



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B5500057

CONTRACTOR	GED Testing Service LLC
	1919 M Street NW
	Washington, DC 20036
	Randy Trask
	952-681-3730
	Randy.trask@gedtestingservice.com
	*****6001

STATE	Program Manager	LaDean Watts-George	MDOC
		517-373-6047	
	GeorgeL3@michigan.gov		
	Contract Administrator	Brandon Samuel	DTMB
		(517) 284-7025	
		SamuelB@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: GED Testing Materials and Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 26, 2015	January 25, 2016	4 - 1 Year	January 25, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	Three Years	<input type="checkbox"/>		January 25, 2020
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 480,000.00		\$ 720,000.00	\$1,200,000.00	
DESCRIPTION: Effective October 26, 2016, this contract is exercising the three option years and is increased by \$720,000. The revised contract expiration date is January 25, 2020.				
All other terms, conditions, specifications, and remain the same. Per agency request, contract agreement, DTMB Procurement approval, and State Administrative Board approval on October 25, 2016				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B5500057
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
GED Testing Services 1919 M Street NW Washington, DC 20036	Randy Trask	Randy.Trask@gedtestingservice.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(952) 681- 3730	6001

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DOC	LaDean Watts – George	(517) 373-6047	GeorgeL3@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	(517)-284-7025	SamuelB@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: GED Testing Materials and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 26, 2015	January 25, 2016	4- one year	January 25, 2016
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year	January 25, 2017
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$ 240,000.00		\$ 240,000.00	\$ 480,000.00	

DESCRIPTION:
 Effective September 14, 2015, this contract is exercising the first option year and is increased by \$240,000. The revised contract expiration date is December 31, 2017. Please note the Contract Administrator has been changed to Brandon Samuel.

All other terms, conditions, specifications, and pricing remain the same.
 Per agency request, contract agreement, DTMB Procurement approval, and State Administrative Board approval on 9/10/2015.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

**NOTICE OF
 CONTRACT NO. 071B5500057**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
GED Testing Service 1919 M Street, NW Washington, DC 20036	Randy Trask	Randy.trask@gedtestingservice.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(952) 681-3730	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DOC	LaDean Watts-George	(517) 373-6047	Georgel3@michigan.gov
BUYER:	DTMB	Chelsea Edgett	(517) 284-7031	EdgettC@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
GED Testing Materials and Services			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One Year	January 26, 2015	January 25, 2016	Four additional One (1) Year Periods
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$240,000.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B5500057
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
GED Testing Service 1919 M Street, NW Washington, DC 20036	Randy Trask	Randy.trask@gedtestingservice.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(952) 681-3730	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DOC	LaDean Watts-George	(517) 373-6047	Georgel3@michigan.gov
BUYER:	DTMB	Chelsea Edgett	(517) 284-7031	EdgettC@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
GED Testing Materials and Services			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One Year	January 26, 2015	January 25, 2016	Four additional One (1) Year Periods
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$240,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #007115B0003563. Orders for delivery will be issued directly by the Department of Corrections through the issuance of a Purchase Order Form.

Notice of Contract #: 071B5500057

FOR THE CONTRACTOR:	FOR THE STATE:
GED Testing Service Firm Name	Signature Sharon Walenga-Maynard, Sourcing Director
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB Procurement Enter Name of Agency
Date	Date



Contract No.071B5500057
GED Testing Materials and Services

EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES

This Contract is to procure General Equivalency Diploma (GED) scoring services and testing materials for the Michigan Department of Corrections.

Background

In accordance with Michigan Compiled Law (MCL) 791.233, also known as Public Act 320, all prisoners arrested after December 15, 1998 and serving two or more years in prison are required to have a General Equivalency Diploma (GED) for parole consideration. This requirement is now a mandate in the following Michigan Department of Corrections (State-MDOC) policies: Policy Directive 05.02.112 Education Programs for Prisoners, Policy Directive 06.05.104 Parole Eligibility, Interview and Decisions, and Policy D 06.05.135 Parole Release Processing.

The State-MDOC requires GED testing and scoring services to prevent being in violation of this Public Act and State-MDOC policies and procedures. As this Public Act changes, so may the commodities and services of the Contract.

The State-MDOC provides GED testing at 29 correctional facilities within its jurisdiction (Exhibit E). Over the past five years, approximately 10,000 GED subtests were administered annually by the State-MDOC. The State-MDOC assigns, trains, and certifies GED Examiners (Proctors) at each correctional facility to provide these services to maintain compliance of Public Act 320.

1.0 Requirements

1.1 In Scope

The Contractor must supply each GED-approved testing center within the State-MDOC jurisdiction with GED Computer-Based Testing (CBT) and the GED paper and pencil versions of GED 2002 (test booklets, answer sheets, scoring related services) Note: the paper and pencil version of 2002 will be eliminated when all testing centers are independently operating the CBT application.

Additionally, the Contractor must provide scoring services, transcripts/certificates, and maintain all GED scores indefinitely for all test takers. The Contractor will ensure the scores are available to the State-MDOC and shall be available to the test takers upon release to the community. If Public Act 320 mentioned above changes, so may the commodities and services of this Contract.

1.2 Work and Deliverables

The Contractor must provide deliverables/services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. The Contractor must ensure the Transitional GED Waiver Program (GED Waiver) is available to allow the State-MDOC to administer the paper and pencil version of the 2002 GED until the CBT application is entirely implemented within the State-MDOC. Both versions of the GED test may be administered until CBT is entirely implemented within State-MDOC.



The Transitional Waiver Program, as a continuation of the paper based GED® test, will continue be run as a joint program and performed in accordance with the Contractor's Policies and Procedures Manual for Paper Based Testing of 2002 Series GED® Test, attached as Appendix A. The Contractor will supply the State-MDOC approved testing center with the paper and pencil version of the test, along with related testing materials including answer sheets, by January 1 of each calendar year. Once the State-MDOC transitions to CBT the applicable test policy manual is the 2014 GED® Program Policy Manual, included as Appendix B.

2. The Contractor must supply the State-MDOC approved testing center with 2002 GED testing materials (test booklets, answers sheets, scoring related services) by January 1, each calendar year, until the GED waiver is exhausted.
3. The Contractor must score each GED subtest, notify the State-MDOC of scores, and provide GED-approved transcripts and/or certificates for each prisoner who completes the entire GED (includes paper/pencil tests and CBT scores) within 30 calendar days.

The Contractor will provide test-takers with transcripts and the State of Michigan High School Equivalency Credential through the optional program of GED Credentialing. GED Credentialing is a service provided to Michigan Department of Corrections at no cost, and it is the current fulfillment partner of the State of Michigan along with 18 other states.

4. The Contractor must indefinitely maintain GED records/reports of all subtest and complete battery tests. Scores shall be accessible to the State-MDOC 24 hours per day, 7 days per week via the Contractor's data application system.
5. The Contractor must deliver all GED testing materials in a secure approved package to the Records Office at the designated State-MDOC facilities. Secure test materials are stored in Contractor's secure warehouse. Test batteries will be ordered by the test center in December and fulfilled by the Contractor's warehouse, which delivers these materials in secured packages with tracking numbers.

Upon completion of the test, the test administrator will send the test form(s) and answer document(s) via a Contractor's prepaid, secure, traceable shipping method to the Contractor.

6. The Contractor must ensure exceptions be granted to deliver the CBT within the prison environment, if needed.
7. The State-MDOC will only provide payment for GED tests registered and/or completed. Any discrepancies regarding completion of a GED test must be resolved by the Contractor and State-MDOC prior to submitting an invoice for payment.
8. The Contractor may be requested to provide other related commodities and services as required by the State-MDOC. These may include other forms of a high school diploma or equivalency according to any changes made to the existing Public Act 320.



9. The Contractor must ensure CBT functions within the information technology environment approved by the State-MDOC and agree to the State of Michigan's General Security Requirements, Exhibit D. Currently, the State-MDOC is approved to deliver CBT within the Prisoner Program Information Network (PPIN).
10. The Contractor must provide a written request to the State-MDOC to negotiate discontinuing CBT on the PPIN environment.
11. The Contractor must ensure the State-MDOC online access to GED scores of test takers, and the GED statistical reporting, at all times.

1.3 Transition

The Contractor must allow the State-MDOC to continue paper/pencil testing until the entire State-MDOC jurisdiction is using the Computer Based Testing application. The State-MDOC will notify Contractor, in writing, when the MDOC Computer Based Testing application is totally functional.

1.4 Training

1. The Contractor must provide annual GED training and online/technical assistance for proctors and professional development for State-MDOC administrative staff during business hours of 7:00 a.m. – 5:00 p.m. EST, if needed.
2. The Contractor will be required to provide annual technical training for administrative and proctor staff to ensure all rules and regulations are current to administer the GED test within the prison environment, if needed.
3. The Contractor must provide educators access to professional development tools to help build better understanding of the test and its content, classroom tools to use with students, outreach materials to spread the word to the adult learning community, and additional information that answer questions about the GED testing program.

2.0 Staffing

2.1 Contractor Representative (Key Personnel)

1. The Contractor appoints the following Contractor Representative (Key Personnel) specifically assigned to the State-MDOC that will respond to inquiries regarding the Contract Activities, answer questions related to ordering and delivery, address issues with the delivery of the CBT, and other problems. This Contractor Representative (Key Personnel) must be located within the continental United States.

Adora Beard

2. The Contractor's toll-free number for the State-MDOC to make contact with the Contractor Representative (Key Personnel) is listed below.

877-392-3926



3. The Contractor Representative (Key Personnel) must be available for calls during the hours of 7:00 a.m. to 5:00 p.m. EST.
4. The Contractor's after-hours contact telephone number for emergency purposes is listed in the Standard Contract Terms.
5. The Contractor must notify the State-MDOC within 30 days if the Contractor Representative (Key Personnel) is removed or re-assigned. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
6. Reserved.
7. The Contractor must provide Help Desk access during business hours of 7:00 a.m. – 5:00 p.m. EST. The Help Desk must be located within the continental United States.
8. The Contractor must require all its employees working inside a MDOC correctional facility, to read and sign the MDOC Vendor Handbook (Exhibit F) upon award of Contract. The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the CCI, at the completion of the employee's orientation.

2.2 Reserved.

2.3 Technical Support, Repairs, and Maintenance

1. The Contractor's toll-free number for the State-MDOC for technical support, repairs and maintenance is listed below. The technical, support, repairs and maintenance location must within the continental United States.

1-877-EXAM-GED

For the CBT, outside of normal business hours, Pearson VUE Support Services (VSS) will be available via email (pvsupportdesk@pearson.com), through a toll-free number (1-800-704-3613) or online through a website (pvamericasvss@pearson.com)

2. The Contractor must be available for calls and service during the hours of 7:00 a.m. to 5:00 p.m. EST.
3. The Contractor's after-hours contact number for emergency purposes is listed above.

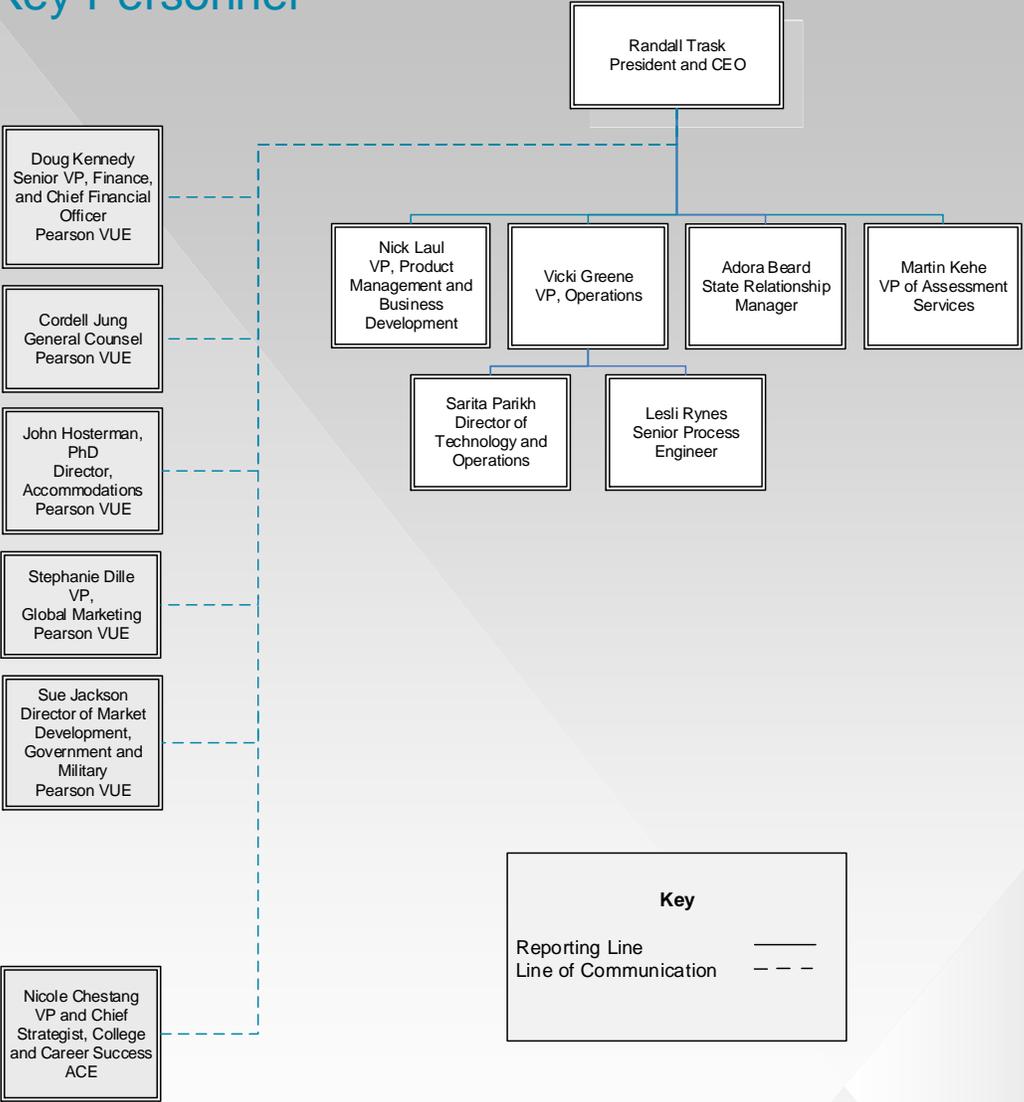
2.4 Reserved.

2.5 Organizational Chart

The Contractor's organizational chart that details staff members, by name and title, and subcontractors included in the delivery of the Contract is listed below.



GED Testing Service Key Personnel



Key

Reporting Line ———

Line of Communication - - -



2.6 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:



1. The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities is listed below.

Subcontractor name	Parchment
Subcontractor Representative	Ron Hyman
Address	6263 North Scottsdale Road Suite 330 Scottsdale, AZ 85250
Phone Number	O: 480-719-1646 M: 508-353-8880
Email	rhyman@parchment.com
Fax number	480-991-2333

Subcontractor name	Oklahoma Scoring Services (OSS)
Subcontractor Representative	John Cox
Address	2212 Westpark Drive Norman, OK 73069
Phone Number	405-364-8455
Email	jpc@okscoring.com
Fax number	480-991-2333

2. The relationship of the subcontractor to the Contractor.
3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
The Contractor will continue to employ Parchment, Inc. to fulfill GED® test transcripts and the State of Michigan high school equivalency certificates. Oklahoma Scoring Services is a leading provider of scoring services and brings a wealth of experience, knowledge and success in the scoring space. The Contractor and Oklahoma Scoring Services have fifteen-plus year relationship.
5. The Contractor assumes all responsibility for work, payment, and services provided by the subcontractors.
6. The Contractor's subcontractors involved in the delivery of the GED products and services are listed above.



2.7 Security

1. The Contractor must ensure all testing materials are delivered to the correctional facilities in secure boxes and marked "Confidential."

For testing under the Transitional Waiver Program (TWP), secure test materials are stored in the Contractor's secure warehouse. When each State-MDOC test center orders test batteries, the order is fulfilled by the Contractor's warehouse in secure boxes associated with tracking numbers. Upon receipt of the examination materials, the test center is required to store the materials in a secure location and is responsible for test scheduling and administration. Exam booklets may be used up to 15 times and are inspected after each use. The Contractor must track all booklets by code.

Upon completion of the test, the test administrator will send the test form(s) and answer document(s) via a Contractor prepaid, secure, traceable shipping method to the Contractor. The directions for administering the test will be securely destroyed by the test administrator and do not need to be returned to the Contractor. Upon receipt of the test form(s) and answer document(s) in a secure, controlled environment, they must be checked in and the data must be entered into the test driver, quality checked, scored, and securely stored. Returns of any defective materials will be handled in the same manner in the Contractor's office.

2. The Contractor is required to complete all security Law Enforcement Information Network (LEIN) checks and/or background check requirements as required by the State-MDOC before entering any correctional facility.

3.0 Project Management

3.1 Project Plan

The Contractor must carry out this project under the direction and control of the State-MDOC Program Manager.

3.2 Meetings

The Contractor may be required to attend annual meetings as requested by the State-MDOC.

3.3 Reporting

The Contractor must submit the following written reports to the State-MDOC Program Manager, upon request.

1. The Contractor must indefinitely maintain GED records/reports of all prisoners that tested and completed any GED subtests and the complete GED battery.
2. The Contractor must record these scores in the "GED Testing Program Statistical Report." In the future, GED Analytics will allow the State-MDOC to manage the reports in a more effective manner, in real time basis.
3. The Contractor must submit a report and/or notify the State-MDOC of scheduled dates when the CBT is not going to be available or inoperable
4. The Contractor must ensure reports are available for prisoners upon release to the community under the "My GED" portal.



4.0 Acceptance

4.1 Acceptance, Inspection, and Testing

The State-MDOC will use the following criteria to determine acceptance of the Contract Activities:

- The receipt of GED materials to each GED-approved testing correctional facility by January 1 of each calendar year for the Waiver Program, if needed.
- The scoring of each test answer sheet, developing and posting the necessary GED completion reports, generating the transcripts and printing all GED certificates for prisoners that pass the GED within 30 calendar days.

The 2002 Series and the new GED[®] tests are copyrighted tests and exclusively owned by the Contractor. The GED[®] testing materials, including but not limited to, the GED[®] test booklets, test items, answer sheets, answers, proctoring instructions, assessment guides, and any other ancillary materials shall remain the Contractor's property. For CBT, services developed for the State-MDOC and no rights in any software, test delivery system, or software applications described herein, including but not limited to the Pearson VUE test driver, GED Manager™, GED Analytics™, the GED[®] test, test items, test data, testing policies and procedures, customizations, and testing materials, will be transferred to State MDOC.

The Contractor acknowledges the State-MDOC will maintain ownership of its test-taker data and related archives. The test-taker may also agree to give the Contractor the right to use the test-taker's information for the GED Program and as agreed to by the test-taker.

5.0 Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be the purchase order.

6.0 Invoice and Payment

6.1 Invoice Requirements

1. Invoices must conform to the requirements communicated from time-to-time by the State-MDOC. All undisputed amounts are payable within 45 days of the State-MDOC's receipt. The Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State-MDOC is exempt from State sales tax for direct purchases and may be exempt from Federal excise tax, if Contract Activities purchased under the Contract are for the State-MDOC's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.



2. The State-MDOC has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State-MDOC will notify Contractor of any dispute within a reasonable time. Payment by the State-MDOC will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State-MDOC constitutes a waiver of all claims by Contractor against the State-MDOC for payment under the Contract, other than those claims previously filed in writing on a timely basis and still disputed.
3. The State-MDOC will only disburse payments under the Contract through Electronic Funds Transfer (EFT). The Contractor must register with the State of Michigan at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If the Contractor does not register, the State-MDOC is not liable for failure to provide payment.
4. Without prejudice to any other right or remedy it may have, the State-MDOC reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State-MDOC to Contractor under the Contract.
5. All invoices submitted to the State-MDOC must include: (a) date; (b) purchase order/Contract Number; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

6.2 Payment Methods

The State-MDOC will make payment for Contract Activities within 45 days of receipt of invoice, unless notified by the State-MDOC in writing of delay in payment.

7.0 Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$1,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

8.0 Additional Requirements

1. Prison Rape Elimination Act (PREA) of 2003 Public Law 108-79, Sept. 4, 2003 (Exhibit G)

The Contractor must comply with the Federal Register and the MDOC Prison Rape Elimination Act, 28 CFR Part 115, Prevention Plan. The Contractor must immediately refer any allegations or forms of sexual abuse or sexual harassment (staff-on-prisoner and prisoner-on-prisoner) to the MDOC Contract Compliance Inspector in writing. The Contractor shall ensure compliance with the National Standards to Prevent, Detect and Respond to Prison Rape, effective August 20, 2012 at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf>. See attached PREA standards. If the Contractor does not abide by these standards, it will be considered a breach of Contract.

2. The 2002 Series and the new GED[®] tests are copyrighted tests and exclusively owned by the Contractor. The GED[®] testing materials, including but not limited to, the GED[®] test booklets, test items, answer sheets, answers, proctoring instructions, assessment guides, and any other ancillary materials shall remain the Contractor's property. For CBT, notwithstanding anything contained in the RFP, its



attachments, or the resulting contract or award, nothing described herein or in performance of the resulting contract will be services developed for the State-MDOC and no rights in any software, test delivery system, or software applications described herein, including but not limited to the Pearson VUE test driver, GED Manager™, GED Analytics™, the GED® test, test items, test data, testing policies and procedures, customizations, and testing materials, will be transferred to State MDOC.

The Contractor acknowledges the State-MDOC will maintain ownership of its test-taker data and related archives. The test-taker may also agree to give the Contractor the right to use the test-taker's information for the GED Program and as agreed to by the test-taker.



STATE OF MICHIGAN

Contract No. 071B5500057

GED Testing Materials and Services

EXHIBIT B – Reserved



STATE OF MICHIGAN

Contract No. 071B5500057
GED Testing Materials and Services

EXHIBIT C PRICING

1. The Contractor's pricing schedule for the proposed Contract Activities is below. .
2. Price proposal includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Contractor's out-of-pocket expenses are not separately reimbursable by the State-MDOC.
4. Prices quoted are firm for the entire length of the Contract.

Contractor offered a one-year license to test on either paper or computer to up to 6,500 test-takers, which would also include up to two free retakes.

The license fee is an annual fee of **\$240,000**, billed and payable in four equal quarterly payments. This option provides MDOC with a fixed fee to offset the unpredictability of the transition of testing from paper to computer. The license fee would include all associated costs, such as the paper test battery fee, scoring, ancillary forms, and shipping costs, as well as the delivery, scoring and reporting services of computer-based testing.

The 6,500 count refers to the number of individuals each of whom would be entitled to take the entire battery (all four content areas) of assessments. In other words, if one prisoner takes all four tests (Math, RLA, Social Studies and Science) that would only count as one, not four.

Retakes are tracked by content area and the free retake offer is intended to allow up to two free retakes per content area. This collectively could represent eight free retakes.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and GED Testing Service (“**Contractor**”), a Delaware company. This Contract is effective on January 1, 2015 (“**Effective Date**”), and unless terminated, expires on December 31, 2015.

This Contract may be renewed for up to 4 additional 1 year period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.



If to State:	If to Contractor:
<i>Chelsea Edgett Constitution Hall, 1st Floor 525 W. Allegan St. Lansing, MI 48913 EdgettC@michigan.gov (517) 284-7031</i>	<i>Randy Trask 5601 Green Valley Drive Bloomington, MN 55437-1099 Randy.trask@gedtestingservice.com Office: (952) 681-3730 Mobile: (952) 250-2775</i>

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

If to State:	If to Contractor:
<i>Chelsea Edgett – DTMB-Procurement Constitution Hall, 1st Floor 525 W. Allegan St. Lansing, MI 48913 EdgettC@michigan.gov (517) 284-7031</i>	<i>Randy Trask 5601 Green Valley Drive Bloomington, MN 55437-1099 Randy.trask@gedtestingservice.com Office: (952) 681-3730 Mobile: (952) 250-2775</i>

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

If to State:	If to Contractor:
<i>Ladean Watts-George Department of Corrections P.O. Box 30003 Lansing, MI 48909 GeorgeL3@michigan.gov (517) 373-6047</i>	<i>Randy Trask 5601 Green Valley Drive Bloomington, MN 55437-1099 Randy.trask@gedtestingservice.com Office: (952) 681-3730 Mobile: (952) 250-2775</i>

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, or alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.



Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u> \$50,000 Each Occurrence</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u> \$5,000,000 General Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds, and (2) include a waiver of subrogation.</p>
Motor Vehicle Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Per Occurrence</p>	
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Employers Liability Insurance	
<p><u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.</p>	
Cyber Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>



Professional Liability (Errors and Omissions) Insurance

Minimal Limits:
 \$3,000,000 Each Occurrence
 \$3,000,000 Annual Aggregate

Deductible Maximum:
 \$50,000 Per Loss

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

- 7. **MiDEAL Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all MiDEAL payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
 Financial Services – Cashier Unit
 Lewis Cass Building
 320 South Walnut St.
 P.O. Box 30681
 Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. **Extended Purchasing Program.** The Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).



If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.



15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destinations, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.



The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities; Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.



24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.



Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **Reserved**
31. **State Data.**
- a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and



disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

- c. Extraction of State Data. Contractor must, within one (1) business day of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.



- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor



or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Reserved

35. Reserved

- 36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being



performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Prevailing Wage** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements.
41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections,



such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").



GEDTS 2014 Paper Policy and Procedure Manual



GED Testing Service
Policies and Procedures Manual
(for Paper Based Testing of 2002 Series GED® Tests)
2014 Edition

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Preface

Overview

By the terms of the GED® annual contract, anyone involved in administering the GED® test or any portion of the test is required to comply with and carry out the policies and procedures set forth in this *Policies and Procedures Manual*.

Questions, comments, or suggestions concerning this *GED Testing Service Policies and Procedures Manual* should be directed to GEDTSProgramSupport@gedtestingservice.com.

Introduction

The proper administration, supervision, and integrity of the GED testing program are joint responsibilities of participating jurisdictional departments or ministries of education, other contracting agencies, and GED Testing Service (GED Testing Service). In the case of U.S. federal correctional facilities and military installations, the GED testing program is the joint responsibility of the federal agency and GED Testing Service. Adherence to the policies and procedures established by GED Testing Service in concert with participating jurisdictions is vital to a successful testing program.

GED Testing Service endorses and abides by the National Council on Measurement in Education (NCME) Code of Professional Responsibilities in Educational Measurement. The GED Testing Service joins NCME in encouraging other organizations and individuals to uphold the principles of the NCME Code that are relevant to those aspects of their professions that relates to the GED testing program. A copy of the NCME Code may be viewed on the Internet at www.ncme.org/resources/fairtesting.cfm

Statement of Purpose

The GED® test was developed by the American Council on Education (ACE) and is now maintained and delivered by GED Testing Service. The GED® test is normed using a national sample of graduating high school seniors. The test is designed to provide an opportunity for adults who have not graduated from high school to earn their jurisdictions' high school–level educational diploma/certificate by measuring the major academic skills and knowledge associated with a high school program of study.

