Item #10.2 December 4, 2020

Illinois Community College Board

PROPOSED HIGH SCHOOL EQUIVALENCY EXAM AMENDMENT

The ICCB staff is requesting the approval of an amendment to the current High School Equivalency (HSE) agreement with Educational Testing Services (ETS) - HiSET®. The agreement would include an extension of the current agreement through December 31, 2022 as well as the addition of Exhibit 2 which allows for the continuation of the HiSET® "Exam at Home". The Illinois Community College Board's agreement with ETS expires on December 31, 2021. As background information, in June 2020 the board approved a price change to include the HiSET® "Exam at Home".

RECOMMENDED ACTION:

It is recommended that the following motion be adopted:

The Illinois Community College Board hereby approves an amendment to the current agreement with Education Testing Services through December 31, 2022. The amendment also includes the addition of Exhibit 2 for the continuation of the HiSET® "Exam at Home".

AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN EDUCATIONAL TESTING SERVICE AND ILLINOIS COMMUNITY COLLEGE BOARD

This AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING ("MOU"), dated January 1, 2019, (hereinafter, the "<u>Amendment</u>") is effective as of November 12, 2020 between Educational Testing Service, a non-profit, non-stock corporation duly organized and validly existing under the Education Law of the State of New York, U.S.A. ("<u>ETS</u>"), and and the Illinois Community College Board (ICCB), located at 401 East Capitol Avenue, Springfield, IL USA ("ICCB"). ETS and ICCB are sometimes referred to herein individually as the "<u>Party</u>" and collectively as the "<u>Parties</u>".

WITNESSETH:

WHEREAS, in a MOU dated January 1, 2019, Illinois approved Educational Testing Service, as a preferred provider of the HiSET® High School Equivalency Test in the State of Illinois;

WHEREAS, under the terms of the MOU, the Parties may mutually agree to amend the MOU; and

Whereas, the Parties with to amend the MOU to extend the Term and add Exhibit 2 EXAM at HOME;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ETS and ICCB agree as follows:

1. The terms and conditions set forth in the MOU, as amended by a series of amendments, are incorporated herein by reference. Any capitalized term not defined herein shall have the meaning ascribed to it in the MOU. In the event of any conflict between the terms and conditions in the MOU and those in this Amendment, the terms and conditions in this Amendment shall prevail.

2. Section 1 <u>Definitions</u> of the MOU is hereby changed to add 1.25, as follows:

1.25 "HiSET® Exam at Home" is set forth in Exhibit 2.

3. Paragraph 2, Term and Termination is amended as follows:

"December 31, 2020" is deleted and replaced with "December 31, 2022".

4. The MOU is hereby changed to add Exhibit 2 *HiSET*® Exam at Home, attached hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have executed this Amendment in two counterparts, each of which shall be deemed to be an original.

ILLINOIS COMMUNITY COLLEGE BOARD

EDUCATIONAL TESTING SERVICE

Signature:Signature:Title:Title:

Date:

Date:

EXHIBIT 2 *HiSET*® EXAM at HOME

1. SCOPE OF EXHIBIT

This Exhibit 2 of the MOU sets forth all terms and conditions specific to the remote proctoring delivery of HiSET exam and is subject to the terms of the MOU.

2. DEFINITIONS

"eREG" shall mean ETS's online Test Registration portal located at https://hiset.ets.org/.

"<u>HiSET® Exam at Home</u>" shall mean the remote proctoring version of the CBT HiSET® Exam available for registration beginning on June 15, 2020. Eligible Test Takers will register for each Subtest online through eREG. ETS's remote proctoring provider will email a link for the Test Taker to schedule the Subtest.

"Test(s)" shall mean each HiSET Exam at Home Subtest.

3. TERMS

- **3.1** <u>Test Taker Registration</u>. Test Taker will register for the Subtest online through eREG. ETS's remote proctoring provider will email a link for the Test Taker to schedule the Subtest.
- **3.2** <u>Test Center Fee</u>. In addition to the fees set forth in Exhibit 1 of the MOU, Test Takers will pay \$17.50 per Subtest upon registration for remote testing. HiSET fees for remote proctored testing are subject to change at a future date to maintain test quality or offer program enhancements. In the event of any fee changes, the HiSET Program will follow appropriate notification procedures to existing HiSET clients. At a minimum, ETS will provide the ICCB with 180 days prior notice of any fee changes.
- **3.3** Score Processing Time. Because the Test requires additional scoring measures and review of test response data, ETS will have an additional 5 to 10 business days from the time allowed in the MOU to post Test Taker score reports. ETS will notify the State if additional time beyond this is required.
- **3.4** The use of ETS Exam at Home may be terminated by either party upon 120 days prior written notice, provided that in the event of such termination the Parties agree to complete all services that are in progress pursuant to the terms and conditions set forth in the MOU.