing) for standard and accommodations testing. Audiences may include state personnel, district and school test coordinators, room supervisors and proctors
- For the ACT delivered online, there is additional training for technical coordinators (proctor training is not applicable)
- Two Question and Answer live webcast sessions for test administration
- One Question and Answer live webcast session for accommodations
- Three onsite customized training sessions will be provided

### 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 available online. There are additional professional development opportunities available for free and for purchase for districts and schools. ACT offers both live webinars and in-person workshops for selected aspects of both the ACT.

## Site Participation and Preparation

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

- Data File Exchange Secure Site: A secure site will be provided by ACT for secure exchange of data files.
- 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. ACT will utilize the information provided in the Organization file as the contact information to communicate with schools and/or districts. The state also has the option to roll over the organizational information from the previous year in the online database.
- Contacts: The designated test coordinator must fulfill duties necessary to ensure a successful and standardized testing experience. 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.
- Participation Verification: Schools will confirm the schools' intention to participate, confirm contact information, and materials orders via ACT's online portal.

*It is mandatory that all schools that will administer ACT assessments indicate their intention to participate 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.*

- Test Mode Option: When a state elects to administer the ACT on paper and online, within each school site, examinees may choose to test with paper or online. The test coordinator chooses the delivery mode for each student.
- Technical Readiness: For the ACT in an online format, each test site needs to meet ACT technical requirements. ACT encourages the school test coordinator assign a technical coordinator to assure readiness of systems and software, including proctor caching, for a successful test experience.
- Data File: The required Student Data Upload (SDU) file, is used to provide demographic information for eligible examinees within the state at participating schools. This information will be used to incorporate examinees records into testing systems, produce individual barcode labels, and register examinees for testing. The submission of the file can be completed at either the state, district, or school level. The submission of file(s) in the mandatory ACT-prescribed format containing records for all examinees taking the test must be completed no later than the date specified in the milestone section. ACT's ability to generate barcode labels, generate orders, or manage examinees is contingent upon the timely submission of an SDU file that must comply with ACT specifications.

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

*It is mandatory that all eligible examinees are uploaded into the administration system*

**State Use Question(s) for the ACT**

The State may choose to use up to 14 State Use Questions for paper and online modes of the ACT.

By the established deadline, the State must inform ACT of their decision to use the State Use Section. The State must indicate the questions and item response options.

**Test Materials**

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

**Nonsecure Paper Materials**

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

| The ACT   | Distribution Format  | Notes   |
|---|----------------------|---|
| The ACT State and District Testing Answer Documents for Paper testing   | Paper                | Used for all examinees testing on paper. One document for the ACT. The ACT answer document contains all ACT subjects. |
| Test Coordinator Information Manual   | Paper and Electronic | Used by test coordinators to help with preparing.   |
| The ACT Test – Administration Manual – State and District Testing, standard time paper                                | Paper and Electronic | Used to administer the test to examinees testing on paper.  |
| The ACT Test – Administration Manual – State and District Testing, accommodations and English Learner Supports, paper | Paper and Electronic | Used to administer accommodations or English Learner Supports to examinees testing on paper.                          |
| The ACT Test – Administration Manual – State and District Testing, online   | Paper and Electronic | Used to administer the test to examinees testing online.  |
| Taking the ACT-State Testing and District Testing   | Paper and Electronic | Used by all examinees taking the ACT either paper or online to complete non-test information.                         |
| Barcode Labels for the ACT for paper testing  | Paper                | Printed from data provided in SDU file.   |
| Pretest Information for Online Testing (the ACT)  | Paper and Electronic | ACT will preprint one for every student registered to test online based on the SDU file.                              |

**Secure Materials**

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

For the ACT, test booklets are sealed with all four multiple choice assessments included in one booklet.

| Name/Type  | Description   |
|--|---|
| Secure test booklets for the standard time Initial Test Date | ACT will calculate and provide an overage based on the school’s enrollment numbers.   |
| Secure test booklets for the Makeup Test Date                | Orders for makeup test materials are based on schools placing orders by stated deadline after initial testing occurs.   |
| Secure materials for accommodated testing                    | Accommodation options include extended time, Braille, large print, audio USB, and reader’s script and include test books, instructions, administration manuals, roster, and necessary instructions. |
| Secure materials for makeup accommodated testing the ACT     | Accommodation options include extended time, Braille, large print, audio USB, and reader’s script and include test books, instructions, administration manuals, roster, and necessary instructions. |



## Test Accommodations for the ACT

ACT supports the following two models of accommodations on the ACT, when it is administered as part of a statewide assessment:

### 1. ACT-Authorized Accommodations

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

### Review of Requests for Accommodations on the ACT

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

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

### 2. Non-College Reportable (Score) Accommodations

Non-college reportable accommodations are available in paper format. Non-college reportable accommodations do not require ACT review or approval. These accommodations result in scores used only for state testing purposes. The results are not college reportable.