History

The first GED® test was developed in 1942 to measure the major outcomes and concepts generally associated with four years of high school education. Initiated by the United States Armed Forces Institute (USAFI), the original tests were administered only to military personnel so that returning World War II veterans could more easily pursue their educational, vocational, and personal goals.

The USAFI examination staff, composed of civilian testing experts, worked with an advisory committee established with the support and cooperation of the American Council on Education, National Association of Secondary School Principals, and regional U.S. accrediting associations.

The opportunity to document the attainment of high school–level academic skills served as a significant aid to the many service members whose academic careers had been disrupted during the war. During the 1950s, it became apparent that civilians could also benefit from the program— a need that ACE undertook to fulfill. Civilians were first allowed to take the GED® tests in 1952. The Veterans' Testing Service administered the



program from 1945 to 1963. In 1963, in recognition of the transition to a program chiefly for nonveteran adults, the name was changed to the GED Testing Service.

Since that time, the GED Testing Service has guided and directed a program that has served as many as one million candidates annually at more than 3,200 Official GED Testing Centers. Testing is also provided for military personnel stationed overseas, people confined in correctional and health institutions, and for U.S. civilians and foreign nationals overseas.

The acceptance of the GED® tests as a valid means of awarding a high school equivalency diploma/certificate is fundamental to the success of the GED testing program. All 50 U.S. states, District of Columbia, eight U.S. insular areas, ten Canadian provinces, and three Canadian territories use scores earned on the GED® tests as a basis for awarding high school equivalency credentials. Recent national surveys confirm that most U.S. employers and training programs treat the GED® credential in the same manner as a traditional high school diploma. In addition, most U.S. colleges and universities accept reports of GED test results as being the same as high school transcripts for admission purposes.

For more than 60 years, the GED® test has provided a means to obtain personal satisfaction, as well as to realize educational and occupational opportunities, for millions of adults who did not complete their formal high school studies. The GED® testing program provides high quality tests and promotes accessible testing services to individuals who may benefit from high school equivalency diplomas/certificates awarded by participating jurisdictions in the United States, Canada, and U.S. insular areas.

In March of 2011 GED Testing Service, LLC was formed as a joint venture between the American Council on Education and Pearson VUE. The GED® test is available in standard print form in U.S. and Canadian English-language editions, Spanish-language editions, and French-language editions. The English-, Spanish-, and French-language GED® tests are available in large-print and audiocassette editions. The English- and Spanish-language GED® tests are available in Braille editions.

Section 1: GED® Testing Program Policies

Overview

The Policies and Procedures Manual covers test use, staff qualifications and responsibilities, operating testing centers, proper test administration, candidate eligibility, accommodations for candidates with disabilities, and test security. Additional information with which all involved with the testing program must adhere is covered in the document, “Brand Usage Guidelines for Licensed Jurisdictions and Other Licensed Users.”

Jurisdiction administrators, chief examiners and examiners must comply with all guidelines as set out in the “Brand Usage Guidelines for Licensed Jurisdictions and Other Licensed Users.” This document can be downloaded from the Document Library of GED AccessPoint™.

The following policies broadly define the expectations for the GED® testing program and all GED® testing program personnel.

POLICY: GED® testing programs shall be conducted in accordance with (1) all policies and procedures as developed by GED Testing Service contained in this manual and (2) policies and procedures established by the respective jurisdictional agency responsible for administering the GED® test. Jurisdictional policies and procedures may in no way undermine, nor in any way be used to circumvent GED Testing Service policies and procedures. GED Testing Service has the authority to suspend GED® testing program



operations in a jurisdiction, disestablish the jurisdictional GED testing program, or close local testing centers temporarily or permanently if violations of policy are not readily resolved.

POLICY: It is the responsibility of the staff of GED Testing Service to review the existing procedures and policies at least annually and to recommend to GED Testing Service's executive vice president any changes and new policies, as needed or as required. It is also the responsibility of the GED Testing Service staff to interpret policies and to develop procedures for implementing them.

POLICY: Use of the GED[®] test other than as described in the Statement of Purpose is strictly prohibited, without the express written permission from GED Testing Service. Written authorization to use the GED[®] test for any purpose not described in the Statement of Purpose must be obtained in advance from the GED Testing Service. Misuses of the GED[®] test include but are not limited to use (1) for the purposes of grade placement or promotion; (2) as measures of student progress in instructional programs; (3) as a means of awarding academic credit (e.g., Carnegie units); or (4) as a means of awarding alternative credentials to currently enrolled high school students. The exception is for jurisdictions that are approved by GED Testing Service to operate the GED Option™ Program, and only then shall they test students in accordance with their approved GED Option™ Program plan.

POLICY: GED[®] and GED Testing Service are registered trademarks of the American Council on Education (ACE). Use of these registered trademarks must be done in accordance with GED[®] Brand Usage Guidelines.

POLICY ON RESPONSIBILITIES OF GED[®] EXAMINEES and OWNERSHIP OF TESTS, SCORES, and OTHER DATA: GED Testing Service is the exclusive owner of the GED[®] test and the responses to those tests, including all test questions, essay prompts, and essays. The GED[®] test is not the property of the examinee. The GED[®] test questions and essay prompts administered at GED[®] testing centers are the valuable, copyrighted property of GED Testing Service. As a condition of testing, an examinee agrees to maintain the confidentiality of all test questions and essay prompts administered to him or her. An examinee may not receive any unauthorized assistance while taking the GED[®] test. An examinee may not discuss specific test items or essay prompts with anyone other than the GED Examiner. An examinee must return all GED[®] test items to the GED Examiner at the conclusion of testing.

A disclosure of GED[®] test questions in any form by any means in violation of this confidentiality agreement undermines the integrity and security of the GED[®] test and is strictly prohibited. Any unauthorized access, reproduction, distribution, or disclosure of test questions by an examinee before, during, or after taking the GED[®] test is a violation of U.S. and international intellectual property laws and treaties. Available remedies will be pursued by GED Testing Service as appropriate, which may include criminal prosecution, a civil lawsuit seeking damages, or canceling or invalidating the examinee's GED[®] test scores and notifying entities that have received the examinee's GED[®] test scores.

In addition, a number of third parties perform services relating to the GED testing program. These third parties provide GED Testing Service with information from or about GED[®] examinees collected on forms that are prepared by GED Testing Service, or on modified versions of those forms. The information includes, but is not limited to, candidate demographic details, test scores, accommodation requests, and GED[®] Option™ Program testing authorizations. The GED Testing Service also owns this information, as it is reflected in the GED Testing Service records.

GED Testing Service reserves the right to update, change, and amend ownership policies at any time.



POLICY ON PRIVACY: GED Testing Service recognizes the privacy interests of GED® examinees. GED Testing Service is committed to respecting that privacy and keeping GED® examinees informed about our data privacy policies. Except as set forth below, the personally identifiable information an examinee provides when registering for the GED® tests is not made available to third parties without the examinee's permission. An examinee's personally identifiable information includes his or her name, address, identification number, date of birth, test dates, and test scores.

1. Research. GED Testing Service and third parties authorized by GED Testing Service may access and use GED® examinee data for research purposes, including research directed toward improving or reporting on the effectiveness of the GED® Testing Program. Any such access to GED® examinee information will be subject to a confidentiality requirement that prohibits the disclosure or publication of any information that allows individual examinees to be identified. Unless an examinee has indicated otherwise on the demographics form, GED Testing Service may contact an examinee to determine whether he or she is willing to participate in surveys that also are intended to improve or report on the effectiveness of the GED® Testing Program.

2. Legal Proceedings. GED Testing Service may disclose and provide access to personally identifiable examinee information in response to a subpoena or other order in a judicial or other governmental proceeding, or as otherwise required by law. To ensure test security, GED Testing Service may also disclose and provide access to personally identifiable information in order to detect, investigate, or prevent fraud or other unlawful activity or violations of GED Testing Service testing policies.

GED Testing Service has established safeguards to help prevent unauthorized access to or misuse of the examinees' personal information maintained by GED Testing Service, but cannot guarantee that examinees' personally identifiable information will never be disclosed in a manner inconsistent with this data privacy policy (for example, as a result of unauthorized acts by parties that violate applicable law or relevant web policies).

General Terms and Conditions

a. Confidentiality

In addition to the privacy policies included within the GED Testing Service Policies and Procedures manual, Jurisdiction shall maintain the confidentiality of GED Testing Service's confidential information and neither the Jurisdiction nor its subcontractors, employees, or agents shall use or divulge, or cause to be used or divulged, the GED Testing Service's confidential information or proprietary property without the express authorization of GED Testing Service except permitted or required to perform administration of the GED® test. GED Testing Service may immediately terminate the Jurisdiction's right to administer the GED® test for any violation of this provision. This provision shall survive the expiration or termination of the Contract #071B5500057 with the State of Michigan.

b. Disputes

In the event any controversy or claim arises out of or related to Contract #071B5500057 with the State of Michigan, or the breach thereof, the parties shall attempt to resolve the matter through discussions. If such discussions do not result in agreement between the parties, the parties shall consider engaging an outside mediator to assist in resolving the dispute. Only following these discussions may legal action be instituted.

c. Governing Law

See Section 43 of Contract #071B5500057.



d. Severability

The parties recognize the uncertainty of the law with respect to certain provisions of the Contract #071B5500057 with the State of Michigan and expressly stipulate that the Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of the Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted or modified so as to make them enforceable, and the validity and enforceability of the remainder of such provisions will be unaffected.

e. Independent Contractor

In administering the GED[®] test, Jurisdiction is acting independently and not as an agent of GED Testing Service. Nothing contained in the Contract #071B5500057 with the State of Michigan will create any association, partnership, or joint venture between the Jurisdiction and GED Testing Service. Jurisdiction will have no authority, express or implied, to commit or obligate GED Testing Service in any manner whatsoever.

f. Force Majeure

Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, strikes, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

g. Entire Agreement

The Contract #071B5500057 with the State of Michigan including the Exhibit(s), and the GED Testing Service Policy and Procedure Manual, contain the entire understanding and agreement between the parties related to its subject matter. The current year Contract #071B5500057 with the State of Michigan supersedes any and all other agreements and understandings, whether oral or written, related to its subject matter, and may only be amended by a written document signed by both Jurisdiction and ACE.

h. Survivability

It is mutually agreed that the terms of this Contract #071B5500057 with the State of Michigan and any GED Testing Service[®] Policies and Procedures, which, by their nature, should reasonably survive termination or expiration of the Contract #071B5500057 with the State of Michigan will survive.

POLICY ON THREAT ASSESSMENT AND DISPENSATION: GED Testing Service ("GEDTS") is committed to maintaining an environment where people feel safe to carry out the Testing Service's mission. We take seriously any reports from credible sources that a Candidate is a danger to himself/herself or to others. Accordingly, we have adopted the Policy below. This Policy applies to any GEDTS-sponsored programs or events.

1) Test-taker who may be a danger to self or others

Any Test-taker who meets the following criteria may be prohibited from participating in GED Testing Service-sponsored programs, until cleared to do so by GED Testing Service's Director of Disability Services & Accessibility ("Director of Disability Services & Accessibility") or the GED Testing Service's Vice President, Operations ("Vice President, Operations"), in accordance with the clearance procedure set forth in paragraph



three: (a) has recently stated an intent or desire to harm himself/herself or another, (b) has recently attempted to harm himself/herself or another, (c) has recently harmed himself/herself or another, or (d) has recently engaged in conduct that in the judgment of GED Testing Service demonstrates that s/he is a danger to himself/herself or another. “Recently” is defined as within the previous 12 months. This limitation on participation is not punitive in nature and is solely for the protection of the Test-takers and others.

2) Incident Reporting

If a GED Testing Service-related professional (GED Testing Service staff person, GED Administrator™, or GED® Examiner) observes a Test-taker (a) stating an intent or desire to harm himself/herself or another, (b) attempting to harm himself/herself or another, (c) harming himself/herself or another, or (d) engaging in conduct that demonstrates that the Test-taker is a danger to himself/herself or another, the employee should notify the appropriate law enforcement entity. In addition, the following other personnel should also be notified: Director of Disability Services & Accessibility, Vice President, Operations, and the Jurisdictional GED Administrator™.

If a GED Testing Service-related professional receives a credible report that a Test-taker may be a danger to himself/herself or others, this report should be provided to the Director of Disability Services & Accessibility—regardless of whether or not the person in question is reported to have a disability. A *credible report* could include, but is not limited to, direct observation of conduct that demonstrates that the Test-taker may pose a danger to himself/herself or others or a medical or psychological report from a qualified health care provider suggesting that the Test-taker may pose a danger to himself/herself or others.

3) Clearance Procedure

(a) Notice

The Director of Disability Services & Accessibility or the Vice President, Operations may notify a Test-taker who is deemed to be a danger to himself/herself or others that he/she is prohibited from participating in GED Testing Service-sponsored programs, including taking the GED® tests, until the Test-taker receives approval of the Director of Disability Services & Accessibility or Vice President, Operations in accordance with this clearance procedure. Any such notice will also be provided to the GED® Jurisdictional Administrator.

If, after a Test-taker has been so notified, he or she violates such prohibition, such violation may result in invalidation of the Test-taker’s test results and/or permanent exclusion from any future GED Testing Service-sponsored programs and events.

(b) Evaluation by a qualified mental health professional

Before the Director of Disability Services & Accessibility or Vice President, Operations or designee will clear a Test-taker to participate who has been prohibited from participation, the Test-taker must provide a *written report* by a licensed mental health professional of the Test-taker’s choice (either a psychologist or psychiatrist, or other similarly qualified and licensed mental health professional). This written report must: a) be signed and dated by the professional no more than 30 days prior to the GED Testing Service-sponsored event in which the Test-taker desires to participate; b) be written on the licensed mental health provider’s letterhead; and c) provide a statement by the professional indicating that the Test-taker is not expected to pose a danger to himself/herself or others while taking the GED® tests. The cost, if any, for such report, as well as for any related consultation, evaluation or treatment shall be the responsibility of the GED® Test-taker.

(c) Clearance to participate

Based upon the written report by the mental health professional, the Director of Disability Services & Accessibility or the Vice President, Operations will make a decision as to the Test-taker’s fitness to participate in GED Testing Service-sponsored programs. This decision will be made within 10 business days following receipt of the mental health professional’s report, and may be made in consultation with GED Testing Service-



contracted mental health professionals. GED Testing Service reserves the right to require the Test-taker to sign a *Release of Information Form*, permitting GED Testing Service to contact the Test-taker's mental health provider directly, for the purpose of determining whether or not to clear the Test-taker to participate in GED Testing Service-sponsored programs. If the report does not provide clear guidance or if GED Testing Service has further questions, GED Testing Service may contact the mental health professional who prepared the report and/or seek guidance from contracted mental health experts for further clarification and guidance on the matter.

If the Director of Disability Services & Accessibility or the Vice President, Operations determines, based on the guidance of the treating professional and/or contracted mental health experts, that the Test-taker is cleared to participate in GED Testing Service-sponsored programs, this clearance will be communicated to appropriate GED Testing Service officials including the jurisdictional GED Administrator™, thus enabling the Test-taker to participate in GED Testing Service-sponsored programs or events.

If the Director of Disability Services & Accessibility or the Vice President, Operations determines, based on the guidance of the treating professional and/or contracted mental health experts, that the student is not cleared to participate, such official will provide the Test-taker with written notice regarding which activities or programs are prohibited, the length of the prohibition, and the conditions (if any) for re-admittance to those activities or programs. This decision that the Test-taker has not been cleared will be communicated to appropriate officials including the jurisdictional administrator.

(d) Unavailability of the Director of Disability Services and the Vice President, Operations

In the event that the Director of Disability Services & Accessibility and the Vice President, Operations are unavailable to perform any task pursuant to this policy, the GED Testing Service Vice President for Products or other designated officer may act.

(e) Appeal of the decision

If GED Testing Service determines that the Test-taker is not cleared to participate in GED Testing Service-sponsored programs, at that time, in accordance with the policies and procedures outlined above, the Test-taker has the right to file an appeal to GED Testing Service's President or his or her designee. The appeal must be submitted to GED Testing Service in writing within five (5) business days of the Test-taker receiving the decision. GED Testing Service's President or designee shall review the written appeal and may confer with the GED Testing Service official who made the decision, as well as any GED Testing Service-contracted mental health professionals. The decision of GED Testing Service's President or designee is final. Notification of the appeal decision shall be made in writing to the Test-taker as well as the jurisdiction administrator.



Section 2: GED® Testing Program Staff: Qualifications, Selection or Replacement, Training, and Responsibilities

Overview

The GED® testing program is sponsored jointly by GED Testing Service and state, provincial, or territorial departments or ministries of education, or other jurisdictional agencies. The chief administrative officer at each respective jurisdiction designates a GED Administrator directly responsible for the operation, management, and secure administration of the GED® testing program throughout the jurisdiction. Chief examiners, examiners, and proctors are appointed locally with approval of the GED Administrator and GED Testing Service. Working together, this group of local, jurisdictional, and GED Testing Service staff form the GED testing program and help nearly 500,000 individuals each year earn a high school equivalency credential.

2.1 Qualifications of the GED Administrator

POLICY: Chief administrative officers of state, provincial, or territorial agencies participating in the testing program shall appoint a qualified individual to administer and oversee all aspects of GED® testing in his or her respective jurisdiction.

New GED Administrators are professional and experienced educators who must hold a master's degree and have experience in adult education, educational administration, testing, or counseling, and who must be knowledgeable about the GED testing program or educational testing and measurement.

GED Administrators should be full-time employees charged with responsibility for the GED testing program. Each GED Administrator must have the authority to enter into contracts that pertain to the GED testing program on behalf of the jurisdiction. Should a jurisdiction wish to appoint an administrator who does not have a master's degree, the request for waiver should be addressed to the director of paper-based testing operations.

2.2 Selection or Replacement of a Jurisdiction's GED Administrator

The GED Administrator is a jurisdiction's authorized liaison with GED Testing Service. The chief administrative officer of the participating jurisdictional agency shall formally notify GED Testing Service of the appointment and the effective appointment date of the GED Administrator using the Administrator Appointment form, which can be requested from the operations unit. When it becomes necessary to appoint a temporary or acting GED Administrator, the jurisdiction must notify GED Testing Service promptly, including the expected length of time of the temporary or acting appointment.

Failure to appoint a replacement or acting GED Administrator may require the temporary suspension of GED testing in the jurisdiction until an appointment is made.

2.3 Training of the GED Administrator

New GED Administrators will receive training from GED Testing Service. Training will begin within four weeks after GED Testing Service's notification of the appointment.

2.4 Responsibilities of the GED Administrator

The GED Administrator is responsible for policy implementation, administration of the program, and supervision of all official GED® testing centers within the jurisdiction. The GED Administrator is the person with



whom GED Testing Service has regular and direct contact regarding policies, procedures, and issues. GED Testing Service relies upon the GED Administrator to ensure that all official GED® testing centers in the jurisdiction conform to GED Testing Service policies and procedures, as well as to any jurisdictional or local requirements.

The GED Administrator's specific duties are as follows:

2.4-1 Administration

The GED Administrator shall:

- A) Administer the GED® testing program within the jurisdiction in compliance with the *Policies and Procedures Manual*.
- B) Approve locations for official GED® testing centers.
- C) Recruit, select and approve the appointment of chief examiners, examiners, and proctors.
- D) Coordinate all jurisdictional contracts.
- E) Monitor contracts and orders of secure testing materials placed by official GED® testing centers.
- F) Ensure the maintenance of accurate and complete GED® candidate records.
- G) Develop test administration cost information to support a reasonable and equitable testing fee.
- H) Monitor jurisdictional GED® testing centers, to include test administration, record keeping, and storage of secure materials, through regular site visits.
- I) Assist GED Testing Service in contacting testing centers to ensure prompt payment of all invoices.
- J) Assist GED Testing Service in contacting testing centers to ensure prompt return of materials at the end of each contract year.
- K) Ensure that testing centers comply with all applicable GED Testing Service policies and procedures as well as state laws and regulations governing GED® testing.
- L) Provide examiner training that aligns with GED Testing Service Policies and Procedures.¹
- M) Ensure timely review of requests for testing accommodations.
- N) Assist in joint research activities with the GED Testing Service as requested.
- O) Administer the test two times a year.

2.4-2 Outreach

The GED Administrator shall:¹

- A) Cooperate with the GED Testing Service in marketing and public relations activities.
- B) Ensure accessibility to GED® testing for all populations.
- C) Serve as liaison with adult education instructional programs in order to keep teachers informed of developments in the GED® testing program.
- D) Promote cooperative programs with adult education to provide graduation and scholarship programs for GED® test graduates.
- E) Develop cooperative links with higher education and the workplace to promote accessibility for GED® test graduates.

2.4-3 Staff Development

The GED Administrator shall:

- A) Hold annual meetings of all GED Chief Examiners™ and GED Examiners™ within the jurisdiction. Meeting may be held via teleconference and as necessary based on the size of the jurisdictions paper based testing program.



- B) Provide training for all newly appointed GED Chief Examiners and GED Examiners prior to their first test administrations.
- C) Provide ongoing staff development.

2.4-4 Test Security

The GED Administrator shall:

- A) Inspect each official GED® testing center before it is established and before approving a change of location.
- B) Approve and review contracts with official GED® scoring sites.
- C) Review emergency plans and written receiving plans annually for each official GED® testing center in the jurisdiction.
- D) Monitor one-fourth of test centers annually.
- E) Close official GED® testing center(s) or cancel contracts with official GED® scoring site(s) when a violation of security procedures occurs and whenever circumstances warrant such action.
- F) Oversee investigations of security violations appropriately, including onsite visits whenever feasible.
- G) Participate in GED Testing Service audits of official GED® testing centers, electronic scoring sites, and essay scoring sites.

2.4-5 Attendance at National Meetings

Each GED Administrator is mandated to attend the annual GED Administrators' Conference sponsored by GED Testing Service as outlined in Contract #071B5500057 between GED Testing Service and the State of Michigan. GED Testing Service provides a subsidy to each administrator to cover a major portion of the expenses incurred in attending this conference. The GED Administrator may designate an authorized representative to attend the national conference in his or her place by notifying GED Testing Service. 1 GED Administrators are not required to be directly involved in all examiner training. However, the GED Administrator must ensure that training is provided.

2.5 Staff Required for an Official GED® Testing Center

The official GED® testing center staff consists of the following: GED Chief Examiner, GED Examiner(s), and GED Proctor(s). The selection of staff members to operate an official GED® testing center is essential to the integrity of the GED testing program. Access to GED® tests is limited exclusively to GED Chief Examiners and GED Examiners, or GED Proctors under the direct supervision of a GED Chief Examiner or GED Examiner. Any teacher involved in GED preparation classes cannot be a GED Chief Examiner, GED Examiner, or a GED Proctor.

POLICY: Persons instructing potential candidates for the GED® tests, particularly as teachers in Adult Basic Education (ABE), Adult Literacy, GED® test instruction, secondary education programs, adult secondary education programs, alternative high school education programs, and developmental education staff cannot be appointed as GED Chief Examiners, GED Examiners, or GED Proctors, or otherwise have any access to any secure GED testing materials. Any exception must be approved by GED Testing Service.

In some jurisdictions, support staff is used to register students and assist with test site/room preparation. Any persons who will be in the testing room during testing must meet the requirement and must have been trained as proctors. Under no circumstances should proctors be allowed to handle testing materials without direct supervision of a GED Chief Examiner or GED Examiner.



2.6 Appointing Staff Members for an Official GED® Testing Center

The chief administrative officer for each agency or institution that hosts an official GED® testing center (e.g., the superintendent of the school district or the president or dean of the college where the official GED® testing center is located) signs the annual contract and is responsible for selecting the GED Chief Examiner.

Official GED® testing center staff members are employees of the agency or the institution that hires them, not of GED Testing Service. Their compensation, conduct, and supervision are, therefore, the exclusive responsibility of the hiring agency or institution; except in their role as examiners, when they are bound to comply with all GED Testing Service policies and procedures. Examiners may be removed from examiner duties by the jurisdiction administrator or by the Testing Service.

2.7 Educational Requirements for GED Chief Examiners, GED Examiners, and GED Proctors

2.7-1 Requirements for GED Chief Examiners and GED Examiners

POLICY: GED Chief Examiners must hold at least a bachelor's degree from a nationally accredited college or university and shall have experience in teaching, training, counseling, or testing. GED Examiners must have a bachelor's degree from a nationally accredited college or university and experience in teaching, training, counseling, or testing; at least an associate degree from a nationally accredited college or university and three years of experience in teaching, training, counseling, or testing; or college-level coursework and experience as a testing proctor at the discretion of the jurisdictional GED Administrator.²

2.7-2 Training Requirements for GED Chief Examiners and GED Examiners

POLICY: Jurisdictional agencies shall ensure the provision of (1) training for all new GED Chief Examiners and GED Examiners prior to their first test administration sessions, and (2) at least one annual training session for all GED Chief Examiners and GED Examiners.

2.7-3 Requirements for GED Proctors

POLICY: GED Proctors shall have a high school diploma or GED® diploma/certificate. GED Proctors are selected by the GED Chief Examiner and must be approved by the state administrator. GED Proctors are not permitted to conduct a testing session under any circumstances. GED Proctors may not substitute for GED Examiners. GED Proctors shall always work under the direct, constant supervision of a GED Chief Examiner or GED Examiner.

2.7-4 Training Requirements for GED Proctors

POLICY: GED Chief Examiners shall provide training sessions for all GED Proctors prior to any assistance during test administration.

² The GED Administrator must verify the qualifications of each GED Chief Examiner and GED Examiner. Newly appointed GED Chief Examiners and GED Examiners shall receive in-service training and shall serve under either an experienced GED Chief Examiner or the GED Administrator during at least two full GED testing sessions before assuming duties as GED Chief Examiner or GED Examiner.



2.8 Responsibilities of GED Chief Examiners, GED Examiners, and GED Proctors

It is important that each GED Chief Examiner, GED Examiner, and GED Proctor understands his or her role specific to the GED® testing program.

2.8-1 General Responsibilities of GED Chief Examiners and GED Examiners

GED Chief Examiners and GED Examiners shall:

- A) Comply with all jurisdictional policies and procedures.
- B) Manage and oversee a high-quality testing program that ensures access for all qualified candidates and ensures the integrity of the GED® tests and their administration.
- C) Maintain the overall quality of the testing program at official GED® testing centers.
- D) Ensure that all staff members under their supervision comply with the contractual obligation to follow the policies of the *Policies and Procedures Manual*.
- E) Respond to the needs of the community and comply with all applicable legal requirements relating to the activities of official GED® testing centers.

