



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 1/31/2024

Contract/Agreement Vendor:

ACT, Inc. / Dr. Theodore Murray

Name of Vendor & Contact Person

Theodore.Murray@act.org

Vendor Email Address

Assessment

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

9th & 10th Grade Students

Reason/Audience to benefit

2/12/2024

BOE Date

\$ 0.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Jean Brassfield

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Jean Brassfield

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Karla Dyess

Funding Source: N/A

Fund/Project

N/A

OCAS Coding



Consent



Action

The PreACT is a low-stakes assessment that includes multiple choice test in English, mathematics, reading and Science. The new assessment format under development will be an online version of PreACT for grades 9 and 10 students which will be available to order through the ACT Now platform. The purpose of the PreACT Online Assessment Pilot Study is to develop and validated the PreACT assessment by administering the online assessment to students at the number of schools across the United States and correlating the assessment data with school-provided outcomes. Upon completion of scoring of the assessment, ACT will provide the district with student reports, a roster report, and an institutional-level report describing the performance of the school's students as a whole. All of this will at no cost to the district.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

PreACT ONLINE ASSESSMENT PILOT STUDY
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) by and between ACT, Inc., with offices located at 500 ACT Drive, Iowa City, IA 52243 ("ACT") and BROKEN ARROW PUBLIC SCHOOLS having a principal place of business at 1901 E ALBANY ST, BROKEN ARROW, OK 74012-9275 ("School"). This MOU sets forth the expectations of ACT and School (which may be a district) for the PreACT Online Assessment Pilot Study (the "Study").

A. **Summary and Purpose of the Study:** The PreACT is a low-stakes assessment that includes multiple choice tests in English, mathematics, reading and science. The new assessment format under development will be an online version of PreACT for grades 9 and 10 students which will be available to order through the ACT Now platform. The following describes the Study specifications:

1. **Goal of Study:** The purpose of the PreACT Online Assessment Pilot Study is to develop and validate the PreACT assessment by administering the online assessment to students at a number of schools across the United States and correlating the assessment data with school-provided outcomes.
2. **Summary of Research Study:** The new PreACT assessment will be administered online in TestNav by schools throughout the United States. Upon completion of scoring of the assessment, ACT will provide the schools with student reports, a roster report, and an institutional-level report describing the performance of the school's students as a whole. A special report from the research study will also be available.

B. **FERPA Compliance and Use of Personal Information:** At ACT we recognize the importance of protecting the privacy of personally identifying information and believe that use and sharing of it is important to our mission of "Helping people achieve education and workplace success." ACT understands that schools may be subject to Federal Education Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, which generally requires written student or parental consent for disclosure of educational records or personally identifiable information to third parties unless the disclosure falls under one of several specified exceptions described in 34 CFR 99.31. The studies exception codified in 20 U.S.C. § 1232g(b)(1)(F) and § 99.31(a)(6) provides that written consent is not required for disclosure to an organization conducting studies for, or on behalf of, educational agencies or institutions in order to: (A) develop, validate, or administer predictive tests; (B) Administer student aid programs; or (C) improve instruction. 34 CFR 99.31(a)(6)(i). As part of this Study, ACT will be validating and administering predictive tests for or on behalf of, educational agencies or institutions which qualifies as an exception to FERPA under 34 C.F.R. 99.31(a)(6)(i). ACT will comply with all applicable state and federal laws. ACT's use of education records for the Study is detailed herein:

1. **Education Records to be Provided by School:** School shall provide data elements for each student to be administered the PreACT online assessment in a Student Data Upload (SDU) file, a template for which will be provided by ACT. School shall also provide, at a minimum, the following data points for each student participating in the Study so that ACT can correlate such data with test results: State Student ID Number, Local Organization Code, last name, first name, date of birth, grade level, gender, race/ethnicity, and high school grade point average. ACT will connect school data to assessment data via the State Student ID Number.
2. **How ACT Will Use or Restrict Access to the Education Records:** ACT will limit access to School student education records to only individuals within its organization who require access for purposes of the Study. ACT shall only access, collect, store, process, or use the education records and data, as necessary for its legitimate interests in conducting the Study, and as set forth in ACT's Privacy Policy or as otherwise permitted by FERPA.

C. **Duration and Location of the Study:**

1. **Location for Participation:** School will provide the PreACT online assessment to students during the test windows provided by ACT to School. ACT will provide School computer configuration requirements and instructions for testing.
2. **Time Commitment and Duration for Participation:** School will need to set aside approximately 180 minutes for students to take the PreACT online assessment. School must complete all testing by April 26, 2024.

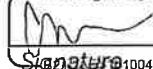
D. **What Will Happen During the Study:**

1. **ACT Tasks:** ACT will provide School with materials that will include instructions for the students about how to access the assessment on TestNav. After completion of the assessments, ACT will provide the school with reports of the assessment results.

2. **School Tasks:** School will coordinate data collection (i.e., recruit participants, provide students with assessment, etc.). School will provide ACT with the SDU file and the additional research data file containing the data elements identified in section A2. The files must be submitted to ACT by March 15, 2024.
- E. **School Reports:** ACT will provide School with the following reports as part of the Study: individual student reports, student roster report, and institutional report. School understands that School will receive only those reports detailing its own students' participation in the Study, and School waives any right to inspect and/or approve the final Study results or publication of results.
- F. **Product Discount for Pilot Participants:** School shall receive a 100 percent (100%) discount off ACT's list price for Spring 2024 PreACT online assessments administered during the pilot (the "Pilot Participation Discount"). School must notify ACT of the Pilot Participation Discount upon ordering, or ACT may provide an applicable discount code, at its discretion. School must submit the data files described above to be eligible for the discount, and the use of the PreACT online assessment will be subject to separate terms and conditions.
- G. **Intellectual Property:** School acknowledges that the Study, assessments, instructions, results of the Study, and any other Study-related materials or information provided to School by ACT (the "ACT Materials") are confidential and/or proprietary information of ACT. School agrees that it shall not use the ACT Materials for any purpose other than for Study related purposes as outlined by this MOU. School shall not provide the ACT Materials to any third party.
- H. **Right to Use Results of Participation in the Research:** School transfers to ACT all rights to the feedback, comments, or other work product School may provide during participation in the Study. ACT will obtain School's written consent before publicly disclosing the School's participation in the Study, or before using any School feedback or comments for marketing or publicity purposes. School may withdraw or terminate participation in the Study at any time. However, ACT will own all right, title and interest to any work that has been created or submitted at the time of School's withdrawal from the Study.
- I. **Confidentiality:** School acknowledges and agrees that School will not share any ACT Materials or any other information of a nature that a reasonable person would consider confidential whether or not marked or designated as confidential by ACT ("Confidential Information") that ACT may disclose during the Study without prior written consent by ACT. School acknowledges and agrees that Confidential Information shall not be revealed or disclosed, either orally, in writing, or in any other medium, by School to any third party at any time, except as: (i) may be authorized in writing by ACT or its authorized representative or (ii) when such disclosure is required by law, subject to School giving prior notice to ACT to allow it to seek protective or other court orders.

ACT, INC.

DocuSigned by:



C. Blake Curwen Vice President
Name (Please Print) Title

1/31/2024

Date

Blake.curwen@act.org

Email Address and/or Phone Number

BROKEN ARROW PUBLIC SCHOOLS

Signature

Steve Allen

Name (Please Print)

Title

Date

Email Address and/or Phone Number