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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](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 jurisdictional memorandum of understanding ("MOU"), 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.gedtestingservice.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@GEDtestingservice.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 MOU between GED Testing Service and the jurisdictional agency. 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](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.gedtestingservice.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 the GED Testing Service Accommodations website at: [www.gedtestingservice.com/accommodations](http://www.gedtestingservice.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.gedtestingservice.com/accommodations](http://www.gedtestingservice.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 diagnostian 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...
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
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
(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.


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](http://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
3. 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 reissue 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.
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™**

<table>
<thead>
<tr>
<th>Role</th>
<th>Jurisdiction</th>
<th>Adult Education</th>
<th>Test centers (TC)</th>
<th>Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who</td>
<td>GED Administrator™, Agency and State Staff</td>
<td>Program Director/Head</td>
<td>TC Director, TC Admin.</td>
<td>Corrections Admin/ Examiners</td>
</tr>
</tbody>
</table>

*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 jurisdiction’s Memorandum of Understanding (MOU).

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 MOU, the jurisdiction 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 MOU, 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 MOU, including the exhibit(s) thereto, and the policy manual, contain the entire understanding and agreement between the parties related to their subject matter. The MOU 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
The MOU and the GED® program administered by the jurisdiction will be construed and enforced in accordance with the laws of the District of Columbia without reference to that body of law governing conflicts of law. GED Testing Service and the jurisdiction consent to the interpretation of laws, jurisdiction, and venue in the courts sitting in the District of Columbia.

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 MOU 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 MOU 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 MOU and expressly stipulate that the MOU 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 MOU 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 MOU and this policy manual, which, by their nature, should reasonably survive termination or expiration of the MOU shall survive.