2.8-2 Specific Responsibilities of GED Chief Examiners and GED Examiners

- A) At the beginning of each contract year, the GED Chief Examiner must:
 1. Sign the GED Annual Contract (Form L-1) and the Test Security Memorandum, (Form L-27) and obtain the signatures of the chief administrative officer and the GED Examiner(s).
 2. Place an accurate order and arrange for prompt payment for all testing materials.
 3. Create and implement a written receiving plan for secure testing materials and train all official GED® testing center staff members to follow the plan. The plan must include how to receive and store secure materials if the GED Chief Examiner or GED Examiner is not present when materials arrive.
 4. Upon receipt from GED Testing Service, immediately inventory and place into secure storage all secure testing materials within one business day.
 5. Develop a written, GED®-specific emergency plan (see Section 3.11 of this manual), and train all official GED® testing center staff members to follow the plan.
- B) While preparing for and administering the tests, the GED Chief Examiner or Examiner must:
 1. Verify the identity and eligibility of each GED® candidate.
 2. Maintain testing surveillance logs, seating charts, and other documentation as required.
 3. Maintain the security of all GED® testing materials.
 4. Prepare a written inventory of all secure testing materials used during each test administration and maintain the inventory documentation in the permanent secure storage area.
 5. Conduct testing sessions in accordance with GED Testing Service policies and procedures as set forth in this *Policies and Procedures Manual* and in any supplemental memorandums from GED Testing Service.
 6. Control testing sessions by following all GED Testing Service policies and procedures for conducting a testing session under standard conditions or, when appropriate, with accommodations for candidates with disabilities. (See sections 9 and 10 of this manual.)
- C) Throughout the contract year, the GED Chief Examiner must:
 1. Select, train, and monitor GED Examiners and GED Proctors.
 2. Administer complete battery of GED® tests no fewer than four times each year, unless the official GED® testing center administers GED® tests fewer than four times per year.



3. Inventory and check the condition of all secure testing materials when received from GED Testing Service; prepare a written inventory at the beginning and end of each testing session and on a monthly basis when the tests are not in use.
- D) Throughout the contract year, the GED Chief Examiner and Examiner must:
1. Adhere to GED Testing Service policies regarding preparing and submitting GED® testing materials for scoring.
 2. Report test results to GED® candidates in a timely, confidential manner.
 3. Inform the GED Administrator of all disruptions or suspicious events that take place during any testing session promptly and in writing, by using a Report of Testing Irregularity (Form L-40).
 4. Conduct investigations into test compromises and testing irregularities.
 5. Schedule and publicize testing sessions for the local community.
 6. Make information about accommodations available and provide accessible testing with approved accommodations for GED® candidates with disabilities.
 7. Attend appropriate examiner meetings sponsored by the jurisdiction.
 8. Cooperate in research and surveys sponsored by GED Testing Service or by the GED Administrator.
 9. Provide information about the GED® tests to civic groups, adult educators, and high school counselors.
 10. Implement local initiatives (e.g., GED® graduations, GED® awards ceremonies, and GED® free testing days).
 11. Send clippings of local program press coverage of the local program to the GED Administrator.
- E) At the end of each calendar year, the GED Chief Examiner must:
1. Inventory and return all secure GED® testing materials to GED Testing Service no later than 30 days after the end of the contract year.
 2. Use that contract year's picking plan to validate all secure materials being returned.

2.8-3 Responsibilities of GED Proctors

GED Proctors are always under the direct and constant supervision of a GED Chief Examiner or GED Examiner during the test session.

The duties of GED Proctors are limited to the following, except as prescribed in an emergency plan:

- A) Walk the testing area and make sure that test candidates are:
 1. Working in the correct sections of test booklets or answer sheets.
 2. Marking the answer sheets and booklets correctly and NOT marking in the test booklets.
 3. Not colluding, cheating, or committing any other improprieties or irregularities.
- B) Promptly alert the GED Chief Examiner or Examiner to any irregularities.
- C) Maintain the test surveillance log and seating chart.
- D) Assist with testing accommodations, as requested by the GED Chief Examiner or Examiner.
- E) GED Proctors may assist in distributing and picking up materials during test administration.

2.9 Staffing Policy Requirements for Staffing an Official GED® Testing Center

POLICY: At a minimum, one GED Examiner must be present at each administration of the GED® tests to 20 or fewer candidates. For each additional group of up to 20 candidates, an additional GED Proctor or GED Examiner must be present.



Best practice: One GED Examiner and one GED Proctor are present at a test administration for 20 or fewer candidates. For each additional 20 candidates, an additional staff person (GED Examiner or GED Proctor) should assist with the test administration.

When determining the number of examiners required to staff an official GED testing center, the GED Administrator should base the decision on the following criteria:

- A) The examiner's regular availability to administer the GED® tests.
- B) The number of candidates regularly tested in a testing session.
- C) The frequency of an official GED testing center's testing sessions.
- D) The scheduled work time required for examiners to address GED® testing program concerns.

2.9-1 Need for Additional Personnel at Specific Testing Sessions

If the GED® tests are being administered to a candidate who has a disability, the official GED® testing center staffing plan shall include having an appropriate number of people available to assist. For testing sessions conducted in correctional facilities, prison guards may be present if they meet the eligibility requirements for GED Proctors and have been trained. For candidates with medical needs or disabilities, appropriate professionals may be assigned and remain present as necessary.

2.10 Procedures for Appointing or Changing Staff Members at and Official GED® Testing Center

- A) If the position of GED Chief Examiner is vacant, the official GED® testing center's chief administrative officer is responsible for ensuring the security of restricted materials until a new GED Chief Examiner has been appointed and trained. With the approval of the GED Administrator, the chief administrative officer may offer this responsibility to a trained and experienced examiner.
- B) The GED Chief Examiner must request and receive approval for new GED Examiners from the GED Administrator using Form L-10 before they are permitted to administer the GED® test.
- C) The GED Administrator must review Form L-10 for each nominee for the position of GED Chief Examiner or GED Examiner to determine whether the nominee meets the criteria and qualifications as specified by GED Testing Service, as well as any additional criteria or requirements specified by the jurisdiction. If the GED Administrator rejects an appointment, the GED Administrator will notify the official GED® testing center of such action. If the GED Administrator approves an appointment, the GED Administrator will complete the online L-10 form and submit to GED Testing Service.
- D) GED Testing Service reviews all appointments for GED Chief Examiner and GED Examiners. E-mail notification of acceptance is sent to the GED Chief Examiner or Examiner and to the GED Administrator. If an appointment is not accepted, the GED Testing Service will advise the GED Administrator by e-mail.
- E) New GED Chief Examiners and GED Examiners shall not conduct any testing until the GED Testing Service has received written acknowledgment of their appointment and after they have completed training.
- F) The jurisdictional GED Administrator approves the appointment of GED® proctors recommended by the GED Chief Examiner. No paperwork for GED proctors is forwarded to GED Testing Service. GED proctors approved by the GED Administrator may not assist with test administration until they have completed training.



Section 3: Procedures for Opening an Official GED® Testing Center

Overview

GED Testing Service, in response to recommendations from the jurisdictional agencies that are responsible for the administration of the GED® testing program, may authorize the establishment of GED® testing centers in eligible local agencies and institutions within the jurisdiction. The GED Administrator will decide to establish a GED® testing center on the basis of the need for service in the area and on the ability and willingness of the eligible agency or institution to follow GED Testing Service policies and requirements for establishing and operating a GED® testing center.

3.1 Establishing an Official GED® Testing Center

Under the following established policies, GED Testing Service approves the opening of all new official GED® testing centers. Official GED® testing centers are facilities that provide standard secure testing administration to eligible candidates who wish to earn their jurisdictions' high school equivalency credential. Before opening an official GED® testing center, the GED Administrator must first complete Form L-75 and submit the completed form for approval via fax to (202)464-4853.

3.2 Where an Official GED® Testing Center May Be Established

POLICY: Upon authorization by the jurisdictional GED Administrator, GED Testing Service may approve the establishment of an official GED® testing center at the following locations:

- A) Public schools or other appropriate facilities of a local education agency (LEA).
- B) Public postsecondary educational institutions accredited by the jurisdictional department of education or other jurisdictional agency responsible for administering the GED® testing program.
- C) Military installations overseas or in the United States.
- D) Veterans Administration (VA) hospitals and medical centers, and federal correctional and health installations.
- E) Jurisdictional correctional facilities that have established a school inside the facility.
- F) Other nonprofit institutions and agencies only by special authorization of the GED Testing Service.

A jurisdiction may establish additional limitations on where that jurisdiction's official GED® testing centers may be established.

3.3 Procedural Steps for Opening an Official GED® Testing Center

GED Testing Service establishes and regularly updates policies regulating which agencies or groups may become an official GED® testing center. These policies incorporate the following recommended procedures:

- A) The local school board, community college, department or ministry of education office, military or jurisdictional correctional agency, or other appropriate institution demonstrates that there is a need to establish a new official GED® testing center.
- B) The board, office, agency, or institution contacts the GED Administrator to discuss the need for establishing a new official GED® testing center. Operational aspects of a GED® testing center, including test security, quality assurance, and examiner



qualifications and responsibilities must be discussed.

C) The GED Administrator reviews the feasibility of other options, such as adding a transportation addendum to the contract of an established official GED® testing center and advises whether the process continues or goes no further.

D) The board, office, agency, or institution completes a formal request to establish an official GED® testing center (Form L-75) and staff appointment form (Form L-10) for each prospective examiner.

E) The GED Administrator or designee conducts a site visit to ensure appropriateness of the location for GED testing; discusses institutional responsibilities with the GED Chief Examiner and Chief Administrative Officer of the hosting agency/institution (superintendent of local school district, president of community college, etc.) and meets with potential personnel at the official GED® testing center.

F) The GED Administrator submits Form L-75 to GED Testing Service.

G) GED Testing Service sends the contract to the GED Administrator. The test security memorandum is completed. The GED Administrator then forwards the contract and the *Policies and Procedures Manual* (PDF version) to the new center's GED Chief Examiner.

H) GED Testing Service sends a welcome letter to the testing center.

I) The GED Administrator ensures the provision of GED Testing Service-approved training for the new GED Chief Examiner and GED Examiner(s).

J) GED Testing Service ships secure testing materials and a packing slip to the official GED® testing center.

K) The GED® Administrator or designee provides support and technical assistance as needed.

3.3-1 Institutional Requirements

POLICY: For an institution to be eligible and remain eligible to administer GED® tests, the testing program must develop written operational procedures and provide the following assurances:

A) The testing program staff shall comply with all applicable state, federal, provincial, and local laws and regulations.

B) The testing fee, if any, shall be reasonable and reflect locally prevailing charges, especially when the rate is not mandated by the jurisdictional agency.

C) Provision of suitable physical facilities:

- 1 Secure area in which GED® testing center staff can work.
- 2 Dedicated secure storage for all GED® testing materials.
- 3 Quiet, clean, comfortable, well-lit testing rooms.
- 4 Adequate seating space to discourage copying or collaborating.
- 5 Chairs, seating, desks, and writing surfaces suitable for adults.
- 6 Space accessible and conducive to candidates with disabilities.
- 7 A testing environment free of distractions/interruptions.

D) Provision of full testing support services:

- 1 Commitment to the values and traditions of the GED® testing program.
- 2 Convenient testing schedules based on community needs.
- 3 Written emergency plan for handling testing interruptions and irregularities.
- 4 Information to help candidates make informed decisions about GED® testing.
- 5 Detailed and accurate recordkeeping.
- 6 Accessibility and availability of information on test accommodations for GED® candidates who have disabilities.
- 7 Conduct outreach and marketing activities.



E) Cooperation with GED Testing Service:

1. Data provided as requested for research.
2. Prompt payment of all invoices (within 30 days).

F) Assurance of test security:

1. Full compliance with all policies and procedures listed in the *Policies and Procedures Manual*.
2. Immediate notification to GED Administrator and GED Testing Service when test compromise is identified.
3. Prompt return of secure testing materials at the end of the contract year.
4. Commitment to conduct all required inventories.
5. Training for all GED® testing center staff on the center's customized written emergency plan and plan for receiving secure materials.³

3 If shipments are received outside the official GED testing center, the written plan must identify the delivery route to the center.

3.4 Establishing Addendum Testing Sites

In areas where establishing a GED® test center is not feasible, the local GED Chief Examiner may request approval from the GED Administrator for a transportation addendum (Form L-25) to the annual contract. This addendum would allow the GED Chief Examiner and GED Examiner to transport test booklets to an approved site and conduct testing at this site. (In certain jurisdictions, transportation addenda are not permitted.)

3.5 Establishment of Addendum Sites

POLICY: GED® tests may be administered only at official GED® testing centers or at alternate sites as approved by the jurisdictional GED Administrator and GED Testing Service and reflected on the annual contract.

Examples of acceptable addendum sites include, (but are not limited to):

- A) Sites of vocational training programs (e.g., Job Corps and high school equivalency programs), where an official GED® testing center cannot be established.
- B) Local jails and hospitals.
- C) Workplaces that provide instruction.
- D) Educational institutions where a low overall testing volume does not justify establishing an official GED® testing center, but the testing volume is high enough periodically to justify the expense of sending a GED Examiner to the site to test.
- E) Certain proprietary schools, where an official GED® testing center cannot be established.

Staff members at any addendum site are not eligible to serve as GED Chief Examiners or GED Examiners. At the administrator's discretion, addendum staff not involved in instruction may be trained and serve as proctors.

3.6 Procedures for Establishment of an Addendum Site

- A) The GED Chief Examiner submits Form L-25 (Request for Transportation Addendum) to the GED Administrator for permission to transport secure testing materials to an appropriate testing site. The GED Chief Examiner must provide justification of the need to test at the proposed site and assurance that the addendum site is a suitable facility for GED® testing. The GED Chief Examiner must also



- ensure that only approved GED Examiners will transport secure testing materials, and that appropriate inventory procedures will be followed for any testing materials transported to an addendum site.
- B) The GED Administrator forwards Form L-25 to the GED Testing Service for review and approval.
 - C) GED Testing Service amends the annual contract and forwards the amendment to the GED Administrator, who then forwards it to the GED Chief Examiner.
 - D) The testing center's chief administrative officer and the GED Chief Examiner must sign the amended contract and return it to the GED Administrator, who signs and returns it to GED Testing Service.
 - E) After receiving the amended contract, the testing center may begin testing at the addendum site.
 - F) Subsequent contracts will bear the name of any and each addendum site(s) that has been added or deleted to the file of an official GED[®] testing center.

3.7 Authorization to Transport and Administer GED[®] Tests at Addendum Site

POLICY: Only GED Chief Examiners or GED Examiners may transport secure materials to an approved addendum test site. Secure materials shall be transported in a secure container and stored in a secure location.

Special permission from GED Testing Service is required if secure GED[®] testing materials need to be mailed to an addendum site.

3.8 Security of Testing Materials at an Addendum Site

Security procedures must be followed when transporting secure GED[®] testing materials to an addendum site:

- A) To ensure that no materials have been misplaced, a complete inventory of all secure testing materials must be conducted
 - 1 Before leaving the official GED[®] testing center.
 - 2 Upon arrival at the addendum site.
 - 3 Immediately before and after administering the tests.
 - 4 Upon returning to the official site.
- B) Secure materials may only be stored overnight with permission of GED Testing Service at approved sites (i.e., board of education, community college, etc.) and after completing Form L-26.

Section 4: Policies and Procedures for Operating an Official GED[®] Testing Center

Overview

All official GED[®] testing centers operate under the terms of a contract signed by the director, PDSC, of the American Council on Education, the jurisdiction's GED Administrator, and the institutional chief administrative officer and GED Chief Examiner of the contracting institution, department, ministry, or agency. An official GED[®] testing center may not be opened or operated until all parties have signed a contract and the contracting institution or agency has met the requirements outlined in the contract with GED Testing Service. Adherence to the terms of the contract is required for the continued operation of the official GED[®] testing center.

4.1 GED[®] Testing Center

POLICY: Official GED testing centers must have a current contract and have completed the test security memorandum to function as official testing centers.



4.2 GED Testing Service Forms and Editions

The secure forms of all editions of the GED® tests (U.S. English, Canadian English, Spanish, French, Braille, audiocassette, and large print) are copyrighted by and are the sole property of the GED Testing Service. The tests are available only for administration at official GED® testing centers under the supervision of a GED Chief Examiner or GED Examiner and can be administered only to eligible persons who are to be tested in accordance with policies and procedures of the GED Testing Service and the jurisdictional agency.

4.3 Determining the Quantity of Test Batteries for Initial Order

Each test booklet can be administered a maximum of 15 times. GED Chief Examiners should calculate the total number of test takers and divide by 15 and round to the next higher integer to determine the total number of test batteries to order. GED Chief Examiners should discuss the use of special editions of the GED® tests with the GED Administrator. Tests are available only in complete battery sets of six test booklets, and they can be ordered by sending an email request to GEDTSProgramSupport@gedtestingservice.com.

4.3-2 Reordering Test Batteries During the Contract Year

Orders for additional testing materials are permitted during the contract year. The GED Chief Examiner must submit all reorders via an email request to GEDTSProgramSupport@gedtestingservice.com. All materials will be billed at the full annual rental fee and all secure testing materials ordered must be returned at the end of the contract year.

GED Testing Service will prorate battery rental fees only for new GED® testing centers that begin operation during the contract year.

4.4 Receipt and Storage of Secure Testing Materials

GED Testing Service requires that the GED Chief Examiner of each official GED® testing center prepare and maintain a plan for receiving and storing secure GED® testing materials. This plan should outline the process from the point at which the GED Chief Examiner is notified of a shipment date of secure testing materials through receipt and storage of materials.

4.4-1 Shipment, Receipt, and Verification of Secure GED® Testing Materials

- A) The GED Chief Examiner or GED Examiner shall thoroughly inventory secure testing materials.
- B) GED Testing Service will notify by e-mail each GED Chief Examiner at each GED® testing center of the shipment date with a UPS tracking number for all shipped materials.
- C) The GED Chief Examiner shall ensure that the shipment is tracked and shall contact GED Testing Service and the Administrator of any concerns about the shipment or any unusual delays.
- D) Unless otherwise addressed in the receiving plan, the GED Chief Examiner or GED Examiner shall complete the following within one business day after receipt of secure testing materials:
 - 1. Inventory all materials.
 - 2. Check the shipment against the picking plan.
 - 3. Check the condition of the materials page by page.



If the GED Chief Examiner finds errors or discrepancies in the shipment, he or she shall contact the GED Administrator and Associate Director, PDSC, of the American Council on Education within one business day of checking the shipment. GED® testing centers that fail to report discrepancies in a timely manner may be closed.

Once all materials have been reconciled, the GED Chief Examiner shall store secure testing materials in permanent, dedicated, secure storage. A permanent dedicated storage file may not contain items other than secure GED® testing materials. Access to secure materials must be limited to only the GED Chief Examiner or GED Examiners. Proctors or other staff members may not have access to the areas where secure testing materials are stored without the direct supervision of the GED Chief Examiner or GED Examiner. The dedicated permanent storage container must be located in an area away from the testing room and out of sight of GED® candidates at all times.

GED® testing materials are shipped in secure white mailing containers. The containers should be used to return the prior year's materials back to the GED shipping warehouse by January 31. Empty containers should also be returned back to the warehouse.

In addition, secure boxes received during the year due to an additional ordering should be returned to the GED shipping warehouse once the order is received and inventoried.

4.4-2 Storage of Secure GED Testing Materials

The GED Chief Examiner and GED Examiners are directly responsible for safeguarding all secure testing materials at each GED® testing center. The GED Chief Examiner and GED Examiners must follow procedures that protect the security of the GED® tests, the scored or partially used answer sheet, and the score report forms. Any partially completed or fully completed answer sheets must be treated as secure testing materials.

The institution sponsoring the GED® testing center must provide permanent dedicated secure storage for all secure GED® testing materials. All secure GED® testing materials must be safeguarded in the following manner:

- A) The GED Chief Examiner and GED Examiners shall be the only persons to inspect, administer, or have access to the GED® test.
- B) Secure testing materials shall not be removed from the GED® testing center except for
 1. Return to GED Testing Service at the close of the contract year, or
 2. As authorized by a valid addendum to the contract.
- C) Secure testing materials must be stored in a sturdy, locked storage unit. The center's GED Chief Examiner and GED Examiners must be the only person(s) with access to the keys or the combination to the lock. The storage unit, which must be for the storage of GED® secure materials only, must be a dedicated safe, a fireproof file cabinet, or a file cabinet that has an external steel bar lock which, when bolted to the cabinet, slides into place over the cabinet drawers and locks with a heavy-duty padlock or combination lock. Under no circumstances may the secure materials be stored in any location that is accessible to unauthorized staff members.
- D) Inventory of testing materials:
 1. The GED Chief Examiner or GED Examiner must inventory all GED® testing materials within one business day of receipt.
 2. The GED Chief Examiner or GED Examiner must inventory all GED® testing materials stocked at the center once a month.
 3. The GED Chief Examiner or GED Examiner must inventory all GED® testing materials removed from storage at a GED® testing center before and immediately after each test administration.



4. All inventories must be in writing and include:
 - a. The date of inventory.
 - b. A list of individual items.
 - c. The signature of the GED Chief Examiner or GED Examiner who conducted the inventory.

E) When GED® tests are transported to an approved addendum test site, arrangements must be made for secure temporary locked storage for as long as the secure materials are away from the GED® testing center. All GED® tests must be inventoried both before and after transport to the addendum site. Off-site storage of secure testing materials overnight must have written approval of GED Testing Service and the jurisdictional administrator.

F) No secure testing material, other than answer sheets, is to be destroyed at the GED® testing center or by the jurisdiction without prior approval of GED Testing Service.⁴

4 An exception to this is provided if disposal is necessary to comply with state or local laws governing HAZMAT (hazardous materials). GED Testing Service shall be notified with a copy of the destruction receipt.

G) All secure testing materials, other than answer sheets, must be returned to GED Testing Service within 30 days of the end of the contract year, at the termination of the contract, or at any other time deemed necessary by GED Testing Service or the GED Administrator. Under no circumstances may any batteries of GED® tests be retained more than 30 days beyond the end of the contract year.

H) Once a GED candidate has marked on an answer sheet, that sheet is considered confidential and must be treated as secure testing material. Used answer sheets must be stored securely with GED® test batteries and score report forms.

I) Because completed answer sheets are secure testing materials, answer sheets must be transported to scoring sites under controlled conditions such as a secure electronic system or by a shipping system that uses tracking numbers and tracking procedures.

4.5 Return of Secure GED Testing Materials to the GED Testing Service

The GED Chief Examiner must inventory all secure testing materials (test batteries and topic cards) and return them to GED Testing Service within 30 days after the expiration of the contract year, or upon the request of GED Testing Service or the GED Administrator.

To ensure the security of the GED® test, the GED Chief Examiner shall follow these steps:

A) Thoroughly inspect and inventory all materials before packing to ensure that all materials are included. Pack tests in order by battery serial number and group them by test form.

1. Material Picking Plan and Inventory Return Sheet of returned materials must be enclosed in each white case.

B) Forward a copy of the Material Picking Plan and Inventory Return Sheet, indicating the date and method of shipment with tracking numbers, to the GED Administrator. A copy must be maintained in the GED® testing center's files.

C) Test batteries must be packaged as follows:

1. Together by test form (e.g., English print IA).
2. In sequential serial number order.
3. With all six test booklets that have the same serial number packed together in the same battery envelope.
4. Audiocassette tapes must be returned with the assigned large print books. They will have the same serial number.



5. Braille books must be returned with the assigned standard print books. They will have the same serial number.
- D) Essay topic cards must be packed as follows:
1. Alphabetically by topic letter, with the same serial numbers within a single topic envelope.
 2. With all envelopes in sequential serial number order.
- E) Secure testing materials must be packaged and returned using the same plastic shipping containers in which the secure materials were shipped to the GED® testing center. Add additional packing material (if needed) to secure test items in white containers. Shipping containers must be secured with the official GED Testing Service-approved tamper-evident seal.
- F) Return the secure shipping containers to GED Testing Service using the label provided by a shipping service that provides package tracking. If such service is unavailable, then ship the materials by U.S. Postal Service (USPS), postage prepaid and return receipt requested. All shipping charges on materials returned to GED Testing Service must be paid for by the individual GED testing center.
- G) Write on the return label the total number of boxes in the shipment. For example, if a GED® testing center is returning three boxes, the first box should be labeled “1 of 3,” the second, “2 of 3,” and the last, “3 of 3.” If the GED Chief Examiner is unable upon notification to account for any missing materials, GED Testing Service will notify the jurisdictional administrator and may recommend that the test center be closed.
- H) If a test booklet is marked or damaged, or if a test booklet is unusable before it is used for a 15th administration, the booklet must be retired from use and retained in secure storage until all testing materials are returned to GED Testing Service at the end of the contract year. The remaining booklets from that test battery may still be used for a test administration.

4.6 Scoring Tests and Managing Testing Documents

Jurisdictions must contract with an approved GED scoring site to score the multiple-choice portions, mathematical grid portions, and essay portions of the GED® tests. The GED Administrator is responsible for contracting for test scoring services with a GED Testing Service certified test scoring site.

Test answer sheets and related forms should be prepared for delivery to the official GED® tests scoring site (electronically or by appropriate carrier) no more than five calendar days after completion of the testing session. Until these items are delivered, they must be stored in a secure manner similar to the GED® tests. Testing centers that scan answer sheets and related forms must keep all documents secure after scanning. The testing center should abide by the records retention policy of their jurisdiction to determine how long scanned answer sheets should be kept. GED Testing Service recommends that these documents may be shredded no sooner than 90 days after the tests are scored and the results are reported.

4.7 Communications and Outreach

Official GED® testing centers should have a communications and outreach plan to ensure that their community is aware of the GED® testing program and the value of the GED® credential. Each center should develop a testing schedule based on the needs of the community. The schedule should be easily accessible to the community and widely distributed (e.g., in local news media, on flyers and bulletins, or cable television stations). Testing centers should partner with community agencies and involve them in publicizing the availability of the GED® Tests. To the extent possible, testing sessions should be scheduled at frequent intervals so that no candidate will be required to wait an undue length of time.

4.8 Emergency Plan for Each Center

Each GED® testing center must have an emergency plan accessible to all GED Examiners at the test center and all addendum sites. A copy of the emergency plan must also be sent to the jurisdiction's GED



Administrator. This emergency plan shall include written procedures and identify the personnel responsible for managing any contingency. GED® testing centers that do not normally use more than one GED Chief Examiner or GED Examiner per test administration must identify a qualified GED Examiner to be available to take over test administration in case of an unexpected event, such as sudden illness, fire alarm, or testing irregularity. If the unexpected event requires the GED Chief Examiner or GED Examiner to leave the GED® testing center, the one-hour rule may be invoked. A GED Chief Examiner or GED Examiner is permitted to suspend testing after the GED Chief Examiner or GED Examiner secures all testing materials, in order to attend to an emergency. The time the test is stopped is noted. If the situation is handled within an hour or less, testing may be resumed using the same test form and the remaining time. A qualified person must monitor the testing room until the identified emergency GED Examiner arrives.

4.8-1 Additional Personnel for an Unexpected Event

Each official GED® testing center shall have available, on standby status, at least one additional, qualified examiner who can assist in case of a sudden illness, emergency, or test compromise.