## Supports Available for English Learners

Qualifying examinees will have the ability to receive supports for ACT testing. Scores earned while using these supports will result in a college reportable score.

Supports will be limited to examinees in a local school district’s English learners (EL) program who meet the current definitions of an English learner under the Every Student Succeeds Act (ESSA). The school’s appointed test coordinator will coordinate submitting individual requests for English Learner supports to ACT via the online Test Accessibility and Accommodations System (TAA).

The available supports for qualified English learners will include the following:

- Additional time on the test (not-to-exceed time-and-a-half)
- Use of an approved word-to-word bilingual glossary (containing no word definitions)
- Test instructions provided in the student’s native language (including Spanish and a limited number of other languages initially)
- Testing in a non-distracting environment (i.e., in a separate room)

## Ordering Paper Materials

ACT will coordinate directly with school test coordinators to facilitate the test materials ordering process. The school test coordinator must ensure eligible examinees participate in the available weekday test administrations.

The test coordinator will submit individual requests online for test materials. For the ACT-authorized accommodations, the request will follow the approval process as designated by ACT’s policy for consistent national testing.

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

## Shipments and Return of Paper Materials

ACT will apply overages and distribute test materials, barcode labels, answer documents, and supporting program materials to district sites. Upon completion of testing, school staff must return test materials to the district site for return to ACT.

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

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

### Test Administration

Schools are required to conduct ACT State Testing, including onsite maintenance and chain of custody of test materials, in compliance with ACT’s test administration policies and procedures as documented in this Agreement, the administration manuals, and training materials.

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

### Non-Cognitive Information

Examinees will be asked to provide basic identifying information as part of ACT testing. Examinees also have the opportunity to complete a Career Interest Inventory and Student Profile Section, and they may send their score report to several colleges.

### ACT Reporting

The following is a list of reports, distribution and delivery information.

| Report   | Delivery Timeframe  |
|--|---|
| <b>For Students</b>  |   |
| ACT Student Report   | 3-8 weeks following receipt of examinee test responses  |
| ACT Student Online Scores  | Scores will be available online after the examinee receives the printed score report in the mail. |
| <b>For Schools</b>   |   |
| ACT High School Check List Report                                    | 3-8 weeks following receipt of examinee test responses from each school.                          |
| ACT High School Report (student level score data)                    | 3-8 weeks following receipt of examinee test responses from each school.                          |
| ACT Student Score Labels   | 3-8 weeks following receipt of examinee test responses from each school.                          |
| ACT Profile Report – High School                                     | No later than TBD, 2021.<br><i>(Posted separately from other standard school reports.)</i>        |
| ACT Non-College Reportable Score Notification Letter (if applicable) | No later than TBD, 2021.<br><i>(Posted separate from the ACT Profile Reports)</i>                 |
| <b>For Districts</b>   |   |
| ACT Profile Report – High School                                     | No later than TBD, 2021.<br><i>(Posted at the same time to all districts in State)</i>            |
| ACT Profile Report – District  | No later than TBD, 2021.<br><i>(Posted at the same time to all districts in State)</i>            |
| ACT Student Level Data File – District                               | No later than TBD, 2021.<br><i>(Posted at the same time to all districts in State)</i>            |
| <b>For the State</b>   |   |
| ACT Student Level Preliminary Data File – State                      | No later than TBD, 2021   |
| ACT Student Level Final Data File – State                            | No later than TBD, 2021.<br><i>(Posted after all schools have been processed)</i>                 |
| ACT Profile Report – State   | No later than TBD, 2021.<br><i>(provided after all schools have been processed)</i>               |
| <b>College Shipments</b>   |   |
| ACT Student College Report(s)  | 3-8 weeks following receipt of examinee test responses from each school.                          |

### 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, only the examinee will receive his or her score report.
- Aggregate reports are only generated if one or more examinees affiliated with a district in the Organization File 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.

