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**A. TESTING STAFF AGREEMENT (Applies to Test Administration Staff)**

1. **Agreement to Comply with ACT Policies, Procedures and Security Protocols:** All Test supervisors, substitute test supervisors, room supervisors and proctors ("Test Administration Staff") must agree to comply with all policies and procedures provided at any time by ACT for the testing program to which the Test Administration Staff are assigned – particularly those policies described in the applicable Supervisor's Manual. Whenever an ACT directive, policy or procedure conflicts with the policy of the host facility, the ACT Directive, policy or procedure must prevail for all test administration activities.
2. **Confidentiality:** Test Administration Staff members have access to information about examinees and test procedures that is confidential. You agree not to share information about examinees and/or test procedures with anyone outside of ACT, including, but not limited to, staff, teachers, counselors, or clerical staff at school which are not involved in the administration of the test at the school. Information about examinees and examinee actions on test day is confidential and may not be provided in any form to anyone outside of ACT without the express prior written consent of ACT—including, but not limited to, an examinee's name, registration status, attendance, test accommodation, test room or seat assignment, behavior, materials, documents, or anything that might identify an examinee or their actions. To ensure confidentiality, Test Administration Staff members may not copy documents containing individually identifiable information or use such information for any purpose other than administering the tests. Test administration information is confidential and cannot be provided in any form to anyone outside of ACT without the prior written consent of ACT. This includes test day activities, test administration procedures, Supervisor's Manuals, or test date documents (e.g., Seating Diagrams, Rosters, etc.).
3. **Investigations:** As set forth in the appropriate Supervisor's Manual, Test Administration Staff have an obligation to report testing irregularities to ACT. In cases of suspected or documented irregularities, all Test Administration Staff are obligated to cooperate fully with ACT in subsequent investigations and respond to ACT's requests for information in a timely manner. In cases where an examinee disputes an ACT decision or communication regarding the test administration, it is not uncommon for the examinee or his or her representative to contact Test Administration Staff directly requesting information. In such cases, Test Administration Staff should not become involved in the situation. Specifically, Test Administration Staff may not provide test administration information to the examinee, his or her representatives (including parents or legal counsel), an arbitration agency, or to anyone else (see also Confidentiality) without prior written consent from ACT. Any such requests must be directed to ACT.
4. **Supervisor's Manual:** Every Test Administration Staff member shall read and comply with the applicable Supervisor's Manual, which ACT provides to communicate its expectations. The Supervisor's Manual is proprietary information and is copyrighted by ACT. It is to be used only for the purpose of administering the applicable test and is not to be copied or shared for any other purpose. Each Test Administration Staff member must be provided with a complete copy of the Supervisor's Manual before the training session required by the Supervisor's Manual. It is especially important that room supervisors read the Manual and understand all policies, procedures, and directions. In addition, ACT may communicate other applicable directives, policies and procedures through alternate publications, documents, notices, e-mails, or other means. All applicable directives, policies and procedures must be followed for the assigned testing program.
5. **Test Security Requirements:** ACT has developed security procedures to ensure the validity of the administration, the identification of examinees, the security of test materials and the integrity of test scores. All Test Administration Staff must understand and follow the procedures set forth in the applicable Supervisor's Manual, including but not limited to the Test Security procedures.
  - a. **Authorized Access:** Test Administration Staff members' access to materials must be limited to only those activities necessary to prepare for test day, the test administration itself, and counting and packing materials for return to ACT. Access to test materials prior to test day is restricted to the test supervisor and substitute test supervisor. A designated Test Administration Staff member may assist with materials if the test supervisor or substitute test supervisor is present and if that individual does not have a relative or ward testing on test day. Test Administration Staff members agree not to permit unauthorized personnel to access the materials. Examinees and anyone who may take the tests within the next 12 months are not permitted access to the materials. Test materials must not be transferred to any other school or test center without prior written authorization from ACT. Tests administered using unauthorized materials transferred from another school or test center will not be scored.
  - b. **Security of Test Materials:** Secure test materials include test booklets, used answer documents, alternate formats of the test, and other materials as described in the appropriate Supervisor's Manual. The test supervisor is responsible for the security of all test materials from the time the carrier delivers them to the time they are in the return carrier's possession. Protect the materials from damage, theft, or loss; and from conditions that could allow prior access to the tests. Test booklets are copyrighted and cannot be photocopied or used for any other purpose. Under no circumstances is a test booklet seal to be broken by anyone other than the examinee on test day. Test center staff members and examinees are prohibited from disclosing test questions, essay topics, or response choices to anyone. Scores earned by examinees who may have had advance access to test content will be cancelled and will not be reported to examinees or to educational institutions.

All Test Administration Staff members must agree and understand that, among other things, and in addition to the policies in the appropriate Supervisor's Manual, and other policies that may be communicated, the following actions are prohibited:

- (a) Obtaining a test booklet or test items prior to the test;
- (b) Photocopying, keeping, or distributing a copy of the test or test items;
- (c) Taking notes about test questions or any paraphrase of test questions;
- (d) Aiding or assisting an examinee with a response or answer to any test item;
- (e) Rephrasing test questions;
- (f) Creating an answer key or "crib sheet" of answers to test questions;
- (g) Editing or changing examinee answers after completion of the test, whether with or without the examinee's permission;
- (h) Providing unapproved test accommodations to an examinee;
- (i) Failing to read test administration scripts verbatim as required by the appropriate Supervisor's Manual or other policy and procedure documents;
- (j) Leaving examinees in the test room unsupervised at any time after test materials have been distributed;
- (k) Leaving test materials in an unsecured place or unattended;
- (l) Failing to properly report and document incidents of prohibited behavior involving examinees, staff, or others;
- (m) Failing to return and account for all testing materials as soon as the testing session has terminated;
- (n) Allowing unauthorized observers or media access to the testing area or test materials.

Failure to comply with ACT's policies and procedures by any Test Administration Staff member may result in compromises in the testing process or invalid scores. Testing Administration Staff members agree to immediately report to ACT any concerns they have regarding failure to comply with ACT's policies and procedures, compromises in the testing process, or score validity.

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**F. TERMINATION**

You may terminate your use of this Site at any time by ceasing to use this Site. Your use of this Site may also be terminated immediately by ACT, Inc. or Pearson if in ACT, Inc.'s or Pearson's sole determination You fail to comply with any term or provision of these terms and conditions.

**G. OTHER**

Except as stated in B.2, these terms shall be governed by and construed in accordance with the laws of the State of Iowa or the Eighth Circuit (for U.S. law where applicable), without giving effect to any principles of conflicts of law. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

**H. PRIVACY POLICY**

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Effective Date: September 15, 2021

Agree