Official GED® testing centers and addendum sites that do not normally use more than one GED Chief Examiner or GED Examiner per test administration must identify a qualified examiner available to take over test administration in case of an unexpected event. If the emergency event requires the GED Chief Examiner or GED Examiner to leave the official GED® testing center or addendum site, the one-hour rule goes into effect. A chief examiner or examiner is permitted to suspend testing and secure all testing materials, in order to attend to an emergency. If testing is suspended, a qualified person approved by the GED Chief Examiner or GED Examiner must monitor the testing room until the back-up GED Examiner arrives.

If the situation is handled within an hour or less, testing may be resumed using the same test form and the remaining test time. Examiners should assess the situation and judge whether testing should resume based upon the nature of the incident and its effect on the candidates. If the decision is made to reschedule testing, candidates should not receive the same form as the uncompleted individual test.5

4.8-2 Checklist for Evaluating an Emergency Plan for an Official GED® Testing Center

A) The emergency plan must list:

1. Names and contact information for GED® testing center personnel.
2. Back-up examiners, including contact information.
3. Other key school personnel, such as security staff, principal, etc.
4. GED® testing center address, including room number.
5. Items in the first aid kit.
6. Other emergency supplies and equipment in the test room.

B) The emergency plan must include:

1. Official GED® testing center and approved addendum sites.
2. Transportation of tests:
 - a. How will the secure test materials be transported?
 - b. Who will transport the secure test materials?
 - c. Has written approval for overnight storage been received from the GED Testing Service?
- d. Where will the secure test materials be stored?

C) The emergency plan must list detailed plans on how the following emergencies are handled:

1. Violence (upset candidate).
2. Natural disasters (e.g., power outage, earthquake, weather, or fire).
3. Illness (candidate or examiner).
4. Hazardous waste.
5. Bomb threat.



- 5 All partial tests should be scored, in order to have complete records.
- D) The emergency plan must contain detailed plans on how outside assistance will be accessed.
 - 1. Medical assistance.
 - 2. Security assistance.
 - E) The emergency plan must have a detailed plan for incident documentation:
 - 1. Who writes the report?
 - 2. Details to be included in the report.
 - 3. Whether the plan has been properly approved by the agency responsible for overseeing the GED® testing program.
 - 4. If the one-hour rule will be allowed.



Section 5: Confidentiality of GED Test Scores, and Criteria for Credentials

Protecting the confidentiality of the scores received by GED® candidates is critical to the overall management of the GED® testing program. GED Administrators must ensure that all official GED® testing centers within their jurisdictions take appropriate measures to protect data on individual GED® candidates.

Unlike school records to which members of the teaching staff have access, scores earned on the GED® tests by individual GED® candidates are confidential. GED Chief Examiners, departments or ministries of education, or other approved jurisdictional agencies are permitted to report an individual's scores only with the written permission of this candidate or legal guardian as necessary. Requests transmitted by fax machine may be used judiciously to expedite transmission of such information.

A GED® diploma or credential, whether issued by the department or ministry of education or other approved jurisdictional agency or by a local school, should be considered in the same manner as a traditional high school diploma. However, because some GED® candidates do not wish their credential awards to be a matter of public record, no name of a credential recipient should be released unless an individual candidate has signed written permission to this effect. The fact that a person has or has not taken the GED® tests should also be treated as confidential information, since disclosing participation in the GED® testing program is tantamount to reporting the absence of a traditional high school diploma.

Special care must be taken to ensure the confidentiality of scores received on the GED Tests, especially when any form of electronic storage is used to store results or when test results are transmitted by electronic means.

5.1 Criteria for Issuing a High School Credential Based on Results of the GED Tests

The GED® tests are normed and standardized using graduating high school seniors. A passing standard is set based upon the results of the norming studies. A minimum score on individual tests and a minimum battery average score is required. Only 60 percent of the graduating high school seniors involved in the norming studies was able to meet the passing standard set by GED Testing Service. GED Testing Service recommends that state, provincial, or territorial departments of education or other approved jurisdictional agencies issue a high school credential to eligible persons on the basis of earning a passing score on the GED® tests.

POLICY: To earn a passing score on the GED® tests, a candidate must earn a total score of 2,250 or higher on all five tests with no individual test score below 410. In issuing high school credentials, jurisdictions are permitted to require higher passing score standards, but not lower than those set by GED Testing Service.

POLICY: Combination of Scores across Test Series: All GED candidates who begin testing on the 2002 series GED® tests must successfully complete the entire battery of the 2002 series GED® tests. Individual passing test scores earned on GED® tests from earlier series—the 1942 series, 1978 series, or 1988 series—are not compatible with scores from the 2002 series.

Any GED candidate who begins testing on the 2002 series must complete testing and be granted the credential with the 2002 series if passing scores are earned. Those who do not complete must begin over and take all tests in the new series in order to earn a credential.

POLICY: Expiration of Partial Scores within the Test Series: The GED Testing Service allows scores to stand across the total time period that one test series is in use. Jurisdictions may decide to impose time limits that do not extend the full test series. Specific provisions (i.e., length of time between



testing events; how long partial scores are maintained) for re-testing are established by the jurisdiction but are not limited to the minimum length of time that shall elapse between testing and the type of additional study (if any) required before re-testing.

POLICY: The minimum test score requirements and other qualifications required for candidates who take the English-language editions of the GED® tests shall also be used for candidates who take the French-language, Spanish-language, and accommodated editions of the tests.

Official GED® test scores must be reported on the GED® official transcript of GED® test results (2002 Series Form 30) or a copy-safe form reporting the exact information as Form 30 and approved by GED Testing Service.

5.2 Official Transcripts of GED® Test Results

POLICY: Reports of scores achieved on the GED® tests are official only when reported by the department or ministry of education, approved jurisdictional agency, or scoring service if jurisdiction so contracts, an official GED® testing center, or GED Testing Service. Reports from all of the above shall be accepted by all participating jurisdictions.

Scores are official **only** when they come directly from an official GED® testing center, a department or ministry of education, other approved jurisdictional agency, certified scoring service if jurisdiction has contracted for such service, GED Testing Service, Educational Testing Service (ETS), or DANTES (Defense Activity for Non-Traditional Education Support). Scores reported to a GED® candidate and supplied by the candidate to an official GED® testing center shall not be accepted as official without verification by the GED Chief Examiner or by the jurisdictional agency.

5.2-1 Format of the Official Transcript of GED® Tests Results (Score Report)

The official transcript must contain all the information presented on both sides of the Official Transcript of GED® tests results (2002 Series Form 30) and must be printed on copy-safe paper, which, when copied, identifies the copy as a copy, not as an original. Jurisdictions may revise the layout of the information and may add information such as jurisdictional requirements.

Under no circumstances may a GED® candidate's raw score or a GED® candidate's essay score be reported on the Official Transcript of GED® test results or other official jurisdictional transcript.

It is the responsibility of all GED Chief Examiners and GED Examiners to be knowledgeable about the GED® tests (e.g., what they measure, passing requirements, the difficulty of the tests based upon the norming studies, the value of the credential for employment and for admission to postsecondary education programs). This information is essential to help candidates make informed decisions about their readiness to take the GED® tests and to be aware of options when they pass the tests. Such information is also useful when asked to respond to questions from partners and the general public.



Section 6: GED® Candidate Eligibility and Registration to Take the GED® Tests

Overview

An important element in maintaining the integrity and security of the GED testing program is proper identification of candidates and the determination of their eligibility to be administered the GED® tests.

6.1 Eligibility of Candidates to Take the GED Tests

POLICY: The GED® tests may be administered to eligible candidates only. The following minimum guidelines must be met:

- A) Individuals shall be at least 16 years of age and not currently enrolled in an accredited high school, including those accredited by regional accrediting bodies and also those approved by the jurisdiction's department or ministry of education.⁶
- B) Only persons who do not hold a standard high school diploma are eligible to take the GED® tests.⁷
- C) Under no circumstances may the GED® tests be administered to persons less than 16 years of age.
- D) Jurisdictions shall administer the GED® tests to any qualified adult in accordance with jurisdictional rules, regulations, and/or code.

The registration process should be designed to clearly establish GED® testing eligibility. The GED Chief Examiner or GED Examiner shall establish that all candidates are eligible to take the GED® tests at the time of testing.

6.1-1 Testing of Non-citizens

Non-citizens, including refugees, legal and illegal immigrants, resident and nonresident aliens, and other foreign nationals, are eligible to take the GED® test in the opinion of GED Testing Service if they meet all of the eligibility and identification GED Testing Service and jurisdictional requirements described later in this section.

⁶ The only allowable exception to this policy is for states that are approved by GED Testing Service to operate the GED Option™ Program, and only then shall they test students in accordance with their approved GED Option™ Program plan.⁷ Persons who have been awarded a high school equivalency diploma or other non-standard high school diploma are eligible to take the GED® tests.

6.1-2 Special Exceptions for Loss of Permanent Records

In certain circumstances, permanent high school records may have been lost or destroyed as the result of a school closure or a disaster such as war, fire, flood, earthquake, tornado, or hurricane. In such cases, an official high school transcript indicating high school completion may not be available. Under these circumstances, a person remains eligible to take the GED® tests.

6.1-3 Diplomas from Unaccredited High Schools

Persons whose high school diplomas are from unaccredited high schools or high school programs not recognized by their jurisdiction's department of education, or who have secondary school diplomas from countries outside the United States and Canada, are eligible to take the GED® tests if they meet all other necessary eligibility and identity requirements.



6.2 Verification of Identity

Verification of each candidate's identity for testing is critical to maintaining the security and integrity of the GED® testing program. GED Chief Examiners and GED Examiners are responsible for verifying that each GED candidate tested is eligible to take the GED® tests and that each candidate can prove identity. Identity and age must be verified using acceptable photo ID.

Valid driver's licenses, valid passports, military IDs, or other forms of government-issued (national or foreign) identification that show name, address, date of birth, signature, and photograph are all acceptable forms of identification, unless there is any reason to question their authenticity. Outdated identification or identification suspected of being forged shall not be accepted. Current identification provided by a postsecondary educational institution is also acceptable, provided it contains the candidate's name, address, date of birth, signature, and photograph.

If one form of identification does not meet all of GED Testing Service requirements, the jurisdictional GED Administrator may approve an appropriate combination of other documents to satisfy the identity requirements. Exceptions to the requirement for a photograph may be made on religious grounds when sufficient documentation for such an exemption is provided to the GED Chief Examiner or GED Examiner.

Regarding certain religious apparel, this is an excerpt from Pearson VUE's policy regarding religious apparel for Test Administrators:

"With the exception of some kirpans (see restrictions below), items considered religious apparel are allowed in the testing room following visual inspection by the test administrator. Visual inspection should be done by examining the item without directly touching it or the candidate and without asking the candidate to remove or unwrap it. Observe the item closely from an appropriate professional distance in order to ascertain to your own satisfaction that it is not being used to conceal notes or other prohibited materials. "We follow normal procedures when a candidate enters the test room. If a candidate has a kirpan in their possession, we first ask for them to store it in their locker. A kirpan is a religious sword (shaped like a curved knife) that some Sikh men and women are religiously obliged to wear at all times.

If the candidate objects to such a request for any reason, we then request that the candidate place the kirpan beneath a layer of clothing so it is secure (won't fall out) and it is not visible. The candidate will be allowed to enter the test room once the kirpan is secured and not visible provided the kirpan is 12 inches or less. A candidate who intends to wear a kirpan that exceeds 12 inches in length will not be allowed in the test room, unless the candidate has provided notice to Pearson VUE ten business days prior to the scheduled exam so that reasonable accommodations can be made for that candidate."

Religious apparel is considered articles of clothing worn as part of the doctrinal or traditional observance of the religious faith practiced by an adherent. Some examples of religious apparel include:

- Habit-a garment worn by members of Christian religious orders (normally a tunic worn with a hood or veil).
- Hijab-a head, face or body covering worn by Muslim women (this may range from a head covering or scarf to a full burqa covering the entire body).
- Kippah (or Yarmulke)-a rounded skullcap worn by Jewish men and women.
- Kufi (or Doppa)-a rounded skullcap worn by Muslim men.
- Turban-a headdress consisting of a long scarf wound round the head, worn by Sikh men and women.



It may not always be immediately clear whether an item of clothing is considered religious apparel. There may be types of religious apparel not listed above. If a candidate identifies an item of clothing as religious apparel, it is typically treated as religious apparel. During the examination, the Test Administrator will need to maintain appropriate visual monitoring to be sure the test taker is not using concealed notes or other prohibited materials.”

6.3 Written Confirmation of Eligibility

It is important that the GED Chief Examiner and GED Examiners verify each GED® candidate’s eligibility prior to testing.

GED Chief Examiners and GED Examiners must obtain a written statement confirming eligibility from each candidate. Such written confirmation must include the GED® candidate’s signature and must be retained for use in verifying that the candidate is eligible. Jurisdictions that do not require a written application for GED® testing that includes a statement concerning the candidate’s eligibility must use GED Testing Service Form L-5.

Examiners are advised to check the documentation of un-emancipated minors for parental consent to test, unless a court order is documented.

When a GED Chief Examiner or GED Examiner has reasonable doubts concerning the validity of a candidate’s eligibility, the Chief Examiner or GED Examiner has the right to question that candidate and to withhold the candidate’s admission and testing until such time as any questions have been answered and all doubts are resolved.

6.4 Additional Jurisdictional Identity and Eligibility Requirements

Jurisdictions may impose whatever additional requirements for verifying identity or for determining eligibility as are deemed necessary for the sound operation of their GED® testing programs. Such policies may not, however, conflict with those established by the GED Testing Service.

6.5 Policy for Re-testing

POLICY: In order to achieve a passing score, GED® candidates shall be permitted to re-test on the entire battery or on certain test(s) in the battery in accordance with the following:

- A) Candidates may test only once per form of any individual test in a year (English language forms) (January 1 to December 31).
- B) Some special editions are available in only two forms in a contract year. If candidates need to repeat a form for a third attempt, they must first take the alternate form. There should be at least a **60**-day wait period before re-administering a repeat form.

Under certain circumstances, GED® candidates who have earned passing scores on the GED® tests and who have earned their jurisdiction’s high school equivalency credential may re-test. Individuals that have earned their jurisdiction’s high school equivalency credential but who need to earn higher GED® test scores to meet an admission requirement for postsecondary education or training, to meet employment requirements, or to enlist in the armed forces are eligible to retake the GED® tests. Similarly, GED® graduates who have earned a credential based on passing the French- or Spanish-language edition of the tests and need to pass the English- language edition to qualify for postsecondary education or training, employment, or enlistment into the armed forces are also eligible to retake the GED® tests.



For either re-testing exception described previously, satisfactory documentation must be provided to the GED Examiner prior to re-testing.

GED Chief Examiners and GED Examiners have a responsibility to advise all GED candidates on all issues related to re-testing.

6.6 Pre-registration Process

POLICY: Official GED® testing centers shall develop and implement a written preregistration process as a means to manage testing.

Pre-registration provides an official GED® testing center and GED Chief Examiner or GED Examiner with:

- A) An accurate count of the number of GED® test batteries per content area that the GED Chief Examiner or GED Examiner will need for administration.
- B) An opportunity to organize the GED® testing session and make seat assignments.
- C) An accurate idea of the number of GED Examiners and GED Proctors required for the test administration.
- D) The ability to separate re-testers from first-time test takers, as well as to ensure that re-testers receive a different form of the GED® tests from prior forms taken in that contract year.
- E) The ability to complete portions of the test surveillance log (Forms L-80-1 and L-80-) prior to testing.

Pre-registration can also be helpful to accomplish the following goals:

- A) Send the GED® candidate demographic data to an electronic official GED® scoring site for entry into the international database before testing.
- B) Collect fees.
- C) Prepare for any accommodations.
- D) Inform the GED® candidate about the Code of Conduct form and have him/her sign the form.
- E) Complete the demographic form before the testing date.
- F) Have GED® candidates preview the Mathematics Test video before the testing date. (Viewing is optional.)



Section 7: Administration of the GED Tests

Overview

The GED® tests are standardized tests that have been normed on a representative group of high school seniors just prior to their graduation. This standardization process fairly measures the academic knowledge that a high school student possesses at graduation. When the GED® tests are administered to adults under the same standardized conditions, the results can be compared against the performance of the graduating high school seniors in the norming group. For the GED® tests to accurately measure the adult's knowledge, the tests must be administered under the same standardized conditions that the high school seniors experienced when taking the tests for norming purposes.

7.1 Who May Administer the GED® Test?

POLICY: The GED® tests may be administered by an approved GED Chief Examiner or GED Examiner only and they must be administered in accordance with the following:

- One examiner must be present at all times while testing is in progress, and one additional examiner must be available to assume responsibility in the event of an emergency.
- One examiner may test up to 20 candidates.
- Another examiner or a proctor must be present to assist with testing if more than 20 candidates are being tested in the session.⁸
- GED Examiners and GED Proctors may not conduct business unrelated to the administration of GED® tests while testing is in progress.
- GED Examiners and GED Proctors must maintain constant supervision of GED® candidates while testing is in progress.

Only GED® testing center staff, GED® testing personnel, GED® candidates, and individuals approved for accommodated testing are permitted in the testing room while GED® tests are being administered.

⁸ As a best practice, it is recommended that at least two staff members be present at every testing session. It is further required that one examiner should be present for every 20 GED® candidates tested.

POLICY: GED Examiners will verify the identity and eligibility of each GED® candidate admitted to any testing session.

It is critical to the integrity of the testing program that only eligible candidates with valid identification are permitted to take the GED® tests. GED Administrators shall ensure that testing centers employ appropriate means to verify the identity and eligibility of each GED® candidate prior to testing.

7.2-1 Registration and Test Preparation

All testing centers should develop a testing registration process. Refer to Section 6 for additional guidance.

A) Prior to any testing session, the GED Examiner shall:

1. Ensure that the appropriate test batteries are available.
2. Set up the test room for the testing session.
3. Remove any educational visuals from the walls or boards (i.e., charts and notes).



4. Clear any clutter from the desks and surrounding areas.
 5. Space desks at appropriate distances.
 6. Verify that a working clock is present and visible for all candidates.
 7. Review the testing center's emergency plan.
 8. To properly prepare for the test session the examiner should begin to fill in the surveillance log (Forms L-80 and L80-2) or a similar document that contains the same information to ensure accurate recording of testing session. The items listed below should be added to the document prior to the start of the testing session.
 - a. Candidate's information (name, identification number, seat assignment)
 - b. Test information (form, topic card letter, serial number)
 - c. Examiner and Proctor names
 9. Best practice indicates that each testing session of 1–20 candidates have an examiner and a proctor.
- B) Immediately before the Testing Session, the GED Examiner should:
1. Remove tests from their permanent secured location and place them in the temporary secured holding location (i.e., briefcase, hard case, rolling file cabinet).
 2. Complete Form L-22 (Inventory of GED Secure Materials Removed and Returned to Secure Permanent Storage) to indicate the inventory of the test materials being removed from the secure permanent storage location.
 3. Make sure that the testing room is appropriate, including providing storage for the candidates' personal items.
 4. Identify and sign in candidates. Make sure that the candidates have a valid identification. Verify each candidate's name, picture, and signature.
 5. Direct candidates to assigned seating.
 6. Establish rapport and attempt to relax candidates prior to test session.
 7. Make all general announcements, such as location of restroom facilities and guidelines for breaks, smoking, and emergency exits. Prompt candidates to use the storage location for coats, hats, books, cell phones, etc.
- C) At the beginning of the testing session, the GED Examiner should:
1. Remind candidates of the "Candidate Code of Conduct." (Sample Code of Conduct is available for download in the GED AccessPoint™ Document Library).
 2. Make final announcement that candidates should place their personal belongings (i.e., coats, hats, books, cell phones, etc.) in the storage area.
 3. Seat candidates according to the form that they will use.
 4. Avoid sitting candidates with the same form beside or in front of each other.
 5. Ensure that candidates have appropriate pens/pencils.
 6. Begin to read "Standard Directions To Be Read Aloud by the GED Chief Examiner or the GED Examiner" (refer to Section 7.3).
 7. Distribute additional materials as directed.
 8. Record the start time of each candidate on the surveillance log (Forms L-80 and L80-2).
- D) During the testing session, the GED Examiner should:
1. Monitor testing by walking around the testing room while candidates are testing.
 2. Remind candidates to stay in their seats after they complete their tests.
 3. Record the end time of each candidate on the surveillance log.
 4. Proceed to check in the materials.
 5. Collect all test booklets, answer sheets, and colored scratch paper while the candidates remain seated. Never allow a candidate to leave the room unless excused by a GED Examiner.
 6. View and fan the test to make sure that there are no pages marked, torn, or missing.
 7. Remain aware of the candidates while checking in items.
 8. Make sure test materials are checked and inventoried before candidates are dismissed.



Check each candidate's materials against the test surveillance log before permitting the candidate to leave the testing room. Candidates who have been excused from the testing area may not be readmitted until the start of the next testing session.

9. Return all tests to the temporary storage unit.

Note: During the testing session, the GED Chief Examiner, GED Examiner(s), and GED Proctor(s) must not read, do any other work unrelated to the current test session, or allow him/herself to be distracted or interrupted.

E) After the testing session, the GED Examiner should:

1. Ensure that all answer sheets are accounted for. Inspect all used test booklets for any marks, damage, or missing pages before returning them to locked storage.
2. Make sure that all tests are returned to their correct battery folder.
3. Use Form L-22 (Inventory of GED Secure Materials Removed and Returned to Secure Permanent Storage) to complete an inventory of materials before returning them to permanent storage.
4. Return the secure materials in a locked case to the secure storage area. Lock the permanent secure storage.
5. Shred all used colored scratch paper after all the items are inventoried and checked in.
6. Never return completed answer sheets to a candidate for a future test administration; this is strictly prohibited.
7. Send answer sheets out for scoring immediately after a test session. Answer sheets (completed and partial) and related forms should be reviewed and inventoried for accuracy immediately after the conclusion of testing and prepared for transmittal (electronically or by appropriate carrier) to the scoring site no more than five calendar days after completion of the testing session. Do not hold answer sheets when a candidate only takes part of the test. All appropriate jurisdictional procedures for transmitting answer sheets must be followed.

9 At a minimum, test answer sheets sent as a package to the scoring site must be sent by a deliverer that can provide tracking (e.g., UPS, FedEx, U.S. Postal Service), and testing center staff shall monitor the shipment at appropriate intervals until it reaches the scoring site. If the answer sheets are faxed or sent by other electronic means, the center must use a secure fax or other secure means

7.3 Standard Directions To Be Read Aloud by the GED Chief Examiner or the GED Examiner

POLICY: All GED Chief Examiners and GED Examiners shall administer the GED® tests in strict adherence to the instructions and procedures disseminated by the GED® testing Service.

General Directions for the GED® Tests

These directions are applicable to all GED® tests and should be read verbatim before any candidate begins taking the GED® tests. If testing order differs from that in this booklet, read these directions aloud before the first test.



SAY: On behalf of the GED Testing Service, and **[name of your local testing center]**, I welcome you today to GED® testing, and wish you success in earning a **[name of your jurisdiction's credential]**.

SAY: Please check around your seat and on your person. Take tote bags, purses, pens, pencils, backpacks, calculators, jackets, coats, hats, food items, books, dictionaries, notebooks, scratch paper, and electronic devices, including cell phones and cameras, and any other not approved items to the designated storage area before we start the testing session. Turn off all cell phones, pagers, or other electronic devices before placing them in the storage area.

Pause and allow candidates time to store their possessions.

SAY: If during or after testing any of these items are found at your seat or in your possession, we will collect your test materials, your test fee will be forfeited, your test scores will not be released, you will be required to leave the testing center and you may be prohibited from taking the GED® test in the future.

SAY: Now, let us review a few general guidelines.

SAY: The test booklets are re-used. Please do not mark or write in the test booklets. Anyone writing or in any way defacing a test booklet will be charged a replacement fee and test results will not be reported until the replacement fee is paid.

SAY: You may leave the testing room only after you complete a test and we collect your testing materials and I have given you permission to get out of your seat and leave. If you have an emergency and must leave the testing room, we will collect all of your testing materials and you will not be allowed to continue on the test on which you are working. We will score the incomplete test. You can start testing when the next test session begins.

SAY: There is some information that you need to know before you start the test. You should not spend too much time on a question whose answer you do not know; answer it if you can, and go on to the next question. It is to your advantage to answer every question. Your score is determined by the number of questions you answer correctly. Even if you are not certain of the answer to a question, you may wish to mark the answer that appears to be the best of the five choices. There is only one correct answer to each question. There is no credit if you mark more than one answer to a question.

SAY: You must use a number two pencil when answering the multiple-choice questions in your answer sheet.

SAY: Be sure that your marks on the answer sheet are dark and completely fill the circle. Make no stray marks on the answer sheet. If you erase, do so completely; an incomplete erasure may result in an incorrect answer. Make sure that every circle you mark on the answer sheet corresponds to the number of the question and to your answer choice. Please do not write in the test booklet.

SAY: Are there any questions about recording your answers on the answer sheet?

Pause and answer any questions.

SAY: During testing, do not look at any other candidate's answer sheet, do not talk, and do not make any unnecessary noise. If you appear to be copying answers, using notes, or acting suspiciously, we will collect your test materials and excuse you from the testing room. Likewise, if your activity makes it difficult for others



to concentrate on their work, we will collect your test materials and excuse you from the testing room and you will not receive the test results.

SAY: The only items that should be on your desk are the materials we give to you.

Mathematics Test Directions

Mathematics Test Part I and Mathematics Test Part II must be administered on the same day.

Distribute Mathematics Test Booklet I, calculator, answer sheet, and pre-marked colored scratch paper.

SAY: On the Mathematics answer sheet, listen as I read the instructions that appear at the top of the front page in the section marked "To the Candidate:"

SAY: Please follow the instructions so that you properly record the information to make sure you receive the results of your test.

SAY: You have been provided a number two pencil and eraser to complete this test. Make solid, dark marks that completely fill the circles. Completely erase any answers you wish to change.

SAY: Now look at the upper left-hand corner for the section marked TODAY'S DATE. Today's date is _____. Darken the circle that corresponds with the correct month. Under the boxes labeled DAY, write in today's date and then darken the corresponding circle(s). ***(If today's date is a single-digit number, tell candidates:*** Please put a zero in the first column.) In the boxes labeled YEAR, write in the correct calendar year, and then darken the corresponding circles.

SAY: Find the grid for ID Number Type. Darken the circle next to your ID Number Type. This must match the information that you provided on your demographics form. The demographics form is the eight-page document you filled out when you applied to take the GED test.

SAY: In the grid for Birth Date, darken the circle that corresponds to the month that you were born. Under the boxes labeled DAY, write in the day that you were born, and then darken the corresponding circles. If the date of your birth is a single-digit number, you must enter a zero in the first column. In the boxes labeled YEAR, write in the correct calendar year you were born, and then darken the corresponding circles.