#### **Data File Options**

- Preliminary Data Files: If desired, ACT will provide the State with two preliminary student- level data files. ACT will provide the files 5 weeks and 7 weeks after the initial test date and be posted to the administration system. These files are for the State's use and should not be released by the State as official.
- Data Masking: The State will have the ability to select which data fields from the data file layout it would like to receive in the preliminary and final data files.
- Invalid Score Report File: The state may choose to receive a file containing scores for examinees who had their results cancelled due to a misadministration or prohibited behavior. This is only available for states that are using the ACT® for accountability purposes.

**EXHIBIT 2-B  
MISSISSIPPI DEPARTMENT OF EDUCATION  
FEE SCHEDULE  
2020-21**

| Description                               | Grade                     | Per Unit Cost<br>2020-2021 | Estimated Enrollment<br>2020-2021 | Total Estimated<br>Cost<br>2020-2021 |
|---|---------------------------|----------------------------|-----------------------------------|--------------------------------------|
| <b>I. Student Test Service</b>            |                           |                            |                                   |                                      |
| ACT®                                      | 11 <sup>th</sup><br>Grade | \$41.00                    | 34,000                            | \$1,394,000.00                       |
| <b>Total Cost of Student Tests</b>        |                           |                            |                                   | \$1,394,000.00                       |
| <b>Total Assessment Costs</b>             |                           |                            |                                   | \$1,394,000.00                       |
| <b>II. Additional Services</b>            |                           |                            |                                   |                                      |
| <b>The ACT Training*</b>                  |                           | N/A                        | 3 In-person workshops**           | No Charge                            |
| <b>Total Additional Services Costs</b>    |                           |                            |                                   | \$0.00                               |
| <b>III. Projected Annual Program Cost</b> |                           |                            |                                   | \$1,394,000.00                       |

\*ACT, Inc. will attend three in-person trainings in conjunction with the MDE District Test Coordinator workshops.

\*\*ACT, Inc. is not charging for the travel costs associated with two ACT staff persons to attend.

**EXHIBIT 3-A**  
**ACT® State Testing Program**  
**Mississippi Department of Education**  
**Program Deliverable Overview**  
**2020-21 School Year**

This Description of Services is incorporated into the ACT State Program License and Services Agreement (“Agreement”) having an Effective Date of September 11, 2018, by and between ACT, Inc. (“ACT”) and Mississippi Department of Education (“MDE” or “Customer”). This Description of Services shall become effective on July 1, 2020 and shall be incorporated into and governed by the terms of the Agreement.

**I. Background:** ACT, Inc. will support the Customer in administering ACT assessments to its 11<sup>th</sup> graders. Under this Agreement, “ACT” is used to refer to online and paper-based assessments that include English, mathematics, reading, and science, as well as an Interest Inventory and Student Profile. This Description of Services details the services and deliverables provided as part of the Assessment program (the “Program”).

**II. Services.** The following Assessments and Services will be provided by ACT to Customer:

1. Program Oversight. ACT will name a designated staff person to serve as the primary operational contact. The primary ACT operational contact will coordinate all aspects of program delivery with Customer.
2. Program Planning Documentation. ACT will provide Customer with a project schedule and other program management documentation, including implementation and timeline details.
3. Test Administration Available Dates. Customer may select from a menu of ACT test administration dates for each contracted school year. The selected test administration dates will be documented in the project schedule.
4. Organization File Layout. ACT will provide Customer with an Organization File layout template and instructions for use.
5. Ordering Platform. ACT will provide an online platform for Designated Test Sites to order test materials and indicate appropriate Designated Personnel information.
6. Student Data Upload (SDU) File Layout. ACT will provide Customer with a SDU file layout template and instructions for use.
7. Test Materials. ACT will ship ACT test materials and pre-ID labels to the contact and shipping address provided by Customer in the ordering platform.
8. Pre-paid Shipping Labels. ACT will provide each Designated Test Site with pre-paid return shipping labels for the return of test materials to ACT at the conclusion of the test administration.
9. Accommodations. ACT will provide students with disabilities and English learners (EL) with available accessibility supports, including accommodations, based on decisions made by ACT accommodation specialists and in some cases by the local educational authorities, as detailed in the Test Accessibility and Accommodations System.
10. Training. ACT will provide standard online training and/or instructional materials to Designated Personnel.
11. Communications. ACT will communicate upcoming activities and deadlines related to the assessments directly to Designated Personnel through email and/or an ACT website.
12. Customer Support. ACT will provide toll-free number (1-800-553-6244, ext. 2800) and email contact information for use in preparation and administration of the ACT, Monday through Friday, from 7:00 a.m. to 5:00 p.m. CST (except ACT holidays). In addition, ACT will provide extended customer service from 6:00 a.m. – 6:00 p.m. CST on select test dates.
13. Score Reports. ACT will furnish the following ACT score reports as part of the Services:
  - a. Student Deliverables: The following reports are provided to the student approximately 3-8 weeks after ACT receives test responses that do not require additional investigation, as identified in the project schedule.
    - Student Score Report – paper copy
    - ACT Student Online scores (after receiving Student Score Report)