SAY: In the Identification Number grid, write in your Identification Number or letters. If the ID contains blanks, leave the box blank. Then darken the corresponding circle for each digit or letter in the ID. Be sure to fill in the blank circle if you want to leave a space in the ID number.

SAY: Under last and first name, write your name as it appears on the identification document(s) you presented today. Use that name each time you take any of the GED® tests. Darken the circles that correspond to the letters in your name.

SAY: If you do not use the same name that you wrote on your demographics form, your records will be incomplete and it may hinder the scoring of your test.

SAY: If your name is longer than the space provided, please enter as much as will fit. If there is a space in your name, leave a box empty.

SAY: Enter your middle initial in the "MI" box and darken the appropriate circle.



SAY: If you have “Jr.,” Sr.,” or Roman numerals after your name, please enter that in the SUFFIX boxes and darken the appropriate circles. Otherwise, leave this area blank.

SAY: In the boxes in the lower right-hand corner, indicate if there have been any changes to your name or address since the last time you took the GED® tests by darkening the appropriate circle.

SAY: Indicate if this is the first time you’ve ever taken the GED® tests by darkening the appropriate circle.

SAY: Are there any questions about the completion of page 1?

Pause and answer any questions.

SAY: Now turn to the back of the Mathematics Test answer sheet.

SAY: On the left-hand side of your Mathematics Test answer sheet, the directions are as follows: Do not fold the sheet or make any marks other than writing in the boxes and filling in the circles. Folds and stray marks on the sheet may result in incomplete information or an inaccurate score. Part I of the Mathematics Test permits the use of a calculator. You may not use a calculator on Part II. At the end of Part I, the staff will collect colored scratch paper and calculators. A second test booklet will be given to you at the beginning of Part II.

SAY: There is a grid on the right-hand side, with the words TEST FORM written on the top. To find your test form, look on the cover of your test booklet. In the upper right-hand corner, you will see the words TEST FORM. Find the two-letter test form that starts with the letter I. Darken the circle under these two letters.

SAY: Look on the cover of your test booklet. In the upper left-hand corner, find the two-letter format code. On the answer sheet, darken the circle corresponding to the test format code in the Format Code box.

SAY: Are there any questions about darkening the corresponding circles for the test form and format code? You must darken the circle in both sections correctly in order to accurately score your answer sheet.

Pause and answer any questions.

SAY: The Mathematics Test is in two parts. Part I is a multiple-choice test with six alternate formats and one coordinate plane grid. The time allowed for the Mathematics Test is 90 minutes. You will have 45 minutes to complete the 25 questions in this booklet. Work carefully, but do not spend too much time on any one question. Be sure to answer every question.

SAY: If you complete Part I before the end of 45 minutes, you may raise your hand and the Examiner will come and collect your calculator, and give you Part II of the Mathematics Test. You may work on both parts for the remainder of the 90 minutes, but you may not use your calculator.

SAY: Turn your test booklet over and read the Calculator Directions and the sample questions provided on the back cover. These examples are to help you feel comfortable with the calculator while completing Part I. Do not open the booklet yet.

SAY: Do you have any questions about the calculator directions?

Pause and answer any questions.



SAY: Open the test booklet from the back cover. Turn another page back to find the page titled *Mathematics Tests of General Educational Development: Directions*. Use your scratch paper to cover any text visible before the directions. The pages from here to the end of the booklet will give you directions and examples for the multiple-choice portion of the test, including for alternate format test items you will encounter. Read the Directions. Once you have finished reading, close the test booklet and turn it over so the front cover is on top. Put your scratch paper under or to the side of the test booklet. Wait for directions before continuing.

Pause

SAY: Formulas that you may need are on page 2. Only some of the questions will require you to use a formula. You will not need all formulas.

SAY: Open your test booklet to page 3. The time is now _____; you may begin.

Start timing the test administration immediately. Record the time candidates begin working in the surveillance log. Write the beginning and ending time on the chalkboard or flip chart.

After the candidates start the test, walk around the room and check the answer sheets to ensure that the candidates are in the correct section of the answer sheet. Circulate often and quietly.

After 35 minutes:

SAY: You have 10 minutes left to complete Part I of the Mathematics Test. Please work accordingly.

At the end of 45 minutes:

Be sure everyone (including candidates who have already begun working on Part II of the mathematics test) stops working while you collect calculators and colored scratch paper.

SAY: Put your pencils down, close your test booklets, and remain seated. The staff will come around and collect your calculators and colored scratch paper.

Mathematics Test, Part II

Distribute Mathematics Test Part II Booklets and new colored scratch paper.

SAY: You have 45 minutes to complete Part II of the Mathematics Test. The time is now _____; you may begin.

Start timing the test administration immediately. Record the time candidates begin working in the surveillance log. Write the beginning and ending time on the chalkboard or flip chart.

After the candidates start the test, walk around the room and check the answer sheets to ensure that the candidates are in the correct section of the answer sheet. Circulate often and quietly.

After 35 minutes:



SAY: You have 10 minutes left to complete this test. Please work accordingly.

At the end of 45 minutes:

SAY: Time is up. Put your pencils down and close the test booklets and answer sheets. Remain in your seats while we collect and check the test materials before you leave the testing room. Thank you for your cooperation.

Language Arts, Writing Answer Sheet Instructions

Distribute test booklet, answer sheet, blue or black pen, and lined colored scratch paper.

SAY: Do not open your test booklets until instructed to do so.

SAY: On the Language Arts, Writing Test, listen as I read the instructions that appear on the front page under "To the Candidate."

Read instructions aloud.

SAY: You will need a number two pencil with an eraser to complete this test. Use only this number two pencil.

SAY: Make solid, dark marks that completely fill the circles on the answer sheet.

SAY: Completely erase any answers you wish to change.

SAY: The upper left-hand corner is the section for today's date. Today's date is _____. Darken the circle that corresponds with the correct month. Under the boxes labeled DAY, write in today's date.

SAY: Please put a zero in the first column. In the boxes under YEAR, write in the correct year, and then darken the corresponding circles.

SAY: Find the grid for ID Number Type. Darken the circle next to your ID Number Type. This answer must match the information that you provided on your demographics booklet. The demographics form is the eight-page document you filled out when you applied to take the GED test.

SAY: In the grid for Birth Date, darken the circle that corresponds with the month that you were born. In the boxes labeled DAY, write in the day that you were born, and then darken the corresponding circles. If the date of your birth is a single-digit number, you must enter a zero in the first column. In the boxes labeled YEAR, write in the correct calendar year of your birth, and then darken the corresponding circles.

SAY: In the Identification Number grid, write in your Identification Number or letters. If the ID contains blanks, leave the box blank. Then darken the corresponding circle for each digit or letter in the ID. Be sure to fill in the blank circle if you want to leave a space in the ID number.

SAY: Fill in your name as it appears on the identification document you presented today. Use that name each time you take any of the GED® tests.

SAY: If you do not use the same name that you wrote on your demographics form, your records will be incomplete, and it may hinder the scoring of your test.



SAY: If your name is longer than the space provided, please enter as much as will fit. If there is a space in your name, leave a box empty.

SAY: Enter your middle initial in the “MI” box and darken the appropriate circle.

SAY: If you have “Jr.,” Sr.,” or Roman numerals after your name, please enter that in the SUFFIX boxes and darken the appropriate circles. Otherwise, leave this area blank.

SAY: In the boxes in the lower right-hand corner, indicate if there have been any changes to your name or address since the last time you took the GED® tests by darkening the appropriate circle.

SAY: The last box on the front page asks, “Is this the first time you have ever taken the GED® tests since January 1, 2002?” Darken the appropriate circle for “yes” or “no.”

SAY: Are there any questions about the completion of page 1?

Pause and answer any questions.

SAY: Please turn to the second page of the answer sheet, which reads “Test Form” at the top.

SAY: On the cover of your test booklet, in the upper right-hand corner, you will see the words TEST FORM. Find the two-letter test form that starts with the letter I. At the top of second page, darken the circle under these two letters.

SAY: Look on the cover of your test booklet. In the upper left-hand corner, find the two-letter format code. On the second page of the answer sheet, darken the circle corresponding to the test format code in the Format Code box.

SAY: Are there any questions about darkening the corresponding circles for the test form and format code? You must darken the circle in both sections correctly in order to accurately score your answer sheet.

SAY: Turn to the third page of your answer sheet, which reads “Writing Test: Part II” at the top.

SAY: At the top of the third page, there is a section consisting of 20 boxes over the words IDENTIFICATION NUMBER. Please write in the same number that you wrote on the right-hand side of page 1.

SAY: The Topic box has already been filled in with a letter. If the circle is blank, raise your hand and I will come to you and darken the appropriate circle.

Note: If the Topic Letter is blank, the GED Chief Examiner or GED Examiner must go to the candidate and fill in the proper circle from either the test booklet or the Essay Topic Card.

Language Arts, Writing Test

Note: Writing Part I and Writing Part II Essay must be administered on the same day.

SAY: The Language Arts, Writing Test is in two parts. Part I has 50 questions, and Part II requires that you write an essay. The time allowed for the Language Arts, Writing Test is two hours. Use the first 75 minutes to answer the 50 multiple-choice questions by marking your responses on the second page of the answer sheet. You will have the remaining 45 minutes to write your essay on the third and fourth pages of the answer sheet. If you finish the multiple-choice questions before the first 75 minutes are



up, you may begin writing your essay immediately. You must begin the essay at the end of the first 75 minutes. When you finish writing your essay, you may go back and review your answers to the multiple-choice questions, unless the entire two-hour testing period has ended.

SAY: Turn your test booklet over and read the directions and the sample question provided on the back cover. This example is for the multiple choice questions. Do not open the booklet until told to do so.

Pause.

Note: *If the answer sheet has double circles, only the inner circle should be darkened.*

SAY: Do you have any questions about the multiple-choice directions?

Pause and answer any questions.

SAY: Open the back cover of your test booklet. On the left-hand side of the booklet are directions on how to write your essay. You will find the essay topic you must write about in the box on the right-hand side of the booklet. Please read the directions and the essay topic. When you have completed reading the directions and the essay topic, please close your book and turn to the front cover. Do not open your test booklet until you are instructed to do so.

Pause.

SAY: Remember, you must use a ballpoint pen and write your essay only on the topic letter darkened on the third page of your answer sheet. The scoring service will not read your essay if you write on any other topic, and you will have to take both parts of the Language Arts, Writing Test again.

SAY: Are there any questions about the essay directions?

Pause and answer any questions.

SAY: You have a sheet of lined colored scratch paper to use when you write your draft essay. The scoring service only reads and scores essays written on page three and four of the answer sheet. We will collect the lined colored scratch paper at the end of the test and shred it. Write your final essay in blue or black ballpoint INK ONLY on the third and fourth page of your Language Arts, Writing Test answer sheet.

SAY: Are there any questions?

Pause and answer any questions.

SAY: Two hours is sufficient time for nearly everyone to finish both parts of the Language Arts, Writing Test. I will tell you when you have 10 minutes left to finish the multiple-choice test questions. At the end of 75 minutes, you must put your pencils down, turn to the third page of the Language Arts, Writing Test answer sheet, and use your pen to begin your essay. If you finish your essay early, you may go back and work on Part I of the Language Arts, Writing Test. If you finish the multiple-choice questions before I call time, you may start writing your essay.

SAY: Remember that you are to complete your answers to the multiple choice questions with a pencil. You are to write your essay with a ballpoint pen.



SAY: Are there any questions about the Language Arts, Writing Test?

Pause and answer any questions.

SAY: Turn to the second page of your Language Arts, Writing Test answer sheet.

Pause.

SAY: Open your Language Arts, Writing Test Booklet to page 2. Write only on the answer sheet and colored scratch paper. DO NOT write in the Language Arts, Writing Test booklet. The time is now ____; you may begin.

Start timing the test administration immediately. Record the time candidates begin working in the surveillance log. Write the beginning and ending time on the chalkboard or flip chart.

After the candidates start the test, walk around the room and check the answer sheets to ensure that the candidates are in the correct section of the answer sheet. Circulate often and quietly.

After 65 minutes:

SAY: You have 10 minutes left to complete Part I of the multiple-choice part of the Language Arts, Writing Test.

After 75 minutes:

SAY: Put your pencils down. You now have 45 minutes to write your assigned essay. Remember to write your essay with a blue or black ballpoint pen on pages 3 and 4 of the answer sheet. Do not write your final essay in the test booklet or on the colored scratch paper. If I have not called time before you complete your essay, you may go back and review your multiple-choice answers or answer any questions you have left unanswered.

SAY: You have 45 minutes to write your essay. The time is now _____ ; you may begin.

Record the start and end time. Early in the session, check to see that GED candidates are writing their essays in ink on pages 3 and 4 and that they have bubbled in the assigned topic correctly. Circulate often and quietly.

When 10 minutes remain:

SAY: You have 10 minutes left to complete this test. Please work accordingly. At the end of the 10 minutes, we will collect all test booklets, answer sheets, and colored scratch paper.

When the end of the testing time is reached:

SAY: Time is up. Please put your pencils and pens down and close the test booklets and answer sheets. Remain in your seats while we collect and check the test materials before you leave the testing room. Thank you for your cooperation.

The Science, Social Studies, and Reading Answer Sheet



SAY: On the Science, Social Studies, and Reading answer sheet, listen as I read the instructions that appear at the top of the front page in the section marked “To the Candidate.”

SAY: Please follow the instructions closely so that you properly record the information to make sure you receive the results of your test.

SAY: You will need a number two pencil with an eraser to complete this test. Use only a number two pencil. Make solid, dark marks that completely fill the circles. Completely erase any answers you wish to change.

SAY: Now look at the upper left-hand corner for the section marked TODAY’S DATE Today’s date is _____. Darken the circle that corresponds with the correct month. Under the boxes labeled DAY, write in today’s date and then darken the corresponding circle(s). **(If today’s date is a single-digit number, tell candidates. SAY:** Please put a zero in the first column.) In the boxes labeled YEAR, write in the correct calendar year, and then darken the corresponding circles.

SAY: Find the grid for ID Number Type. Darken the circle next to your ID Number Type. This must match the information that you provided on your demographics form. The demographics form is the eight-page document you filled out when you applied to take the GED® test.

SAY: In the grid for Birth Date, darken the circle that corresponds to the month that you were born. Under the boxes labeled DAY, write in the day that you were born, and then darken the corresponding circles. If the date of your birth is a single-digit number, you must enter a zero in the first column. In the boxes labeled YEAR, write in the correct calendar year you were born, and then darken the corresponding circles.

SAY: In the Identification Number grid, write in your Identification Number or letters. If the ID contains blanks, leave the box blank. Then darken the corresponding circle for each digit or letter in the ID Be sure to fill in the blank circle if you want to leave a space in the ID number.

SAY: Fill in your name as it appears on the identification document you presented today. Use that name each time you take any of the GED® tests.

SAY: If you do not use the same, name that you wrote on your demographics form, your records will be incomplete and it may hinder the scoring of your test.

SAY: If your name is longer than the space provided, please enter as much as will fit. If there is a space in your name, leave a box empty.

SAY: Enter your middle initial in the “MI” box and darken the appropriate circle.

SAY: If you have “Jr.,” Sr.,” or Roman numerals after your name, please enter that in the SUFFIX boxes and darken the appropriate circles. Otherwise, leave this area blank.

SAY: In the boxes in the lower right-hand corner, indicate if there have been any changes to your name or address since the last time you took the GED® tests by darkening the appropriate circle.

The Science Test

Distribute the Science Test booklet and colored scratch paper.

SAY: Please turn to the back of the answer sheet.



SAY: The Science Test answer sheet is located on the left-hand side of the page. Use your colored scratch paper to cover the Social Studies Test and Language Arts, Reading Test answer areas so that you can focus on the Science Test circles. On the cover of your test booklet, in the upper right-hand corner, you will see the words TEST FORM. Find the two-letter test form that starts with the letter I. At the top of page 2 of your answer sheet, darken the circle under these two letters.

SAY: Look on the cover of your test booklet. In the upper left-hand corner, find the two-letter format code. On the second page of the answer sheet, darken the circle corresponding to the test format code in the Format Code box.

SAY: Are there any questions about darkening the corresponding circles for the test form and format code? You must darken the correct circle for both in order for your answer sheet to be scored correctly.

SAY: Turn the test booklet over and read the directions and the sample question provided on the back cover. Do not open the test booklet yet.

Pause.

SAY: Are there any questions?

Pause and answer any questions.

SAY: The time allotted for the Science Test is 80 minutes. The time will be sufficient for nearly everyone to finish the test. I will let you know when you have 10 minutes to finish your work.

SAY: Are there any questions?

Pause and answer any questions.

SAY: Open your test booklet to page 2. The time is now ; you may begin.

Start timing the test administration immediately. Record the time candidates begin working in the surveillance log. Write the beginning and ending time on the chalkboard or flip chart. After the candidates start the test, walk around the room and check the answer sheets to ensure that the candidates are in the correct section of the answer sheet. Circulate often and quietly.

When 10 minutes remain:

SAY: You have 10 minutes left to complete this test. Please work accordingly. At the end of the 10 minutes, I will collect all test booklets, answer sheets, and colored scratch paper.

At the end of the testing time:

SAY: Time is up. Please put your pencils down. Close your test booklet and turn over your answer sheet. Remain in your seats while we collect and check the test materials before you leave the testing room. Thank you for your cooperation.

The Social Studies Test

SAY: Please turn to the back of the answer sheet.



SAY: The Social Studies Test answer area is located in the center of the answer sheet. Use your colored scratch paper to cover the Science Test answer area so that you can focus on the Social Studies Test section.

SAY: On the cover of your test booklet, in the upper right-hand corner, you will see the words TEST FORM. Find the two-letter test form that starts with the letter I. At the top and center of page 2, of your answer sheet directly under Social Studies, darken the circle under these two letters.

SAY: Look on the cover of your test booklet. In the upper left-hand corner, find the two-letter format code. On the answer sheet under Social Studies, darken the circle corresponding to the test format code in the Format Code box.

SAY: Are there any questions about darkening the corresponding circles for the test form and format code? You must darken the correct circle for both in order to score your answer sheet correctly.

SAY: Turn the test booklet over and read the directions and the sample question provided on the back cover. Do not open the test booklet yet.

Pause.

SAY: Are there any questions about the Social Studies Test directions?

Pause and answer any questions.

SAY: The time allotted for the Social Studies Test is 70 minutes. The time will be sufficient for nearly everyone to finish the test. I will let you know when you have 10 minutes left to finish your work.

SAY: Are there any questions?

Pause and answer any questions.

SAY: Open your test booklet to page 2. The time is now ; you may begin.

Start timing the test administration immediately. Record the time candidates begin working in the surveillance log. Write the beginning and ending time on the chalkboard or flip chart.

After the candidates start the test, walk around the room and check the answer sheets to ensure that the candidates are in the correct section of the answer sheet. Circulate often and quietly.

When 10 minutes remain:

SAY: You have 10 minutes left to complete this test. Please work accordingly. At the end of the 10 minutes, all test booklets, answer sheets, and colored scratch paper will be collected.

When the end of the testing time is reached:

SAY: Time is up. Please put your pencil down and close your test booklets. Remain in your seats while we collect and check the test materials. Thank you for your cooperation.

The Reading Test

SAY: Please turn to the back of the answer sheet.



SAY: The answer sheet for the Reading Test is located on the right-hand side of the page. Use your colored scratch paper to cover the Science Test and Social Studies Test sections so that you can focus on the Reading Test circles. On the cover of your test booklet, in the upper right-hand corner, you will see the words TEST FORM. Find the two-letter test form that starts with the letter I. At the top of page 2 of your answer sheet, darken the circle under these two letters.

SAY: Look on the cover of your test booklet. In the upper left-hand corner, find the two-letter format code. On the answer sheet under Reading, darken the circle corresponding to the test format code in the Format Code box.

SAY: Are there any questions about darkening the corresponding circles for the test form and format code? You must darken the correct circle for both in order to score your answer sheet correctly.

SAY: Turn the test booklet over and read the instructions and the sample question provided on the back cover. Do not open the test booklet yet.

Pause.

SAY: Are there any questions?

Pause and answer any questions.

SAY: The time allotted for the Language Arts, Reading Test is 65 minutes. The time will be sufficient for nearly everyone to finish the test. I will let you know when you have 10 minutes left to finish your work.

SAY: Are there any questions?

Pause and answer any questions.

SAY: The time is now _____; you may now begin.

Start timing the test administration immediately. Record the time candidates begin working in the surveillance log. Write the beginning and ending time for on the chalkboard or flip chart.

After the candidates start the test, walk around the room and check the answer sheets to ensure that the candidates are in the correct section of the answer sheet. Circulate often and quietly.

When 10 minutes remain:

SAY: You have 10 minutes left to complete this test. Please work accordingly. At the end of the 10 minutes, I will collect all test booklets, answer sheets, and colored scratch paper.

If you are administering the Language Arts, Reading, Science, and Social Studies tests at the same time, then provide a way of notifying candidates without disturbing other candidates who have more time to complete their tests.

When the end of the testing time is reached:

SAY: Time is up. Please put your pencils down. Close your test booklet and turn over your answer sheet. Remain in your seats while we collect and check the test materials before you leave the testing room. Thank you for your cooperation.



Section 8: The Essay

Overview

GED® candidates write an original essay on an assigned topic. Part II of the Language Arts, Writing Test directly measures a dimension of writing skills not tested by the multiple-choice questions.

8.1 Essay Topics

The essay topics present issues or situations of general interest about which adults would be expected to have some knowledge. The topics are brief and written at an appropriate reading level. In general, the topics direct GED® candidates to state their views and to support them with examples from their own lives or the lives of others. Topics that require a specific format, such as the argumentative or comparison/contrast essay, are avoided so that GED® candidates with less formal training in writing are not penalized.

8.1-1 Essay Topic Provision and Use

The essay topics are provided in two ways, either in the test booklet or in a topic packet, depending on the number of test batteries ordered. Official GED® testing centers that order six or fewer test batteries, special editions, or other language tests will receive topic packets.

To ensure the security of the topics and to ensure that the Writing Test is properly administered, examiners must comply with the following procedures:

- A) If the testing center uses topic cards, take *only* the assigned topics and one alternative topic to the testing room. Place the topic cards in the Language Arts, Writing Test booklets. If the essay topic appears in the test booklet, take one additional booklet.
- B) Parts I and II of the Language Arts, Writing Test **should never be administered separately**. Each candidate must have his or her own test booklet and essay topic card (if applicable) for the entire two hours.
- C) Do not read the essay topic aloud except to people taking the audiocassette version of the GED® tests.

In addition to this specific information about the topic, the directions printed in the Language Arts, Writing Test booklet provide further guidance to GED® candidates. The directions advise candidates to be specific and to support their views. Length is not a criterion of effective writing and is not a standard for scoring the essay.

All GED® candidates must write their essays on the answer sheets and may not attach additional paper or use a second answer sheet if their essays exceed the space provided. Only the writing on the two lined pages in the answer sheet booklet will be read and scored.

The Language Arts, Writing Test is a two-hour test: The first 75 minutes are allotted for the multiple-choice section (Part I) and the remaining 45 minutes are for the essay section (Part II).

If the GED® candidate finishes the multiple-choice section in less than 75 minutes, he or she may begin the essay section immediately. After completing the essay section of Language Arts, Writing Test, the candidate may review and make corrections to Parts I and II if time remains.



8.1-2 Exemptions from an Assigned Essay Topic

In rare cases, a GED Chief Examiner or GED Examiner may find a GED® candidate who is unable to write about an assigned essay topic because the topic is inappropriate due to a candidate's disability, religion, or incarceration. For example, an Amish candidate may be asked to write about a modern technological device. Many Amish sects prohibit members from using advanced technology, so the candidate's knowledge of the subject may be so limited as to diminish the opportunity to demonstrate his or her writing skills.

Under no conditions may the GED Chief Examiner or GED Examiner alter a given topic or create a new one for a candidate's use.

Where it is clear that the assigned essay topic is not appropriate for a GED® candidate, an alternate essay topic may be assigned. In such cases, the GED Chief Examiner or GED Examiner will do the following:

- A) Assign an alternate topic according to the following procedures:
1. If the essay topic is printed at random in the test booklet, issue another Language Arts, Writing Test booklet of the same test form bearing the next sequential serial number. For example, the GED Chief Examiner or GED Examiner would exchange Test Form IA, serial 00001 for Test Form IA, serial 00002. If no other test booklets of the same form are available, a Language Arts, Writing Test booklet of a different test form may be used, provided it neither contains the same essay topic nor has been used by the candidate in previous testing.
 2. At testing centers where essay topic cards are in use, issue the next sequential essay topic appearing on the Topic Rotation List. For example, the GED Chief Examiner or GED Examiner would take back Topic D and, having consulted the list, issue Topic B.
- B) Complete the Exemption from Assigned Topic form (Form L-60). The GED Chief Examiner or GED Examiner keeps the original copy of this form and sends a copy to both the GED Administrator and the GED Testing Service.

Because of the potential for abuse of this policy, the GED Chief Examiner or GED Examiner must keep a file of all exemptions granted at his or her official GED® testing center. The GED Administrator will also monitor patterns and numbers of objections to topics raised by GED® candidates.

At GED Testing Service, the operations director will also monitor objections.

8.2 Essay Score

Neither the individual essay score nor the multiple-choice score may be separately provided to any candidate. The score from the Language Arts, Writing Test is a combination of the two parts.

8.2-1 Guidelines for Test Centers, Essay Scoring Sites, and Jurisdictional Administrators for Handling GED® Essays of a Sensitive Nature

POLICY: To maintain security of the topics - GED Testing Service policy prohibits discussing or publicizing the topic or content of any essay or returning or giving any essay to a candidate, his or her family, or anyone else. The essay must be treated as secure, confidential material, except in the limited circumstances in which GED Testing Service may authorize a disclosure.

Candidates are advised of this policy when they take the Language Arts, Writing Test. It is posted on the bottom of the page titled "Essay Directions and Topic":



“IMPORTANT: The essay that you take is the property of the GED Testing Service and is confidential and secure. GED Testing Service policy prohibits the return of the essay to you, your family, or any other individual or program. The policy further prohibits you from discussing or publicizing the content of your essay.”

In general, every effort must be made to keep GED Testing Service essays and essay topics secure. However, situations occasionally arise when a candidate’s essay contains content that threatens suicide or violence, discusses criminal activity, or otherwise addresses issues of a sensitive nature that give the reader a legitimate basis for concern. In these cases, examiners, test center personnel, GED Testing Service trained essay readers, and jurisdictional administrators will need to decide whether any actions are warranted given the content of the essay. When deemed appropriate, oral and written notification should be given to state legal authorities and to relevant GED® personnel. *Such notification should be made promptly upon discovering the sensitive nature of the essay.*

CONCERNS REGARDING SENSITIVE ESSAYS SHOULD BE SHARED ONLY WITH THOSE INDIVIDUALS WHO HAVE A LEGITIMATE NEED TO RECEIVE SUCH INFORMATION.

NOTE: Notifications to GED Testing Service is to be directed to GEDTS Technology Operations @ GEDTSTechnologyOperations@gedtesting.com.

GED Testing Centers

If a testing administrator or proctor believes that a candidate’s essay response suggests an intention to commit suicide, to cause harm to the candidate or others, or to damage property or commit other crimes (including acts or threats of terrorism), or that the writer has been the victim of abuse or an assault by another:

1. The testing officer should immediately notify the jurisdictional administrator, orally and in writing, and copy GED Testing Service with the notification.
2. If possible, the testing officer should contact someone who knows the candidate better, such as a teacher or guidance counselor, to determine if there is reason to believe that the claims or threats are real.
3. Most states have laws that require that certain individuals (such as school officials) report cases of neglect or abuse involving minors. While these statutes may not be applicable to individuals who review GED® essays, GED Testing Service believes that such cases should still be reported to a principal, guidance counselor, or the state agency assigned to protect minors.
4. If state authorities (police, other law enforcement officers, state’s attorney, or an officer of the court) request the original essay, the testing officer should comply with the request as long as it is contained in a valid subpoena or other appropriate legal document. Copies of the subpoena or written request must be sent immediately to the jurisdictional administrator and GED Testing Service.
5. The testing officers must advise the jurisdictional administrator and GED Testing Service of any actions or outcomes that result from the reporting of sensitive essays.

GED® Essay Scoring Sites

If an essay reader notices that a candidate’s essay response suggests an intention to commit suicide, to cause harm to the candidate or others or to damage property or commit other crimes (including acts or threats of terrorism), or that the candidate has been the victim of abuse or an assault by another:

1. The reader should ask another reader to read the essay to see if that person shares the concern about the content.



2. The reader should share the essay with the chief reader and scoring site director.
3. The scoring site director must immediately notify the jurisdictional administrator and GED Testing Service both, orally and in writing.
4. If state authorities (police, other law enforcement officers, state's attorney, or an officer of the court) request the original essay, the GED Chief Examiner should comply with the request as long as it is contained in a valid subpoena or other appropriate legal document. Copies of the subpoena or written request must be sent immediately to the jurisdictional administrator and GED Testing Service.
5. The scoring site director must advise the jurisdictional administrator and GED Testing Service of any actions or outcomes that result from the reporting of sensitive essays.

GED Jurisdictional Administrators

If a jurisdictional administrator receives a sensitive essay from a GED® testing center or GED® essay scoring site, the administrator should:

1. Contact the jurisdiction's internal legal department for advice, including advice on complying with any applicable state or provincial laws.
2. Act upon the advice of the jurisdiction's legal department and if appropriate contact the state's/province's agency that protects minors (if the candidate is under age 18).
3. Comply with any subpoena or other appropriate legal document if state authorities (police, other law enforcement officers, state's attorney, or an officer of the court) request the original essay. Copies of the subpoena or other written request must be sent immediately to GED Testing Service.
4. Notify GED Testing Service, orally and in writing, of all actions or outcomes that result from the reporting of sensitive essays and provide a copy of the original essay.



Section 9: Administration of Other Formats of the GED Tests

Overview

The GED Testing Service has developed several alternate formats of the GED® tests to meet the special needs of GED candidates who are not able to use the standard English print edition of the tests.

9.1 Editions in a Language Other than English¹⁰

French-language and Spanish-language editions of the GED® tests are available. With the exception of slight time differences, the instructions for administering these editions are the same as those for administering the U.S. and Canadian English-language editions of the GED® tests. If the GED Chief Examiner or GED Examiner does not speak the language, it is suggested that a GED Proctor who is fluent in speaking French or Spanish be present to assist with directions, questions, and any special instructions.

Normal time limits for the Spanish- and French-language editions have been set as follows:

	Spanish/French	English
Language Arts, Writing	125 minutes	120 minutes
Language Arts, Reading	70 minutes	65 minutes
Social Studies	75 minutes	70 minutes
Science	85 minutes	80 minutes
Math	Part I: 50 minutes Part II: 50 minutes	Part I: 45 minutes Part II: 45 minutes

10 Only two forms each of the French- and Spanish-language editions are released each contract year. Individuals taking either of these editions have three opportunities to take the tests in order to pass. This means that it may be necessary for an individual to repeat a form on which he or she previously tested. Before repeating a form, the individual must first take the alternate form of the test. Whenever it is necessary to administer a repeat form of the tests, examiners should wait at least 60 days before re-administering a repeat form.

9.1-1 Combining 2002 Series GED Tests Scores Across Different Language Formats

Determining whether to combine scores across different language formats (English, Spanish, and French) of the GED® tests is a matter for the jurisdictions to decide. Jurisdictions should consider the following:

- The available forms of the Spanish-language GED® tests are direct translations of the same forms of the U.S. English-language GED® tests, with the exception of the Language Arts, Writing Test.
- The available forms of the French-language GED® tests are direct translations of the same forms of the Canadian English-language GED® tests, with the exception of the Language Arts, Writing and Language Arts, Reading Tests.

9.1-2 Combining 2002 Series GED Tests Scores Across U.S. and Canadian English-Language Versions

In the U.S. and Canadian English-language versions of the GED® tests, the content of the Social Studies Test is specific to the country in which the test is administered. For example, approximately 50 percent of the Canadian English-language version of the Social Studies Test is specific to Canadian history, government, and civics. Because of this difference between the tests, GED Testing Service recommends that scores across



U.S. and Canadian versions be combined only if the examinee takes the Social Studies Test in the country from which he or she wishes to earn a credential. That is, if an examinee wishes to earn a credential in the United States, he or she should take the U.S. version of the Social Studies Test; if an examinee wishes to earn a credential in Canada, he or she should take the Canadian version of the Social Studies Test.

9.2 Large-Print Edition

Instructions for administering the English, French, or Spanish large-print edition with normal time limits are the same as those for administering the regular-print editions of the GED® tests. Some GED® candidates who have disabilities and are using the large-print edition may be granted extended time to complete the GED® tests. The use of the large-print edition does not require approval from the jurisdictional administrator or GED Testing Service. However, if extra time is also requested, then the request must go through the usual steps for requesting testing accommodations, including completing the Request for Accommodations Form and providing appropriate supporting documentation.

9.3 Audiocassette Edition

GED candidates using the audiocassette edition of the GED® tests are encouraged to practice by using the Official GED Audiocassette Practice Test Form. The GED Chief Examiner or GED Examiner should be familiar with the tape player and the cue-and-review function.

Instructions for administering the audiocassette edition are the same as those for administering the standard-print editions of the GED® tests, with the following considerations:

- A) Time limits for the audiocassette edition are generally longer as the standard time limits. Additional time may be approved under certain circumstances, but must be validated on the accommodations request form.
- B) Methods for recording answers may vary. Some GED® candidates will record their answers on the regular answer sheets, some may dictate their answers to a scribe, and some may use approved mechanical devices to record their responses to the multiple-choice questions and to the essay prompts. The GED Chief Examiner or GED Examiner should adapt standard instructions accordingly.
- C) GED® candidates who have disabilities that prevent them from using the print edition of the test or those who have partial vision and are using the audiocassette edition may use the large print reference manual that accompanies the audiocassette edition. The reference manual contains all text that a GED® candidate hears on the tape. This reference manual may be used only with the audiocassette version of the GED® tests. GED Examiners must not separate the audiocassette from the large-print version and must not use it for other testing purposes.
- D) The large-print version of the GED® test that comes with the audiocassette version cannot be used separately as a large-print test and must always be used with the audiocassette.

9.4 Braille Edition

GED® candidates using the Braille edition of the GED® tests are encouraged to practice by using the Official GED Braille Practice Test. If the GED Chief Examiner or GED Examiner does not read Braille, it is suggested that a GED Proctor who is fluent in reading Braille be present to assist the Chief Examiner or GED Examiner with directions, questions, and any special instructions.

Instructions for administering the Braille edition are the same as those for administering the standard print editions of the GED® tests, with the following considerations:

- A) Time limits for the Braille edition are generally longer than the standard time limits.



Additional time must be validated on the accommodations approval form.

B) Methods for recording answers may vary. Some GED® candidates will record their answers on the Braille answer sheets, some candidates may dictate their answers to a scribe, and some may use approved mechanical devices to record their responses to the multiple-choice questions and to the essay prompts. The GED Chief Examiner or GED Examiner should adapt the standard instructions accordingly.



Section 10: Accommodated Testing of GED® Candidates with Disabilities

The following guidance is always superseded by the guidelines described in the materials posted on the GED Testing Service website; the website always includes the most up-to-date information and guidelines.

Overview

Reasonable accommodations are provided for candidates who have documented disabilities that prevent them from accessing the GED® tests. The GED Testing Service and GED® jurisdictional administrators (on behalf of GED Testing Service) endeavor to comply with all relevant federal laws governing access for individuals with disabilities.

10.1 Tests for GED® Candidates with Disabilities

In an effort to make the GED® tests accessible to all applicants, accommodations are made for candidates who have diagnosed physical, mental, sensory, or cognitive disabilities and who provide appropriate documentation from a qualified professional of their impairment and its effect on their ability to take the GED® tests under standard conditions.

POLICY: Official GED® testing centers shall implement previously-approved accommodations for GED® candidates with documented disabilities.

GED® testing centers must offer the examinations in a place and manner that are accessible to persons with documented disabilities, as approved by GED® Testing Service. This may require reasonable adjustments to the manner in which the examination is administered, such as extended testing time, as well as appropriate auxiliary aids and services.

GEDTS Canada

The remainder of this document pertains to all GEDTS Canadian Jurisdictions with the exception of Saskatchewan.

Test-takers with disabilities in Canada must request accommodations through their provincial GED jurisdiction, which is also the approving body.

- The provincial jurisdictions should have a well-documented procedure for candidates to follow, clearly visible on the jurisdiction's website. This website should house accommodations request forms, documentation guidelines, and other relevant supporting materials for candidates and their evaluators, that clearly describe the steps that candidates should take in requesting reasonable adjustments.
- The provincial jurisdiction is responsible for engaging in an interactive process (when needed) with candidates who have requested accommodations, in order to clarify access needs; the provincial jurisdiction is then responsible for making all accommodations decisions, and communicating such decisions with candidates.
- The jurisdiction is required to consult with GED Testing Service in the event that a proposed accommodation would 1) fundamentally alter the nature of the test (e.g., waiving a portion of the test; allowing for an "open book" test); 2) potentially result in invalid scores (e.g., requesting an "unlimited" amount of extra time); could put in danger the health or safety of the candidate, other candidates, or test-center staff (e.g., asking the proctor to administer medication); or 4) could result in a breach of test



security (e.g., having a parent participate in the testing process; taking the test at the candidate's home).

- The provincial jurisdiction is responsible for hiring and/or contracting with disability experts in Canada with whom they can consult.
- The provincial jurisdiction is responsible for having a clearly visible Appeal Process for candidates for whom accommodations were denied.

The additional costs, if any, associated with providing accommodations may not be charged to the candidate. Fairness to all GED[®] candidates is the underlying principle of the accommodations procedure, both for those GED[®] candidates who test with approved accommodations and those candidates who test without accommodations.



Section 11: Testing Irregularities and Compromises

Overview

Testing irregularities and compromises pose a threat to the integrity of the GED® testing program. A major responsibility of all GED Chief Examiners and GED Examiners is to take all necessary precautions to minimize the possibility that an irregularity or compromise will occur at their GED® testing center. Strictly following GED Testing Service policies and procedures is the best way to prevent the occurrence of irregularities and compromises or to minimize the effect if a problem occurs.

11.1 Testing Irregularities

Testing irregularities are any significant occurrence that generally disrupts a candidate's ability to focus on testing. Such an occurrence could result in an invalid measure of the candidate's performance. Although many irregularities are out of the direct control of the examiners, administering the tests in strict accordance with GED Testing Service policies can minimize their occurrence and impact. Testing irregularities must be reported to the jurisdictional GED Administrator as soon as possible. It is important to review whether an irregularity was avoidable or unavoidable and to evaluate the examiner's management of the situation.

11.1-1 Inappropriate or Disruptive Behavior of Candidates

All GED® candidates are entitled to a quiet, comfortable testing environment that is as free as possible from distractions. The GED Chief Examiner or GED Examiner is responsible for preserving the quality of the testing environment. GED candidates should be advised of this policy before testing begins. When one candidate's activity or behavior disrupts the fair-testing environment, it is the prerogative of the GED Chief Examiner or GED Examiner to speak to the candidate at fault. The candidate should be informed that continued disruption will result in that candidate's dismissal from the testing room and that the test scores will be invalidated. This type of incident should be treated as a testing irregularity.

Examiners should attempt to intervene early to protect the other candidates and prevent the disruption from resulting in a more serious test compromise situation.

11.1-2 Uncontrollable Events

Events beyond the control of the examiner may occur, such as a fire alarm going off, unexpected evacuation orders due to weather, power outages, etc. In these circumstances, the examiner must make every effort to secure testing materials to avoid any compromise. Depending on the nature of the event, the examiner may need to cancel the testing session or may resume testing. In any case, the examiner should document the testing irregularity and describe how the situation was managed. This information should be forwarded to the jurisdictional GED Administrator for review.

11.2 Test Compromises

A test compromise occurs whenever:

- A whole or partial test battery is lost or stolen.
- Any unauthorized person has access to the GED® tests.
- A GED® candidate copies from another candidate.
- An individual impersonates a GED® candidate and attempts to take the test.
- Examiners or candidates share information about the GED® tests.
- GED® candidates receive answers to test questions in advance of the scheduled testing date.



Test loss or compromise is a serious threat to the integrity of the GED® testing program. Every effort must be made to prevent such compromises from occurring. In many cases, test loss or compromise occurs because of human error. Adherence to GED Testing Service policies related to how tests should be used, stored, transported, and accounted for will limit compromises.

A full annual lease fee for replacement forms (if available) may be charged to the official GED® testing center where the test loss or compromise occurred. *If* and *when* that testing center is authorized to resume testing, other fees may be assessed against it. These additional fees may include lease fees for replacement of GED® test forms at any affected GED® testing center within a radius to be determined by the GED Administrator and the GED Testing Service.

The GED Administrator and GED Testing Service will determine the radius of the area affected, taking into account factors such as the nature of the compromise and the geographic nature of the region. The additional fees may also include the cost to replace any compromised GED® tests, in whole or in part.

Unauthorized exposure can result from noncompliance with any test storage, administration, or other procedures described in this manual, such as, but not limited to:

- A) Allowing the advance disclosure of any item on the GED® tests to a GED® candidate or potential candidate.
- B) Disclosing an essay topic to a GED® instructor or GED® candidate.
- C) Giving a GED® candidate access to a test booklet when investigating a challenge of scores.
- D) Indicating a GED® candidate's raw score(s) to anyone.
- E) Permitting GED® tests, used answer sheets, or questions to be copied, photographed, or otherwise memorized in any format.
- F) Permitting access to the GED® tests, even if by negligence, to anyone other than approved GED Chief Examiners or GED Examiners.
- G) Permitting used scratch paper, essay drafts, and similar items to remain in the custody of GED® candidates or storing such items in an unsecured manner prior to destroying them.
- H) Allowing anyone other than the GED Chief Examiner, GED Examiner(s), GED Proctors, GED candidates, the state administrator, or a representative of the GED Testing Service to enter the testing room.
- I) Describing to a GED® candidate the items that the candidate did not answer correctly.

Whenever possible, in staff meetings and daily contacts, the GED Chief Examiner and GED Examiners should emphasize to GED® instructors that post test “debriefing” of a GED® candidate is not only a violation of that candidate’s privacy, but also a violation of test security that could result in the permanent closure of the GED® testing center.

11.2-1 Suspected Use of Unauthorized Aids or Other Compromises

When the GED Chief Examiner or GED Examiner suspects that a GED® candidate is copying another candidate’s paper, using unauthorized aids, impersonating another individual (i.e., “surrogate testing”), using false identification, has had prior access to the GED® tests or to essay anchor/recalibration papers, or has engaged in other improper conduct, the Chief examiner or examiner must promptly do the following:

- A) Minimize the disruption to other candidates.
- B) Remove the individual(s) in question from the testing room, only if doing so does not disrupt the testing session or present a physical threat to the GED Chief Examiner or GED Examiner or to another candidate.



- C) In the examiner's discretion, permit the individual to complete the testing session, then invalidate the scores immediately and report the incident to the GED Administrator and the GED Testing Service, which will decide what further action is appropriate.
- D) Inform the jurisdictional GED Administrator, the institution that sponsors the official GED® testing center, and the GED Testing Service of the incident.
- E) Obtain statements from any candidates and/or staff members who observed the activity and attach these statements (ideally, signed by the candidate or staff member) to the written report.
- F) Prepare a written report recording specific details of the compromise.

The GED Testing Service requires that a candidate's scores be held and secured, for possible invalidation, when the GED Chief Examiner or GED Examiner observes candidate behavior that results in a compromise. The GED Chief Examiner or GED Examiner must delay reporting scores to any candidate who is suspected of compromised testing until an investigation has been completed.

11.3 Procedures for Investigating a Test Loss or Compromise

If a test booklet, scored answer booklet, or any secure scoring material is misplaced, lost, or compromised in any way, the GED Chief Examiner or GED Examiner must adhere to the following procedures.

No request to resume testing will be considered until the official GED® testing center where the loss or compromise occurred has fulfilled *all* the requirements in the following list. When a compromise occurs, an official GED® testing center should expect to be closed.

- A) Upon discovery of loss or compromise of secure testing material, all administration of the GED® tests at the official GED® testing center must stop at once. No further testing may be conducted.
- B) If the GED Chief Examiner or GED Examiner concludes that secure testing materials have been lost or stolen, the loss or theft must be reported to the municipal or county police.
- C) The GED Chief Examiner or GED Examiner must *immediately*—within the hour or, if after 4:45 p.m. Eastern Standard Time (EST), at the opening of the following business day— report both *by telephone and in writing* any missing material(s), including test booklets, topic cards, scored answer sheets, or scratch paper, and must specify their form and serial numbers to the chief administrative officer (school district superintendent, college president or dean, or other institution official who signed the GED® annual contract), the GED Administrator, the GED Testing Service, and the official GED® testing center's official scoring site.
- D) GED® test results or score reports from all GED® candidate(s) at any testing session in which a test loss or compromise occurred cannot be released until (1) the cause and extent of the loss can be determined, and (2) permission to release scores has been issued by the GED Administrator.
- E) Form L-24 should be completed by the examiner in charge of testing when the compromise occurred and submitted to the GED Administrator and GED Testing Service within two business days after the discovery of the compromise.
- F) The GED Chief Examiner or GED Examiner must begin an investigation immediately into the location of any missing material, the reason for the loss, and the extent of the loss. The investigation by the GED Chief Examiner or GED Examiner must include a detailed review of *all* test administration procedures and security measures observed at the official GED® testing center. Test compromises typically result from a combination of factors rather than from a single error. A complete self-evaluation by the official GED® testing center is the first step toward preventing future problems.
- G) If there is any conceivable threat to test security at any official GED® testing center within the region, the GED Administrator must be consulted for direction. If so directed by the GED Administrator, the GED Chief Examiner or GED Examiner must immediately notify other official GED® testing centers to discontinue use of the compromised materials until further notice. The extent of the geographic area and the GED® testing centers affected by the test compromise will be determined by the GED



Administrator and the GED Testing Service on the basis of geographic factors and the nature of the test compromise.

H) In the event that a compromised test form must be recalled from neighboring GED® testing centers, the official GED® testing center at which the loss occurred may be required to assume the costs of restocking the neighboring testing centers with replacement testing materials at full leasing costs. This rule applies even if the radius of the affected area extends into another jurisdiction.

I) If the investigation determines that a form of the GED® tests may have been compromised, the remaining stock of testing materials of that form must be returned to GED/Brightkey, 9050 Junction Drive, Annapolis, MD 20701. A full annual rental fee will be charged for all replacement forms *if and when* a testing center is authorized to resume testing. Replacement costs may also be imposed for a compromised GED® test form or compromised test content.

J) The GED Administrator should try to arrange access to testing for GED candidates who miss opportunities to take the GED® tests as a result of the test compromise. Testing may be arranged by the GED Administrator's office or in a transportation addendum from a neighboring GED® testing center, as determined by the GED Administrator. Materials and test administration staff of the official GED® testing center where the compromise took place may not be used in administering the tests. The GED Chief Examiner or GED Examiner of the testing center under investigation must support the effort by providing the information and resources needed to contact and reschedule the GED® candidates who were impacted.

K) The GED Administrator or an official representative must visit the official GED® testing center where the test compromise occurred and must consult with the GED Chief Examiner or GED Examiner(s) concerning appropriate procedures. The results of the visit must be included in the final report of the GED Chief Examiner or GED Examiner.

L) A written report and written action plan must be submitted by the GED Chief Examiner to the official GED® testing center's chief administrative officer, the GED Administrator, and the GED Testing Service within **seven business days**. The final report and corrective action plan shall include a detailed description of the following:

1. All circumstances that led to the loss or compromise.
2. Testimony of any official GED® testing center staff members or GED® candidates that has any bearing on the incident (ideally, signed by the individual providing the statement).
3. Recommendations by the GED Administrator.
4. Security measures that will be initiated to prevent future compromise.
5. Any administrative changes that will facilitate improved security measures.
6. A copy of the local police report, if available.

No further testing may be conducted until the GED Administrator and GED Testing Service agree to the reopening of the center.

If GED Testing Service approves the recommendation to resume testing, the GED Administrator will be notified. The decision on whether to permit testing to resume is a joint decision of the GED Administrator and the GED Testing Service.

11.4 Consequences of Security Breaches at an Official GED® Testing Center

Any loss or compromise may result in (1) the permanent closure of an official GED® testing center, (2) GED Testing Service refusal to permit the current GED Chief Examiner, GED Examiner, or other testing center staff members future access to the GED® tests, and/or (3) the imposition of various costs on the applicable jurisdiction to compensate for the harm caused by the security breach.



Section 12: Special Circumstances/Waiver Program

There may be situations within the Transitional Waiver Program where unique policies and procedures apply. Some examples are listed in the following section:

1. If an inmate is released prior to completing the 2002 paper test battery.....
- A paper test can be provided to the released inmate, for a limited amount of time from date of release. Inmates will be given instructions upon release on how to continue/complete the test battery. There is a cost of \$30.00 for each module.

Overall process is as follows:

1. Student must be released from a facility participating in the Waiver Program
2. Student must have TAKEN and PASSED at least one module
3. Student (or representative) must contact GEDTS within 30 days of release to continue testing (via email to: GEDTSProgramSupport@gedtestingsservice.com)

If all of the above are true, GEDTS will work with the State GED Administrator to coordinate testing for that student.

2. If a person starts on the 2014 CBT test, gets arrested in 2014, and they are incarcerated in a waiver facility (2002 paper test), they have some options:
 - a) start over on the 2002 paper test that is offered in that waiver facility
 - b) wait for facility to convert to computer based testing, and then complete the 2014 test
 - c) wait until released and complete the 2014 battery, started before arrest (depending on timing)
3. If a person starts on the 2002 test in 2013 and was arrested before end of 2013, and incarcerated in a non-waiver facility (2014 CBT test), they will need to start over on the 2014 test on computer. If they are incarcerated in a waiver facility, they will be allowed to complete the 2002 battery while incarcerated.
4. If an inmate is transferred from waiver facility (2002 paper test) to a non-waiver facility (2014 CBT test), it is recommended that they complete the 2002 paper test battery prior to the transfer. If that is not possible, they will need to start over on the 2014 test on computer, at the new, non-waiver program facility.
5. If an inmate is transferred from a non-waiver facility (2014 CBT test) to a waiver facility (2002 paper test), they have two options:
 - a) Start over on the 2002 paper test that is offered in that waiver facility
 - b) Wait for facility to convert to computer based testing, and then complete the 2014 test battery, or wait until release and complete the 2014 battery



2014 GED[®] PROGRAM

Policy



Manual

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2014 GED[®] Program Policy Manual

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GED[®] Program History

Overview

The 2014 GED[®] program builds upon the legacy and history of serving adult learners in the United States and throughout the world. With this update to the GED[®] program, GED Testing Service is fundamentally shifting its focus to completely center on the adult learner. The program gives adults not just a test, but a comprehensive, start-to-finish program that ensures they have the tools and support they need to take the next critical steps in their lives. This policy manual describes the roles and responsibilities of the jurisdiction in the 2014 GED[®] program.

The proper administration, supervision, and integrity of the GED[®] program are the joint responsibility of the participating jurisdictional departments of education, other contracting agencies, and GED Testing Service LLC (hereinafter referred to as “GED Testing Service”). In the case of U.S. federal correctional facilities and military installations, the GED[®] program is the joint responsibility of the applicable federal agency and GED Testing Service. Adherence to these policies as established by GED Testing Service in concert with participating jurisdictions is vital to a successful GED[®] program.

GED Testing Service endorses and abides by the National Council on Measurement in Education’s (NCME) Code of Professional Responsibilities in Educational Measurement. GED Testing Service joins NCME in encouraging other organizations and individuals to uphold the principles of the NCME Code that are relevant to those aspects of their professions that relate to the GED[®] program. A copy of the NCME Code may be viewed on the Internet at: <http://ncme.org/resource-center/code-of-professional-responsibilities-in-educational-measurement/>

History

The first high school equivalency examination (later branded the GED[®] test) was developed in 1942 to measure the major outcomes and concepts generally associated with four years of high school education. Initiated by the United States Armed Forces Institute (USAFI), the original tests were administered only to military personnel so that returning World War II veterans could more easily pursue their educational, vocational, and personal goals.

The USAFI examination staff, composed of civilian testing experts, worked with an advisory committee established with the support and cooperation of the American Council on Education, National Association of Secondary School Principals, and regional U.S. accrediting associations.

The opportunity to document the attainment of high school-level academic skills served as a significant aid to the many service members whose academic careers had been disrupted during the war. During the 1950s, it became apparent that civilians could also benefit from the program—a need



that ACE undertook to fulfill. Civilians were first allowed to take the GED[®] test in 1947. The Veterans' Testing Service administered the program from 1945 to 1963. In 1963, the Veterans' Testing Service changed its name to GED Testing Service in recognition that the program had become one chiefly for nonveteran adults offering a path to a high school equivalency credential.

Since that time, GED Testing Service has directed a program that has served as many as one million test-takers (as defined herein) annually. Testing continues to be provided for military personnel stationed overseas, people confined in correctional and health institutions, and for U.S. civilians and foreign nationals overseas.

The acceptance of the GED[®] test as a valid means of awarding a high school equivalency diploma/certificate is fundamental to the success of the GED[®] program. During its 70 year history, the GED[®] test has been accepted and used by all 50 U.S. states, the District of Columbia, eight U.S. insular areas, ten Canadian provinces, and three Canadian territories as a basis for awarding high school equivalency credentials. Recent national surveys confirm that most U.S. employers and training programs regard the GED[®] credential as equivalent to a traditional high school diploma. In addition, most U.S. colleges and universities accept transcripts of GED[®] test results as being the same as high school transcripts for admission purposes.