- b. School Paper Deliverables: The following reports are shipped to the school Director of Counseling approximately 3-8 weeks after ACT receives test responses that do not require additional investigation, as identified in the project schedule.
  - ACT High School Report Checklist
  - ACT High School Score Labels
  - ACT High School Report
- c. School Online Deliverables: Schools will be able to access the following reports through the test administration system, by the date identified in the project schedule.
  - ACT Profile Report – High School
  - ACT Non-College Reportable Score Notification Letter (paper copies are also provided)
- d. District Online Deliverables: Districts will be able to access the following reports through the test administration system, by the date identified in the project schedule.
  - ACT Profile Report – High School
  - ACT Profile Report – District
  - ACT Student Level Data File - District
- e. Customer Deliverables: State will be able to access the following reports through the test administration system by the date identified in the project schedule.
  - ACT Student Level Data File (Preliminary) – State
  - ACT Student Level Data File (Final) -- State
  - ACT Profile Report – State
- f. College Deliverables: If a student chooses to have their scores provided to colleges or universities pursuant to ACT standard policies, ACT will make those available approximately 3-8 weeks after testing.

### III. Custom Services.

1. On Site Fall and Spring DTC Training. ACT will attend the fall and spring DTC training hosted by MDE.
2. SDU Upload. MDE will provide the file on a secure location. ACT will then upload the file into the administration system per the terms of the Memorandum of Agreement fully executed between the parties on January 3, 2019. The file will be uploaded on an agreed upon date.

### IV. Customer Actions and Required Information.

Customer shall provide the following information, data or deliverables (“Customer Required Information”) to ACT by the indicated due date. ACT’s ability to provide the Assessments and Services is dependent upon timely receipt of the Customer Required Information, data, or deliverables. Customer’s failure to meet the due date may result in ACT’s inability to provide the Assessments and Services.

1. Selection of Test Administration Dates. Customer must provide ACT with its selected ACT test administration dates from the menu of dates ACT offers, by a mutually agreeable deadline memorialized in the project schedule.
2. Participating Testing Sites. Customer will provide an organizational file containing the list of eligible participating sites in the ACT-designated file format to the ACT designated contact, by the deadline memorialized in the project schedule.
3. Student Data Upload. Customer shall securely send ACT the SDU file by the deadline memorialized in the project schedule.
4. Accommodations Requests. If applicable, Customer Designated Personnel will submit requests for ACT authorized accommodations in the Test Accessibility and Accommodations System by the deadline memorialized in the project schedule.

### V. Additional Terms and Conditions.

The following terms and conditions are applicable to ACT’s provision of the ACT Assessments and Services:

1. Testing Procedures. Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT. Customer agrees that all Assessments administered will be returned for scoring and processing in accordance with the policies and procedures provided by ACT. ACT may, in its sole and absolute discretion, investigate instances of testing irregularities or test security instances, 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 Participating Location, or other indicators that the test scores may not accurately reflect the examinee's level of educational development. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration of or preparation for the Assessments to fully cooperate with ACT, in the event of a test security and/or testing irregularity investigation.