GED Testing Service Today

In March 2011, GED Testing Service was organized as its own separate legal entity through the formation of a joint venture comprised of the American Council on Education (ACE) and NCS Pearson, Inc. (Pearson). This joint venture, the combination of two industry-leading organizations, is designed to leverage their common focus on adult education and shared interest in ensuring that more adults are career- and college-ready. Keeping the same name, GED Testing Service committed to build a program to prepare and certify an adult learner's readiness to pursue a college degree, advanced vocational training, or a job.

Today's adult learners need increased access to education and testing as well as more robust pathways into the workplace and higher education. That's why GED Testing Service built the new 2014 GED[®] program from the ground up, with input from leading educators, state and national education officials, employers, and GED[®] graduates.

The 2014 GED[®] program gives adults not just a test, but a comprehensive program with tools and support they need to take the next critical steps in their lives. The tools included in the 2014 GED[®] program include:

- 2014 GED[®] test: The only nationally recognized high school equivalency test aligned with current high school standards and career- and college-readiness expectations.
- MyGED[™] online portal: Mobile-friendly, free, and customizable, MyGED[™] is the start-to-finish online support tool for the 2014 GED[®] program. Adults can easily register and schedule their test, find preparation tools, check their score, and get support for career and college transitions through MyGED[™] at GED.com.
- GED Ready[™]: The Official Practice Test: Available in adult education programs and at home, GED Ready[™] is the only practice test designed to tell test-takers if they're ready for the real thing. Test-takers get first-hand experience answering computer-based test



questions written and developed by the test creators and they receive an Enhanced Score Report every time they test.

- Enhanced Score Report: Provides personalized feedback for each test-taker so they know their strengths, what skills to develop, and a personal study plan aligned with test preparation materials to help them score higher.
- Smart Transcript: Test-takers who complete the GED[®] test in jurisdictions using GED Credentialing[™] receive the Smart Transcript, an electronic transcript that shares test-taker scores and links to detailed information about the content tested on the GED[®] test and explanations about what the scores mean for colleges and employers.
- GED Credentialing[™]: A free service for jurisdictions, it is included in the 2014 GED[®] program to support transcript and diploma fulfillment for jurisdictions that want it, and it offers graduates the benefits of the Smart Transcript.
- GED Analytics[™]: Gives educators unprecedented access to real-time data, which they can use to track the needs of their state's program and use these data to make better-informed decisions and improve test-taker outcomes (*available in early 2014*).
- GED Manager[™]: Provides a streamlined way to view test-taker activity and history, demographic information, scores, accommodations status and it gives state and local program administrators easy access to approve exceptions for eligibility requirements.

Today's GED Testing Service built the comprehensive 2014 GED[®] program to focus on the needs of adult learners and their success. These tools and other resources are discussed further at: <http://www.gedtestingservice.com/2014program>.

About the 2014 GED[®] Test

The 2014 GED[®] test represents the fifth version of the GED[®] test since its introduction in 1942. The 2014 test also represents the most significant upgrade in the test in nearly seventy years.

The 2014 GED[®] test is primarily computer-based and includes four content area tests—Reasoning Through Language Arts (RLA), Mathematical Reasoning (Math), Science, and Social Studies. The test provides the following:

- 1) An assessment of whether candidates are eligible to receive their jurisdictions' high school-level credential
- 2) Feedback on candidates' performance relative to career- and college-readiness standards
- 3) Provision of actionable information to guide candidates' further study and preparation

The 2014 GED[®] test is offered primarily as a computer-based assessment (with paper testing provided as an accommodation in limited circumstances that require paper-based testing). The test is offered only at authorized testing centers and is not available online. This manual describes the policies and responsibilities of GED Testing Service and the jurisdictions that offer the 2014 GED[®] test.

The 2014 GED[®] test is available in the U.S. in English-language and Spanish-language editions. Additional details about these editions and any related accommodations are referenced in later sections of this policy manual.



About the 2014 GED[®] Program Policy Manual

Through the terms of the Contract #071B5500057 with the State of Michigan), anyone involved in administering the 2014 GED[®] program or any portion of the 2014 GED[®] test is required to comply with the policies described in this policy manual related to the delivery of the 2014 GED[®] test.

The policies described in this manual are exclusively for the 2014 GED[®] program. These policies apply to jurisdiction staff, jurisdiction's third parties involved in the jurisdiction's GED[®] program, the jurisdiction's responsibilities, test-taker eligibility and accommodations for test-takers with disabilities.

All individuals involved with the GED[®] program must also comply with the requirements set out in the *Brand Usage Guidelines for Licensed Jurisdictions and Other Licensed Users*. This can be found and downloaded at: <http://www.gedtesting.com/educators/resources-educators>

Additionally, GED Testing Service Terms and Conditions can be found in Appendix 2.

Questions, comments, or suggestions concerning this policy manual should be directed to GED[®] program operations at Operations@GEDtesting.com.



Section 1: 2014 GED[®] Program General Policies

Overview

The following policies broadly define the expectations for the GED[®] program and all GED[®] program personnel.

Statement of Purpose

The 2014 GED[®] program and the GED[®] test is developed and maintained by the GED Testing Service. The 2014 GED[®] test provides adults with a high school equivalency test that is based on current career- and college- readiness standards and is designed to provide adults, who have not graduated from high school, with an opportunity to earn their jurisdiction's high school-level educational diploma/certificate.

POLICY: The GED[®] program must be conducted in accordance with (1) all policies as developed by GED Testing Service contained in this manual; and (2) policies and procedures established by the respective jurisdictional agency responsible for overseeing their jurisdictional program. Jurisdictional policies and procedures may in no way undermine, nor in any way be used to circumvent GED Testing Service policies. GED Testing Service has the authority to suspend GED[®] program operations in a jurisdiction, disestablish the jurisdictional GED[®] program, or close local testing centers temporarily or permanently if violations of policy are not readily resolved.

POLICY: It is the responsibility of GED Testing Service staff to review these policies at least annually and to recommend to GED Testing Service's vice president, operations any changes and new policies, as needed or as required. It is also the responsibility of GED Testing Service staff to interpret policies and to develop procedures for implementing them. GED Testing Service will discuss and correspond with the jurisdictional GED Administrator[™] regarding suggested additions to these policies.

POLICY: Use of any GED[®] test, other than as described in the *Statement of Purpose*, is strictly prohibited without the express written permission of GED Testing Service. Written authorization to use the GED[®] test for any purpose not described in the *Statement of Purpose* must be obtained in advance from GED Testing Service. Misuse of the GED[®] test includes, but is not limited to: (1) use for the purposes of grade placement or promotion; (2) as a measure of student progress in instructional programs; (3) use as a means of awarding academic credit (e.g. Carnegie units); or (4) use as a means of awarding alternative credentials to currently enrolled high school students. The exception to this is for jurisdictions approved by GED Testing Service to operate the GED Options[™] program. Jurisdictions approved to operate the GED Options[™] program shall test students in accordance with their approved GED Options[™] program plan.

POLICY: GED[®] and GED Testing Service[®] are registered trademarks of the American Council on Education (ACE). As the exclusive licensee of these marks, GED Testing Service administers the GED[®] brand and related trademarks on behalf of ACE. The jurisdiction's use



of these registered trademarks must be in accordance with the *GED[®] Brand Usage Guidelines for Licensed Jurisdictions and other Licensed Users*, which are posted on GED Testing Service's website and which may be updated from time to time.

POLICY: Rights to the GED[®] test, test content, GED[®] test scores, and test-taker data. GED Testing Service is the exclusive owner of the GED[®] test including all test questions and all responses to those questions provided by test-takers. Use of any GED[®] test (in whole or in part), stimulus materials, test questions, and/or test responses/answers, is prohibited without the express written permission of GED Testing Service. The GED[®] test questions and essay prompts administered at testing centers are the valuable, copyrighted property of GED Testing Service.

The term "Test-taker" when used herein, means any individual who registers, prepares for, or takes any test supplied or owned by GED Testing Service. As a condition of testing, a Test-taker agrees to:

- Maintain the confidentiality of all test questions administered to him/her
- Not receive any unauthorized assistance while taking the GED[®] test
- Not discuss specific test items or essay prompts with anyone other than the test administrator/test site manager
- Return all testing items to the test administrator/test site manager at the conclusion of testing

The GED[®] test is not the property of the Test-taker. A disclosure of GED[®] test questions in any form or by any means in violation of this policy undermines the integrity and security of the GED[®] test and is strictly prohibited. Any unauthorized access, reproduction, distribution or disclosure of GED[®] test questions by a Test-taker before, during, or after taking the GED[®] test is a violation of U.S. and international intellectual property laws and treaties. Available remedies will be pursued by GED Testing Service as appropriate, which may include criminal prosecution, a civil lawsuit seeking damages, and/or canceling or invalidating the Test-taker's test scores and notifying entities that have received the Test-taker's test scores.

Test-taker Privacy, Data, and Authorized Use of Test-taker Data

"Test-taker Data" means all data including, but not limited to, a Test-taker's demographic and performance data, Test-taker's credential status, expiration dates, effective dates, all test results, test scores, information related to accommodation requests, GED Options[™] program information, all other data related to the testing process, other data about a Test-taker's interactions with jurisdiction credentialing activity, and data that is a composite and/or subset of the Test-taker's Data.

GED Testing Service may use Test-taker Data in any reasonable manner or in a manner in which the Test-taker has provided consent to use such Test-taker Data.

A jurisdiction may use Test-taker Data in a reasonable manner for the purposes of evaluating and reporting on the performance of the jurisdiction's Test-taker, assessing whether the Test-taker qualifies for the jurisdiction's high school-equivalency credential or GED[®] credential, for reporting jurisdiction's GED[®] program data to other agencies within the jurisdiction as required for educational performance or funding, or for reporting aggregated data to support the jurisdiction's GED[®] program. GED Testing Service will work with the jurisdiction regarding aggregate data for reports and other research as the parties mutually agree. The jurisdiction will have a log on ID to access the GED Testing Service system to view and monitor Test-taker Data and test scores for their jurisdiction. The



jurisdiction is responsible for following the requirements of all laws regarding the Test-taker Data. The jurisdiction is responsible to ensure it has appropriate policies and procedures in place with its employees and contractors to protect the confidentiality of Test-taker Data.

POLICY: Privacy and Confidentiality. GED Testing Service recognizes the importance of Test-taker privacy and confidentiality. GED Testing Service is committed to respecting that privacy and keeping Test-takers informed about GED Testing Service data privacy policies. GED Testing Service has established safeguards to help prevent unauthorized access to or misuse of the Test-taker's Data maintained by GED Testing Service, but cannot guarantee that Test-taker's Data will never be disclosed in a manner inconsistent with this data privacy policy (for example, as a result of unauthorized acts by parties that violate applicable law or relevant web policies).

Except as set forth below, Test-taker Data may not be made available to third parties without the Test-taker's permission.

POLICY: GED Testing Service treats the GED[®] test scores as confidential information. Protecting the confidentiality of the scores received by Test-takers is critical to the overall management of the GED[®] program. The GED Administrator[™] must ensure that the jurisdiction and all jurisdictional staff take appropriate measures to protect the data of the individual Test-takers.

Unlike school records to which members of the teaching staff have access, scores earned on the GED[®] test by individual Test-takers are confidential. All jurisdiction departments of education, or other approved jurisdictional agencies are permitted to report an individual's scores only with the written permission of the Test-taker or legal guardian.

A GED[®] diploma or credential, whether issued by the department of education or other approved jurisdictional agency, GED Testing Service, or by a local school, should be considered in the same manner as a traditional high school diploma. However, because some Test-takers do not wish their credential awards to be a matter of public record, no name of a credential recipient should be released unless an individual Test-taker has signed written permission to this effect. The fact that a person has or has not taken the GED[®] test should also be treated as confidential information.

Special care must be taken to ensure the confidentiality of scores received on the GED[®] test, especially when any form of electronic storage is used to store results or when test results are transmitted by electronic means.

GED Testing Service may share Test-taker Data with third parties for the following purposes:

1. Research

GED Testing Service and third parties authorized by GED Testing Service may access and use Test-taker Data for research purposes, including research directed toward improving or reporting on the effectiveness of the GED[®] program. Any such access to Test-taker Data will be subject to a confidentiality requirement that prohibits the disclosure or publication of any information that allows individual Test-takers to be identified. Unless a Test-taker has indicated otherwise on the demographics form, GED Testing Service may contact a Test-taker to determine whether he or she is willing to participate in surveys that are also intended to improve or report on the effectiveness of the GED[®] program.



2. Legal Proceedings

GED Testing Service may disclose and provide access to Test-taker Data in response to a subpoena or other order in a judicial or other governmental proceeding, or as otherwise required by law. To ensure test security, GED Testing Service may also disclose and provide access to personally identifiable information in order to detect, investigate, or prevent fraud or other unlawful activity or violations of GED Testing Service testing policies.

3. Third Parties

A number of third parties perform services related to the GED[®] program. These third parties provide GED Testing Service with information from or about Test-takers collected on forms that are prepared by GED Testing Service, or on modified versions of those forms. The information includes, but is not limited to, Test-taker demographic details, test scores, accommodation requests, and GED Options[™] program testing authorizations. GED Testing Service also manages this information, as it is reflected in the GED Testing Service records.

GED Testing Service reserves the right to update, change, and amend such policies at any time.



Section 2: Jurisdiction Role and Responsibility

Overview

The GED[®] program is jointly sponsored by GED Testing Service and state, provincial, or territorial departments or ministries of education, or other jurisdictional agencies. The chief administrative officer of each respective jurisdiction shall designate a GED Administrator[™] who is responsible for using the GED[®] test as a jurisdictional test to measure whether a person is eligible for the jurisdiction's high school equivalency credential.

2.1 Qualifications of the GED Administrator[™]

POLICY: The chief administrative officer of the jurisdictional agency participating in the program shall appoint a qualified individual to administer and oversee all aspects of GED[®] testing in his/her respective jurisdiction.

GED Administrators[™] should be professional and experienced educators who hold at least a bachelor's degree (master's degree preferred) and have experience in adult education, educational administration, testing, or counseling, and must be knowledgeable about the GED[®] program or educational testing and measurement. GED Administrators[™] should be full-time employees charged with the responsibility of overseeing the jurisdiction's GED[®] program.

2.2 Selection or Replacement of the GED Administrator[™]

The GED Administrator[™] is the jurisdiction's authorized liaison with GED Testing Service. The chief administrative officer of the participating jurisdictional agency shall formally notify GED Testing Service of the appointment and the effective appointment date of the GED Administrator[™] using the *Administrator Appointment Form*, which can be requested from GED Testing Service's Test Operations department at Operations@GEDtestingservice.com.

When it becomes necessary to appoint a temporary or acting GED Administrator[™], the jurisdiction must notify GED Testing Service promptly, including the expected length of time of the temporary or acting appointment.

Failure to appoint a replacement or an acting GED Administrator[™] may require the temporary suspension of GED[®] testing in the jurisdiction until an appointment is made.

2.3 Training the GED Administrator[™]

New GED Administrators[™] will receive training from GED Testing Service. Training will begin approximately within four weeks of GED Testing Service's notification of the appointment.

2.4 Responsibilities of the GED Administrator[™]



The GED Administrator™ is responsible for policy implementation and administration of the GED® program within the jurisdiction. The GED Administrator™ is the person with whom GED Testing Service has regular and direct contact regarding policies, procedures, and issues. The responsibility includes working cooperatively throughout the jurisdiction to increase the number of adults who are aware of and participate in the 2014 GED® program. By participating in the 2014 GED® program, these adults then gain the skills they need to succeed in college, career-training programs, and the workforce, thus contributing to the economy and overall health of the jurisdiction.

2.4-1 Administration

The GED Administrator™ shall:

- a. Ensure accessibility to the GED® program for all populations.
- b. Establish regular communication with adult educators, workforce development/labor, corrections and other instructional adult education program providers in order to keep them informed of developments in the GED® program including updates, changes or other information related to the administration of the GED® program in the jurisdiction.
- c. Participate in joint research and survey activities within the jurisdiction with GED Testing Service.
- d. Attend appropriate meetings regarding the GED® program.
- e. Provide timely review, disposition and resolution of jurisdiction specific Test-taker eligibility determinations.

2.4-2 Outreach

The GED Administrator™ shall implement a communications and outreach plan to educate communities and stakeholders throughout the jurisdiction about the 2014 GED® program, and all the tools the program provides to help students prepare for the test, perform well on the test, and move on to good jobs with good wages after the test. Moreover, in support of the desire of the GED® graduate to pursue greater educational and career opportunities, these outreach efforts should promote the value of the GED® credential or high school equivalency credential and support and encourage the successful transition of adult learners to higher education, workforce training, or career opportunities.

The GED Administrator™ shall:

- a. Support and participate in GED Testing Service marketing and public relations activities.
- b. Promote cooperative programs with adult education, workforce/labor, corrections and other GED® program providers to provide graduation and scholarship programs for GED® graduates.
- c. Develop cooperative links with higher education and the workplace to promote accessibility for GED® graduates.
- d. Facilitate information flow from GED Testing Service to stakeholders in the jurisdiction.
- e. Promote pathways to education and employment for GED® graduates, including providing information about the jurisdiction's GED® test preparation programs and Test-takers to institutions and employers.
- f. Stay current on GED Testing Service products, services, and resources (websites, information, etc.) and any other reputable products and services for adult learners and educators that support the successful achievement of career- and college-readiness for adult learners. *See Appendix 1 GED Testing Service Resources.*
- g. Make information readily available about accommodations and the process for requesting



accommodations, including information about the appeals process.

- h. Provide information about adult learners and the GED[®] program to policymakers, community-based service and civic groups, foundations and career- and high school counselors.
- i. Establish cooperative relationships with community-based organizations throughout the jurisdiction that are interested and willing to support a variety of needs of Test-takers including instruction, underwriting Test-taker fees or providing support services (childcare, transportation, etc.).
- j. Complete and sign the required forms for obtaining access to GED Manager[™] for jurisdiction and jurisdictional employees.

2.4-3 Attendance at National Meetings

Each GED Administrator[™] shall attend the GED Testing Service Annual Meeting as outlined in the Contract between GED Testing Service and the State of Michigan. GED Testing Service provides a subsidy to each administrator to cover a major portion of the expenses incurred in attending this conference. The GED Administrator[™] may designate an authorized representative to attend the national meeting in his or her place by notifying GED Testing Service.



Section 3: The GED[®] Test, GED[®] Test Scores, and Criteria for GED[®] Credentials

Overview

The 2014 GED[®] program and the GED[®] test is developed and maintained by GED Testing Service. The 2014 GED[®] test was built from the ground up to provide adult learners with the best standards-based and technology-enhanced test available. It is designed to measure the critical-thinking and problem-solving skills adults need to succeed in college, career-training programs, and the workforce.

3.1 The 2014 GED[®] Test

The 2014 GED[®] test consists of four content areas: Reasoning Through Language Arts, Mathematical Reasoning, Social Studies, and Science.

3.2 Criteria for Issuing a High School Equivalency Credential Based on Results of the GED[®] Test

The 2014 GED[®] test has three performance levels and the passing standard for high school equivalency has been normed and standardized using a national sample of high school graduates from the class of 2013. The GED[®] test established two benchmarks (also known as standards or cut scores) for each of the four content areas. The minimum benchmark, referred to in this Policy Manual as the “**Passing Standard**,” indicates the minimum level of performance necessary to meet the requirements for a high school-level credential as demonstrated by the empirical performance of recently-graduated high school seniors. Throughout the history of the GED[®] test, the cut score for the **Passing Standard** has been defined as one that is:

“not so high as to hold adult learners to a higher standard than that of graduating high school seniors nor so low as to threaten the validity and credibility of the GED[®] credential.”

Attainment of the **Passing Standard** in all content areas is intended to result in the awarding of a high school equivalency credential. The higher of the two performance benchmarks is **GED[®] Score with Honors**. This second performance level represents knowledge and skills that are indicative of successful performance outcomes in first-year credit-bearing courses in postsecondary education programs.

The 2014 GED[®] test supports three performance levels:

- **Performance Level 1** is associated with scores below the GED[®] test **Passing Standard** (100 to 149 scaled score points),
- **Performance Level 2** is associated with scores at or above the **Passing Standard** (150 - 169 scaled score points).



- **Performance Level 3**, the highest level, is associated with performance indicative of career- and college-readiness known as the **GED[®] Score with Honors** (170 scaled score points and above).

Performance Level Descriptors (PLDs): Tools for Understanding Performance

Along with determining the performance standards, PLDs have also been developed to describe the knowledge and skills represented by each of the three performance levels (Below Passing, Passing Standard and GED[®] Score with Honors [representing career- and college-readiness]) for each content area. These PLDs flesh out the meaning of high school equivalency as well as help Test-takers to identify the skills that they possess in each content area consistent with career- and college-readiness, and to identify those skills they must attain for improved performance. The content- and skills-based information and its presentation on the GED[®] Enhanced Score Report is designed help adults and their instructors plan for the acquisition of advanced skills through the GED[®] testing process. PLDs can be found on the educator resource page at: <http://www.gedtestingservice.com/2014testresources>

POLICY: Scores may not be combined across GED[®] Test Series. All test takers who begin testing on the 2014 GED[®] test must pass all four content area tests on the 2014 GED[®] test in order to be eligible to receive a high school equivalency credential. Individual passing test scores earned on the GED[®] test from an earlier series—the 1942 series, 1978 series, 1988 series, or 2002 series, — are not compatible with scores from the 2014 GED[®] test.

POLICY: Expiration of content area scores within the 2014 GED[®] test. Once a passing score is obtained on an individual content area test of the 2014 GED[®] test that content area score does not expire; however, GED Testing Service may review and adjust this expiration policy as appropriate. Jurisdictions may set their own policies regarding expiration of content area test scores.

POLICY: The minimum test score requirements and other qualifications required for Test-takers who take the U.S. English version of the GED[®] test also apply for the U.S. Spanish and accommodated versions of the 2014 GED[®] tests.

3.3 Official Transcripts of GED[®] Test Results

POLICY: Reports of scores achieved on the GED[®] test are official only when reported by the department of education, approved jurisdictional agency or GED Testing Service. Reports from all of the above shall be accepted by all participating jurisdictions.

3.3-1 Format of the Official Transcript of GED[®] Test Results

The official transcript must contain all the information presented on the official transcript of the GED[®] test, and approved by GED Testing Service. If printed, the official transcript must be printed on copy-safe paper, which, when copied, identifies the copy as a copy, not as an original. Jurisdictions may revise the layout of the information and may add information such as jurisdictional requirements.

Test-taker's raw score shall not be reported on the official transcript of the GED[®] test or other official jurisdictional transcript.



Section 4: Test-taker Eligibility for the 2014 GED® Test

Overview

An important element in maintaining the integrity and security of the GED® program is the proper determination of the Test-taker's eligibility to be administered the GED® test.

4.1 Eligibility for the 2014 GED® Test

POLICY: The GED® test may only be administered to eligible Test-takers. The following minimum eligibility requirements must be met:

- a. Individuals must be at least 16 years old and not currently enrolled in an accredited high school, including those accredited by regional accrediting bodies and also those approved by the jurisdiction's department of education. The only exception to the enrollment in high school policy is for states that are approved by GED Testing Service to operate the GED Options™ program, and then the jurisdiction must test in accordance with their approved GED Options™ program plan.
- b. If an individual is under 18 years old, the jurisdiction shall review the individual's registration to determine eligibility to test and shall: (i) collect any jurisdiction required eligibility documentation including a signed parent/guardian consent for GED Testing Service; (ii) submit the signed parent/guardian consent to GED Testing Service; and (iii) approve or disapprove the individual's eligibility to take the GED® test.
- c. Jurisdictions shall ensure the GED® test is available to any qualified adult in accordance with jurisdictional rules, regulations, and/or code.

The GED Administrator™ shall provide all registration eligibility requirements to GED Testing Service.

4.2 Policy for Re-testing

POLICY: In order to achieve a Passing Standard, Test-takers may re-test on a content area test in accordance with the following:

- a. After the Test-taker's initial testing attempt, the Test-taker may re-test up to two times on the content area with no wait time between re-tests.
- b. For attempts after the third testing attempt each re-test attempt must be preceded by a 60-day waiting period.

Jurisdictions may implement policies regarding re-testing to avoid subsidized re-test. The GED Administrator™ or his or her designee has a responsibility to advise all Test-takers on all issues related to re-testing.

4.3 Rescheduling and Canceling a GED® Test

- a. Test-takers must reschedule or cancel their GED® test appointment at least 24 hours before the appointment time via MyGED™ at GED.com, Call Center, or the test center.
- b. Test-takers who cancel an appointment at least 24 hours prior to their appointment time and do not wish to reschedule will receive 100 percent of the test fee refunded.
- c. No additional fee will be charged to the Test-taker for rescheduling or canceling, if rescheduling or canceling is done 24 hours before the appointment time.



- d. Test-takers cannot reschedule an appointment inside of this 24-hour notice time.
- e. Test-takers who do not report to their scheduled appointment time are considered no-shows and will forfeit their test fees.
- f. Test-takers who arrive more than 15 minutes late may lose their ability to take the GED[®] test at the scheduled time and may forfeit their test fee.
- g. All registrations with accommodations must be rescheduled or canceled through the GED Testing Service accommodations coordinator.



Section 5: Accommodated Testing of Test-takers with Disabilities

The following guidance is always superseded by the guidelines described in the materials posted on the GED Testing Service's website at www.gedtesting.com/accommodations; the website always includes the most up-to-date information and guidelines.

Overview

Reasonable accommodations are provided for Test-takers who have documented disabilities that prevent them from accessing the GED[®] test.

5.1 GED[®] Test for Test-takers with Disabilities

Accommodations are made for Test-takers who have physical, mental, sensory, or cognitive disabilities and who provide appropriate documentation from a qualified professional of their impairment and its effect on their ability to take the GED[®] test under standard conditions.

POLICY: Official GED[®] testing centers will provide appropriate accommodations for Test-takers with documented disabilities in accordance with the applicable law including, but not limited to the American with Disabilities Act as Amended (ADAAA) and the Canadian Charter on Rights and Freedoms.

GED Administrators™ may not approve accommodations for Test-takers who request accommodations for the computer-based GED[®] test. GED Testing Service will review and decide- upon all such requests.

5.2 Requests for Accommodations

Test-takers may request accommodations at any time. However, it is strongly recommended that they do so at least 60 days in advance of their desired test date to allow sufficient time to review all documentation that has been submitted and for arrangements to be made for the accommodation(s). In addition, because many accommodations requests that are received are **incomplete**, this leaves sufficient time for the Test-taker to gather additional supporting documentation prior to their desired test date.

The documentation justifying the accommodation should be generated by a professional qualified to diagnose and assess the disability affecting the Test-taker and how it impacts the Test-taker's ability to take the GED[®] test. The documentation must confirm that the Test-taker has a disability that substantially limits a major life activity, such as seeing, hearing, learning (in general), or physical movement, and must demonstrate how the disability affects the Test-taker's ability to take the GED[®] test under standard conditions. **The documentation must demonstrate not only that the person meets diagnostic criteria for a particular disorder, but also that the condition rises to the level of a *disability* as defined under applicable law, including, but not limited to the ADAAA and Canadian Charter on Rights and Freedoms.**



If the Test-taker, qualified professional, or other person believes that a Test-taker needs an accommodation that is not listed in this manual and that it is not explicitly prohibited, the GED Testing Service should be contacted for guidance.