2. Ownership of Materials. ACT owns or has license rights in the Assessments and Services, 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. Unless otherwise expressly stated in this Agreement, Customer shall not, and shall not allow any third party to, copy, duplicate, modify, enhance, reverse engineer, make any addition to, or use the ACT Materials, in whole or in part, in any other works without the prior written approval of an authorized representative of ACT. The ACT Materials are licensed and not sold. Customer shall not sell, otherwise transfer, or disclose the content of the ACT Materials, in whole or in part, to any other person or entity provided, however, that Customer may provide the Assessments for use solely in connection with the Authorized Purpose.
3. 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.
4. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT grants to the Customer and its Participating Locations a limited, non-exclusive, non-transferable right during the Term of this Agreement to (a) administer the Assessments for the Authorized Purpose and (b) use the ACT Materials in connection with the Authorized Purpose.
5. Confidentiality. Customer agrees that neither it nor its employees shall at any time during or following the Term of this Agreement, 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 in connection with the Authorized Purpose. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures. Customer shall not store and must destroy any unused Assessments in accordance with ACT's policies and procedures. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). In the event of a breach or threatened breach of this Section 5, ACT, in addition to and not in limitation of any of the rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain any such breach by the Customer.

**From:** [Madeleine Morris](#)  
**To:** [Alicia Coleman](#)  
**Subject:** RE: <EXTERNAL>: RE: 8800006380, MDE and ACT, Inc.  
**Date:** Wednesday, May 20, 2020 9:01:40 AM  
**Attachments:** [image001.png](#)

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Sounds good, thanks again!

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**From:** Alicia Coleman [mailto:[Alicia.Coleman@dfa.ms.gov](mailto:Alicia.Coleman@dfa.ms.gov)]  
**Sent:** Wednesday, May 20, 2020 9:01 AM  
**To:** Madeleine Morris <[MMorris@mdek12.org](mailto:MMorris@mdek12.org)>  
**Subject:** RE: <EXTERNAL>: RE: 8800006380, MDE and ACT, Inc.

Will pass this on and let you know if receive any additional questions.

☺ Alicia

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**From:** Madeleine Morris <[MMorris@mdek12.org](mailto:MMorris@mdek12.org)>  
**Sent:** Wednesday, May 20, 2020 8:55 AM  
**To:** Alicia Coleman <[Alicia.Coleman@dfa.ms.gov](mailto:Alicia.Coleman@dfa.ms.gov)>  
**Cc:** Monique Corley <[MCorley@mdek12.org](mailto:MCorley@mdek12.org)>  
**Subject:** RE: <EXTERNAL>: RE: 8800006380, MDE and ACT, Inc.

Alicia – program office responded with this. Please let me know if further action is required. Thanks

Upon review, I noticed the last item listed was not changed. If this was intentionally not edited, please explain reasoning. I suggested it changed as Exhibit 3-A is only associated with the Third Amendment to this contract and thus, would be effective July 1, 2020; while the September 11, 2018 date was associated with the First Amendment to this contract. They (ACT) rejected the change the first time due to the fact that the first sentence referred to the original agreement (Sept. 11, 2018), and the last sentence referred to the new description of services (July 1, 2020) that would be incorporated into the new agreement.

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**From:** Alicia Coleman [mailto:[Alicia.Coleman@dfa.ms.gov](mailto:Alicia.Coleman@dfa.ms.gov)]  
**Sent:** Wednesday, May 20, 2020 8:22 AM  
**To:** Madeleine Morris <[MMorris@mdek12.org](mailto:MMorris@mdek12.org)>  
**Cc:** Monique Corley <[MCorley@mdek12.org](mailto:MCorley@mdek12.org)>  
**Subject:** RE: <EXTERNAL>: RE: 8800006380, MDE and ACT, Inc.

I misspoke in that September 11, 2018 was the start date of the initial/original contract but I stand by the request to change the date for Exhibit 3-A as MDE would not implement said document retroactively.



Thanks again,

Alicia

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**From:** Madeleine Morris <[MMorris@mdek12.org](mailto:MMorris@mdek12.org)>  
**Sent:** Wednesday, May 20, 2020 8:16 AM  
**To:** Alicia Coleman <[Alicia.Coleman@dfa.ms.gov](mailto:Alicia.Coleman@dfa.ms.gov)>  
**Cc:** Monique Corley <[MCorley@mdek12.org](mailto:MCorley@mdek12.org)>  
**Subject:** RE: <EXTERNAL>: RE: 8800006380, MDE and ACT, Inc.

I will contact the program office and let you know. Thanks so much!