POLICY: A Test-taker's request for accommodated testing and supporting documentation shall be held in confidence. A Test-taker's GED[®] test results or GED[®] credential will not identify the Test-taker as a person with a disability.

The procedures for a Test-taker requesting a testing accommodation are all described on at the GED Testing Service Accommodations website at: www.gedtesting.com/accommodations.

5.3 Required Documentation for Disabilities

5.3-1 Appropriate Documentation That Must Be Provided

The specific documentation that must be provided is described in detail in the *Documentation Guidelines*, posted at www.gedtesting.com/accommodations. There are *Documentation Guidelines for Test-takers*. Test-takers are strongly encouraged to read these prior to submitting a request for test accommodations. In addition, there are *Documentation Guidelines for Evaluators* (one for each disability type). **Test-takers are encouraged to provide the documentation guidelines to their evaluators, preferably prior to the start of the evaluation itself.**

5.3-2 Professional Diagnosticians

The administration of diagnostic assessments, determination of specific diagnoses, and recommendation of appropriate accommodations must be made by a qualified professional diagnostician whose credentials are appropriate to the disability. Specific guidelines regarding the qualifications of evaluators can be found in the *Documentation Guidelines*, posted on the website.

5.3-3 Recommendation for Accommodated Testing

The diagnostic report must include specific recommendations for the accommodation(s). Note that Test-takers are not automatically entitled to their requested accommodations. Moreover, a particular auxiliary aid or other accommodation should not be provided if it would fundamentally alter the measurement of the skills or knowledge that the GED[®] test is intended to test, or would jeopardize either test security or validity of scores.

5.4 Use of a Scribe to Record Answers on the GED[®] Test

A scribe ("recorder") records the answers to multiple-choice questions and/or the essay as dictated by the Test-taker. This includes entering the Test-taker's answers into the computer, and typing the essay as dictated by the Test-taker. This accommodation is appropriate for those Test-takers who have documented difficulty writing or typing as a result of visual or physical impairments. That is, a scribe is approved in situations where a Test-taker is *unable* to write or type (or see to write or type) on their own, even with extra time. A scribe may in no way edit the essay or discuss the tests or responses with Test-takers, except in order to clarify the Test-taker's intended response (e.g., ask the



Test-taker to spell a vocabulary word).

5.4-1 Instructions for the Use of a Scribe

The use of a scribe may be approved as an accommodation for a Test-taker with a documented disability, when the Test-taker is unable to write or type (or see to write or type) themselves, even with extra time. The scribe should do the following:

- a. Enter answers to the multiple choice questions on the computer; and/or
- b. Type the constructed response portion of the Reasoning Through Language Arts, Social Studies, and Science tests.

The scribe's duty is to faithfully enter the Test-taker's responses without correcting them. The scribe must be an accurate and fair secretary, neither diminishing the fluency of the Test-taker nor helping to improve the writing. The scribe must be hired by GED Testing Service. The scribe may not be a friend of or relative of the Test-taker.

When a scribe is asked to type the essay or constructed response portions of the Reasoning Through Language Arts, Social Studies, and Science tests, Test-takers who have a disability must also have the opportunity, as other Test-takers do, to plan, draft, and revise their essays. When the essay is finished, the Test-taker must read the essay and dictate revisions to the scribe. If the Test-taker who has a disability cannot read his or her essay, the scribe must read the essay aloud and allow the Test-taker to dictate revisions. The scribe may not dictate essays into a tape recorder for later transcription because this would preclude the Test-taker's opportunity to revise his or her composition. The Test-taker is ultimately responsible for the accuracy of the completed product.

5.5 Use of a Private or Distraction-reduced Testing Room

A Test-taker may request to take the GED[®] tests in a private or distraction-reduced room (which could include several other Test-takers and which may not be completely "private"). A private room may be necessary in cases where the Test-taker, because of their disability, poses a potential distraction to other Test-takers, or to attend to medical issues or use medical devices during the GED[®] test. However, a private room is not always available, nor is it always warranted. If a private room is not available, it may be appropriate for Test-takers with some conditions to test in a small group, in a quiet, distraction-reduced room or other separate room designed for this purpose. In some cases, a test administrator may, at their discretion, alter the configuration of the room so as to reduce distractions even further.

In any case, the Test-taker must always be supervised by a proctor.

Test-takers with disabilities who are approved for testing in a private or distraction-reduced room must not be made to wait significantly longer to schedule and take their GED[®] test than non-disabled Test-takers, because of a shortage of such rooms, or for examiner convenience, or for any other reason.

5.6 Minor Modifications That Do Not Require Prior Approval

There are certain personal items that will be allowed in the testing room. The items are listed on the



Personal Item Exception Form posted on the GED Testing Service website at: www.gedtestingservice.com/accommodations (document titled *Personal Items and Minor Modifications*.)

5.7 Official GED[®] Testing Center's Responsibilities for Accommodated Testing

5.10-1 Publicity for Accommodated Administrations

GED Administrators[™] should publicize widely the availability of accommodations for individuals with documented disabilities. GED Administrators[™] are especially encouraged to elicit the cooperation of special education, vocational rehabilitation, and adult education agencies as part of this publicity effort. GED Administrators[™] are encouraged to direct Test-takers who may have disabilities to the website, which includes request forms, documentation guidelines, and other helpful resources.



Section 6: Threat Assessment and Dispensation

Overview

The following policy applies to all GED Testing Service-sponsored programs or events.

POLICY: Regarding threat assessment and dispensation. GED Testing Service is committed to maintaining an environment where people feel safe to carry out the Testing Service's mission. We take seriously any reports from credible sources that a Test-taker is a danger to himself/herself or to others. Accordingly, we have adopted the policy below.

6.1 Test-taker who may be a danger to self or others

Any Test-taker who meets the following criteria may be prohibited from participating in GED Testing Service-sponsored programs, until cleared to do so by GED Testing Service's Director of Disability Services & Accessibility ("Director of Disability Services & Accessibility") or the GED Testing Service's Vice President, Operations ("Vice President, Operations"), in accordance with the clearance procedure set forth in paragraph three: (a) has recently stated an intent or desire to harm himself/herself or another, (b) has recently attempted to harm himself/herself or another, (c) has recently harmed himself/herself or another, or (d) has recently engaged in conduct that in the judgment of GED Testing Service demonstrates that s/he is a danger to himself/herself or another. "Recently" is defined as within the previous 12 months. This limitation on participation is not punitive in nature and is solely for the protection of the Test-takers and others.

6.2 Incident Reporting

If a GED Testing Service-related professional (GED Testing Service staff person, GED Administrator™, or GED® Examiner) observes a Test-taker (a) stating an intent or desire to harm himself/herself or another, (b) attempting to harm himself/herself or another, (c) harming himself/herself or another, or (d) engaging in conduct that demonstrates that the Test-taker is a danger to himself/herself or another, the employee should notify the appropriate law enforcement entity. In addition, the following other personnel should also be notified: Director of Disability Services & Accessibility, Vice President, Operations, and the Jurisdictional GED Administrator™.

If a GED Testing Service-related professional receives a credible report that a Test-taker may be a danger to himself/herself or others, this report should be provided to the Director of Disability Services & Accessibility—regardless of whether or not the person in question is reported to have a disability. A *credible report* could include, but is not limited to, direct observation of conduct that demonstrates that the Test-taker may pose a danger to himself/herself or others or a medical or psychological report from a qualified health care provider suggesting that the Test-taker may pose a danger to himself/herself or others.

6.3 Clearance Procedure

(a) Notice

The Director of Disability Services & Accessibility or the Vice President, Operations may notify a Test-taker who is deemed to be a danger to himself/herself or others that he/she is prohibited from participating in GED Testing Service-sponsored programs, including taking the GED® tests, until the Test-taker receives approval of the Director of Disability Services & Accessibility or Vice President, Operations in accordance with this clearance procedure. Any such notice will also be provided to the



GED[®] Jurisdictional Administrator.

If, after a Test-taker has been so notified, he or she violates such prohibition, such violation may result in invalidation of the Test-taker's test results and/or permanent exclusion from any future GED Testing Service-sponsored programs and events.

(b) Evaluation by a qualified mental health professional

Before the Director of Disability Services & Accessibility or Vice President, Operations or designee will clear a Test-taker to participate who has been prohibited from participation, the Test-taker must provide a *written report* by a licensed mental health professional of the Test-taker's choice (either a psychologist or psychiatrist, or other similarly qualified and licensed mental health professional). This written report must: a) be signed and dated by the professional no more than 30 days prior to the GED Testing Service-sponsored event in which the Test-taker desires to participate; b) be written on the licensed mental health provider's letterhead; and c) provide a statement by the professional indicating that the Test-taker is not expected to pose a danger to himself/herself or others while taking the GED[®] tests. The cost, if any, for such report, as well as for any related consultation, evaluation or treatment shall be the responsibility of the GED[®] Test-taker.

(c) Clearance to participate

Based upon the written report by the mental health professional, the Director of Disability Services & Accessibility or the Vice President, Operations will make a decision as to the Test-taker's fitness to participate in GED Testing Service-sponsored programs. This decision will be made within 10 business days following receipt of the mental health professional's report, and may be made in consultation with GED Testing Service-contracted mental health professionals. GED Testing Service reserves the right to require the Test-taker to sign a *Release of Information Form*, permitting GED Testing Service to contact the Test-taker's mental health provider directly, for the purpose of determining whether or not to clear the Test-taker to participate in GED Testing Service-sponsored programs. If the report does not provide clear guidance or if GED Testing Service has further questions, GED Testing Service may contact the mental health professional who prepared the report and/or seek guidance from contracted mental health experts for further clarification and guidance on the matter.

If the Director of Disability Services & Accessibility or the Vice President, Operations determines, based on the guidance of the treating professional and/or contracted mental health experts, that the Test-taker is cleared to participate in GED Testing Service-sponsored programs, this clearance will be communicated to appropriate GED Testing Service officials including the jurisdictional GED Administrator[™], thus enabling the Test-taker to participate in GED Testing Service-sponsored programs or events.

If the Director of Disability Services & Accessibility or the Vice President, Operations determines, based on the guidance of the treating professional and/or contracted mental health experts, that the student is not cleared to participate, such official will provide the Test-taker with written notice regarding which activities or programs are prohibited, the length of the prohibition, and the conditions (if any) for re-admittance to those activities or programs. This decision that the Test-taker has not been cleared will be communicated to appropriate officials including the jurisdictional administrator.

(d) Unavailability of the Director of Disability Services and the Vice President, Operations

In the event that the Director of Disability Services & Accessibility and the Vice President, Operations



are unavailable to perform any task pursuant to this policy, the GED Testing Service Vice President for Products or other designated officer may act.

(e) Appeal of the decision

If GED Testing Service determines that the Test-taker is not cleared to participate in GED Testing Service-sponsored programs, at that time, in accordance with the policies and procedures outlined above, the Test-taker has the right to file an appeal to GED Testing Service's President or his or her designee. The appeal must be submitted to GED Testing Service in writing within five (5) business days of the Test-taker receiving the decision. GED Testing Service's President or designee shall review the written appeal and may confer with the GED Testing Service official who made the decision, as well as any GED Testing Service-contracted mental health professionals. The decision of GED Testing Service's President or designee is final. Notification of the appeal decision shall be made in writing to the Test-taker as well as the jurisdiction administrator.



Appendix 1. GED Testing Service Resources

The following resources provide information and guidance to help GED Administrators™ familiarize themselves with the policies and procedures of the 2014 GED® program.

1. **2014 GED® Test Resources:** www.GEDtestingservice.com/2014testresources

2. **Accommodations Procedures Summary**
 - a. When Test-takers register online for the GED® test on computer, the following process applies:
 - i. The Test-taker registers online for the GED® test on computer. During the registration process, the Test-taker will be asked about the need for accommodations or modified testing conditions. If the Test-taker has a need for accommodation then the following steps occur:
 1. The Test-taker will be directed to the GED Testing Service accommodations website (www.gedtestingservice.com/accommodations) for instructions regarding applying for accommodations.
 2. The Test-taker will be told that scheduling of an accommodated seat cannot take place until the accommodations approval process has been completed.
 3. The Test-taker will be informed to expect up to 30 days (in most cases) for review of the accommodations request.
 - b. The Test-taker will follow the steps for applying for accommodations, as outlined on the website specified above, including completing the *Accommodations Request Form* and gathering supporting documentation.
 - c. The Test-taker will submit the Accommodations Request Form and supporting documentation according to the directions on the website.
 - d. GED Testing Service will review the Test-taker's submission and make the accommodations determination.
 - e. If GED Testing Service needs additional information pertaining to the Test-taker's accommodation request, GED Testing Service will contact the Test-taker for this purpose.
 - f. GED Testing Service endeavors to render a decision and notify the Test-taker within 30 days. However, the exact timing of the decision varies by the particular case. The decision will be entered into GED Testing Service registration system.

3. **Accommodations for GED® Test-takers Who Are Blind or Have Visual Impairments**
 - a. There are a number of testing alternatives for Test-takers who are blind or who have visual impairments that hamper access to the GED® test. This includes, but is not limited to:
 - i. Use of the Braille GED® test
 - ii. Use of the paper-based large-print GED® test
 - iii. Use of a handheld magnifier
 - iv. Use of a video magnifier for enlarging the paper test
 - v. Use of an audiocassette for audio presentation of the paper-based test
 - vi. Use of a scribe for dictating responses
 - vii. Use of a human reader in conjunction with the GED® test on computer
 - viii. Screen magnification of the GED® test on computer
 - ix. Use of a screen overlay for the GED® test on computer



- x. Use of a talking calculator
- b. In unusual situations, more individualized accommodations can be arranged, but this may require more than the standard 30 days to review and prepare for such accommodations.

4. Accommodations for Test-takers Who Are Deaf or Hard of Hearing

- a. Because the GED[®] tests are written (not oral), there are minimal requirements for most Test-takers who are deaf or hard of hearing. **In no situation may the GED[®] test be translated or interpreted into any other language, such as ASL, which would fundamentally alter the nature of the test.**
- b. If a Test-taker is deaf or hard of hearing, the following adaptations may be approved, either singly or in combination:
 - i. For the paper-based GED[®] test, a signed, captioned DVD video-recording of GED[®] test instructions is available for deaf Test-takers to use.
 - ii. Instead of listening to the test administrator or proctor say the instructions aloud (prior to the start of the test), the test administrator may provide the instructions to the Test-taker in written form.

5. Accommodations for Test-takers Who Have ADHD

- a. Test-takers who have Attention-Deficit/Hyperactivity Disorder (with or without hyperactivity/impulsivity; "ADHD") may request testing accommodations. In order to be approved, a Test-taker with ADHD (like any other disorder) must not only demonstrate that diagnostic criteria for the disorder have been met, through appropriate documentation, but also that the disorder rises to the level of a *disability* as defined by applicable federal law. That is, the Test-taker must provide evidence that they are substantially limited in a major life activity, not merely that they have symptoms of inattention or distractibility.
- b. After a Test-taker provides evidence that they are *disabled* as defined by law, the Test-taker must show that the requested accommodations are reasonable and necessary in order to provide access to the GED[®] test. Test-takers with ADHD may benefit most from extra "refocusing" breaks, which are supervised, and/or testing in a private or distraction-reduced room. In most cases, for Test-takers who have trouble sustaining their attention over time, and/or for whom attention begins to wane over time, the use of extended testing time is contraindicated. That is, Test-takers who have trouble sustaining their attention over time, and their evaluators, should carefully consider the logic of any request to dramatically lengthen the seat time.

6. Attachment 1 – Access to Test-taker data for 2014 GED[®] program (pp. 28-30)

7. Cell phone policy

- a. Any Test-taker caught with a cell phone or smart phone in a testing center while testing will be escorted to the lockers where the Test-taker will be communicated that the Test-taker needs to leave the testing center and reschedule the test. The Test-taker will not be able to continue testing on that day. The Test-taker will not be refunded the testing fees and will need to re issue payment at the next appointment time.

8. Residency Policy

- a. The Test-taker will receive the credential from the jurisdiction where the Test-taker is physically taking the GED[®] test.
- b. The jurisdiction of record, for credentialing, is based on the location where the last



module was attempted. (for example, If a Test-taker passed the first three modules in MN, and passed the last module in WI, the Test-taker credentials from WI.)

- c. The price the Test-taker pays is the price set by the jurisdiction, in which the Test-taker is taking the module.
- d. Jurisdictions' Residency Policy: A state can decide if they only let residents test (and, therefore credential) in their state OR if they let non-residents Test-takers take modules (and therefore credential) in their state.
 - i. The Test-taker must follow the jurisdiction's residency policy. Examples:
 1. If the state only allows the state's residents to test, then non-resident Test-takers will not be allowed to schedule an exam in the state.
 2. If the state will allows out of state students to come to the state to test, the non-resident Test-takers may schedule to take modules in the state.



Attachment 1

November 7, 2013

To: GED Administrators™
From: Vicki Greene, Vice President, Operations

Subject: Access to Test-taker Data for 2014 GED® Program

In a few short weeks, GED Testing Service will launch the first of a suite of exciting new tools for the 2014 GED® Program. These tools will enable Test-takers and jurisdiction staff to take full advantage of the 2014 program's learner-centric model to prepare, perform and progress through the GED® Program.

Our 2014 GED® Program provides for expanded data access for GED® programs and a key feature of the program is the ability of authorized users to access confidential Test-taker data to perform important functions like looking up individual Test-taker records, managing exceptions (e.g. age waiver, Options program, etc.), and reporting.

The first two administrative tools that will be available for the GED® program include:

- GED Manager™: This tool enables an authorized user to look up individual Test-taker scores and manage exceptions across the jurisdiction (i.e. the state). Within GED Manager™, there is also an authorizer-only role that only allows the users to clear exceptions (age waiver, Options program, etc.). In the authorizer-only role, the user will not be able to see Test-taker scores.
- GED Analytics™: This tool allows the user to access a standardized dashboard and reports for the entire jurisdiction. State-level GED® program staff will have access to develop custom reports.

In summary: Authorized users will use GED Manager™ to look up and authorize individual Test-taker records and GED Analytics™ to filter and report on aggregate data.

There are a few things for you to know as you decide who should have access. Initially, when we launch, users will have full access to all candidate data in the state when they use GED Manager™ and GED Analytics™. We will have the ability to limit the access rights at a later date through the use of



customized profiles. As a result, initial users will have access to **all** Test-taker records for the state, unless they are authorizer-only or corrections users. Authorizer-only users can clear exceptions (age waiver, Options program, etc.), but cannot see Test-taker scores. Corrections users will see corrections data for the state. Therefore, each jurisdiction’s GED Administrator™ will be responsible for determining who, within that state, is able to access these two tools.

It is of particular importance that the GED Administrator™ exercise great care in identifying and authorizing user access because any authorized users within a state will be able to see **all** records for the state and the GED Analytics™ dashboard will reflect data across the state. We expect to launch more discrete user permissions, including allowing test centers to see only their records in Q2 2014. As each program defines users that will have access to the data, we recommend a balanced approach that allows test centers, adult education programs, and state staff to benefit from the new tools being made available while ensuring data privacy and integrity are maintained.

Who, what and when of access to GED Manager™ and GED Analytics™

Role	Jurisdiction	Adult Education	Test centers (TC)	Corrections
Who	GED Administrator™, Agency and State Staff	Program Director/Head	TC Director, TC Admin.	Corrections Admin/ Examiners
What/ When	Manager: Nov 2013 Analytics: Feb 2014	Manager: Jan 2014 Analytics: Q2 2014	Manager: Jan 2014 Analytics: Q2 2014	Manager: Nov 2013 Analytics: Q2 2014

* NOTE: Individuals with Authorizer-only access (e.g. to manage exceptions) will not have access to GED Analytics™. Corrections will only have access to corrections Test-takers.

How will users get access?

The state GED Administrator™ will be responsible for determining who, within their state, will have access to GED Manager™ and GED Analytics™. The GED Administrator™ will be asked to complete a form that lists those who have access. In granting access to these tools, the GED Administrator™ accepts the responsibility of granting that authorization to the user.



What are the GED Administrator™ responsibilities in granting user access?

The GED Administrator™ will only grant access and use to the data as necessary to support the GED® Program. The GED Administrator™ will authorize, supervise and monitor who has access to the Test-taker Data. The GED Administrator™ will evaluate periodically the individuals who have access to the Test-taker Data. They will request the removal of any authorized users who no longer need access to the Test-taker Data. The GED Administrator™ will also notify GED Testing Service of any inappropriate access to Test-taker Data.

What are the authorized users' responsibilities in accessing GED® program data?

Authorized users will only use the Test-taker Data as necessary to support their jurisdiction's GED® program. Each authorized user will be required to set up a login account to gain access to the data. This user account is exclusive to the authorized user and cannot be shared. The authorized user will notify GED Testing Service if their job responsibilities no longer require access to the Test-taker Data. The user will also notify GED Testing Service of any inappropriate access to Test-taker data.

Conclusion

As we move forward with implementation, we will keep you informed as we introduce the enhancements that will allow for broader but more targeted sharing of each state's program data. Expect to hear more information about data access from your program or account manager as well as in the upcoming training sessions, and we expect to engage one-on-one with each GED Administrator™ as we help define what will work best in each state.

Please refer any questions about access to Test-taker data to for the 2014 GED® program to Operations@gedtestingservice.com.



Appendix 2 – GED Testing Service Terms and Conditions

The following terms and conditions explain the policies of the 2014 GED[®] program.

1. Confidentiality

In addition to the privacy policies included within the policy manual, the jurisdiction shall maintain the confidentiality of GED Testing Service's confidential information and neither the jurisdiction nor its subcontractors, employees, or agents shall use or divulge, or cause to be used or divulged, GED Testing Service's confidential information or proprietary property without the express authorization of GED Testing Service except where permitted or required to perform administration of the GED[®] test. GED Testing Service may immediately terminate the jurisdiction's right to administer the GED[®] test for any violation of this provision. This provision shall survive the expiration or termination of the State of Michigan's Contract #071B5500057.

2. Intellectual Property

The jurisdiction acknowledges that (i) ACE is the owner of all rights, title, and interests, including all intellectual property rights, in the GED[®] trademarks, (ii) the jurisdiction has no interest in the GED[®] trademarks, and (iii) GED Testing Service, as ACE's agent, has the exclusive right and interest in and to the GED[®] trademarks and the goodwill associated with and symbolized thereby. All goodwill associated with the jurisdiction's use of the GED[®] trademarks or any derivatives thereof have inured, and will continue to inure, to the benefit of ACE. During the term and after the termination or expiration of the Contract #071B5500057 with the State of Michigan, the State of Michigan agrees to not (i) directly or indirectly challenge ACE's ownership, title, right, or interest in or to the GED[®] trademarks, (ii) do anything either by an act of omission or commission which might impair, violate, bring into public disrepute, or infringe on any of the GED[®] trademarks, (iii) claim adversely to ACE or GED Testing Service any right, title, or interest in or to the GED[®] trademarks, or (iv) directly or indirectly register or apply for registration of any of the GED[®] trademarks or any mark which is, in the opinion of GED Testing Service, the same as or confusingly similar to any of the GED[®] trademarks anywhere in the world. The jurisdiction agrees to maintain a level of quality that meets or exceeds the quality or performance standards customary in the educational testing services industry and agrees to comply with all applicable laws and regulations. The jurisdiction agrees to report to GED Testing Service any misuse of the GED[®] trademarks or fraud or other misleading or unfair business practices reported to the jurisdiction or otherwise discovered by the jurisdiction. The jurisdiction also agrees to cooperate with GED Testing Service in any enforcement efforts that GED Testing Service undertakes, and GED Testing Service agrees to reimburse the jurisdiction for the jurisdiction's reasonable out-of-pocket expenses incurred in connection with such cooperation.

3. Data Rights

The jurisdiction may use Test-taker Data in a reasonable manner for the purposes of evaluating and reporting on the performance of the jurisdiction's Test-taker, assessing whether the Test-taker qualifies for the jurisdiction's high school-equivalency credential or GED[®] credential, for reporting jurisdiction's GED[®] program data to other agencies within the jurisdiction as required for educational performance or funding, or for reporting aggregated data to support the of the jurisdiction's GED[®] program. GED Testing Service will work with the jurisdiction regarding aggregate data for reports and other research as the parties mutually agree.

GED Testing Service may use Test-taker Data in any reasonable manner or in a manner in which the Test-taker has provided consent to use such Test-taker Data.



4. Disputes

In the event any controversy or claim arises out of or related to the Contract #071B5500057 with the State of Michigan, or the breach thereof, the parties shall attempt to resolve the matter through discussions. If such discussions do not result in agreement between the parties, the parties shall consider engaging an outside mediator to assist in resolving the dispute. Only following these discussions may legal action be instituted.

5. Entire Agreement

The Contract #071B5500057 , including the exhibit(s) thereto, the policy manual contain the entire understanding and agreement between the parties related to their subject matter. The Contract #071B5500057 supersedes any and all other agreements and understandings, whether oral or written, related to its subject matter, and may only be amended by a written document signed by both the jurisdiction and GED Testing Service.

6. Force Majeure

Neither party shall be liable for any failure to perform under this agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, strikes, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

7. Governing Law

See Section 43 of Contract #071B5500057.

8. Independent Contractor

In administering the GED[®] test, the jurisdiction is acting independently and not as an agent of GED Testing Service. Nothing contained in the Contract #071B5500057 will create any association, partnership, or joint venture between the jurisdiction and GED Testing Service. The jurisdiction will have no authority, express or implied, to commit or obligate GED Testing Service in any manner whatsoever.

9. Limited Warranty

The jurisdiction warrants it will perform the administration of the GED[®] test in accordance with all applicable United States federal, state, and local laws and regulations, and in compliance with all applicable laws and regulations of the country where the GED[®] test is administered. These laws include, but are not limited to, laws governing international business, bribery and corruption, or transmission of personal data, and laws guaranteeing nondiscrimination against persons based on sex, race, creed, physical disability or other protected category. The jurisdiction will indemnify, defend, and hold GED Testing Service harmless from all claims of other parties for breach of these warranties.

THE WARRANTIES UNDER THE CONTRACT #071B5500057 REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY GED TESTING SERVICE.

10. Severability

The parties recognize the uncertainty of the law with respect to certain provisions of the Contract #071B5500057 and expressly stipulate that the Contract #071B5500057 will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of the Contract #071B5500057 are determined by a court of competent jurisdiction to be invalid or unenforceable, such



provisions will be deleted or modified so as to make them enforceable, and the validity and enforceability of the remainder of such provisions will be unaffected.

11. **Survivability**

Any terms of the Contract #071B5500057 and this policy manual, which, by their nature, should reasonably survive termination or expiration of the Contract #071B5500057 shall survive.