Madeleine

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**From:** Alicia Coleman [<mailto:Alicia.Coleman@dfa.ms.gov>]  
**Sent:** Wednesday, May 20, 2020 8:06 AM  
**To:** Madeleine Morris <[MMorris@mdek12.org](mailto:MMorris@mdek12.org)>  
**Cc:** Monique Corley <[MCorley@mdek12.org](mailto:MCorley@mdek12.org)>  
**Subject:** RE: <EXTERNAL>: RE: 8800006380, MDE and ACT, Inc.

Upon review, I noticed the last item listed was not changed. If this was intentionally not edited, please explain reasoning. I suggested it changed as Exhibit 3-A is only associated with the Third Amendment to this contract and thus, would be effective July 1, 2020; while the September 11, 2018 date was associated with the First Amendment to this contract. They (ACT) rejected the change the first time due to the fact that the first sentence referred to the original agreement (Sept. 11, 2018), and the last sentence referred to the new description of services (July 1, 2020) that would be incorporated into the new agreement.

Stay safe and healthy,

**Alicia Coleman, CMPA, CPM**

*Contract Analyst, Office of Personal Service Contract Review*  
Mississippi Department of Finance and Administration  
[Alicia.Coleman@dfa.ms.gov](mailto:Alicia.Coleman@dfa.ms.gov)  
601-359-2796 Office

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P.O. Box 267 Jackson, MS 39205  
501 North West Street, Suite 700  
Jackson, MS 39201

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**From:** Madeleine Morris <[MMorris@mdek12.org](mailto:MMorris@mdek12.org)>  
**Sent:** Tuesday, May 19, 2020 3:43 PM  
**To:** Alicia Coleman <[Alicia.Coleman@dfa.ms.gov](mailto:Alicia.Coleman@dfa.ms.gov)>

**Cc:** Monique Corley <[MCorley@mdek12.org](mailto:MCorley@mdek12.org)>  
**Subject:** <EXTERNAL>: RE: 8800006380, MDE and ACT, Inc.

Alicia – I’ve uploaded the revised contract in MAGIC and tried every way I know possible to get into the portal but I keep getting the message that I can’t access. I’ve unblocked popups, tried different browsers. I’m attaching the review request packet to this email that has the revised contract in it.

Thanks!

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**From:** Madeleine Morris  
**Sent:** Tuesday, May 19, 2020 2:21 PM  
**To:** 'Alicia Coleman' <[Alicia.Coleman@dfa.ms.gov](mailto:Alicia.Coleman@dfa.ms.gov)>  
**Cc:** Monique Corley <[MCorley@mdek12.org](mailto:MCorley@mdek12.org)>  
**Subject:** RE: 8800006380, MDE and ACT, Inc.

Alicia – I have attached the revised ACT contract. I will replace the contract in review request packet with this version and upload in MAGIC and try the portal again. Please let me know if you need anything else.

Thank you,  
Madeleine

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**From:** Alicia Coleman [<mailto:Alicia.Coleman@dfa.ms.gov>]  
**Sent:** Thursday, May 14, 2020 11:23 AM  
**To:** Madeleine Morris <[MMorris@mdek12.org](mailto:MMorris@mdek12.org)>  
**Cc:** Monique Corley <[MCorley@mdek12.org](mailto:MCorley@mdek12.org)>  
**Subject:** 8800006380, MDE and ACT, Inc.  
**Importance:** High

Below are questions regarding contract **8800006380, MDE and ACT, Inc.** Please feel free to add your responses; just do so in a different color font. I will need your responses and/or additional information by **COB, Tuesday, May 19, 2020**. The submitted documentation has not been reviewed by the DFA legal counsel. Additional questions or comments may follow.

Please make the following edits to Third Amendment:

- a. Correct the First Amendment end date to June 30, 2020 within first paragraph on page 1.
- b. Edit last sentence of the first paragraph on page 1 to “The Agreement is again amended effective the first day of July, 2020.”
- c. Edit last sentence of the Consideration clause on page 1 to “The Agreement cumulative total for FY 2019 to 2021 is \$4,202,000.00.”
- d. Remove Availability of Funds clause as it contains no update/modification to language.
- e. Edit the first sentence of Exhibit 3-A to “...having an effective date of July 1, 2020, by and...”

Thank you for your time and consideration regarding this matter.

**Alicia Coleman**

PSCRB Consultant

Mississippi State Personnel Board

210 E. Capitol Street, Suite 800

Jackson, MS 39201

Phone: 601.359.2796

Fax: 601.359.2729

[www.mspb.ms.gov](http://www.mspb.ms.gov)



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