

TO: Members of the State Board of Education

FROM: Leonard J. Howie III, Secretary

DATE: October 21, 2013

SUBJECT: October 30, 2013 SBOE Meeting GED® Update

PURPOSE:

The State Board of Education and the Department of Labor, Licensing and Regulation issue a Maryland High School Diploma to individuals who have passed all subjects of the GED® test and to individuals who successfully complete the National External Diploma Program. DLLR will present annual reports to the State Board on the administration of these two programs. Secretary Howie will present an update to the State Board of Education on DLLR's progress in implementing changes to Maryland's GED® test delivery system necessitated by the national GED Testing Service®, as well as the proposed changes to Maryland Regulations in accordance with the new testing. Additionally, Secretary Howie will provide updates on the National External Diploma Program (NEDP), Maryland's alternative for adults to earn a high school diploma.

BACKGROUND:

The GED® tests have historically been available only in a paper and pencil delivery format. Early in 2011, the national GED Testing Service® announced that as of January 2014, the GED® tests will be delivered solely on computer in official Pearson VUE testing centers, and the content and format of the tests would be revised to respond to the more rigorous curriculum of the Common Core State Standards. This year in preparation for the change in delivery of the tests, Maryland has implemented computer-based GED® testing at a number of sites around the state, while continuing to offer the paper and pencil version of the test. Computer based testing is offering a much more efficient process for registering and receiving test results. Preliminary data show significantly higher pass rates for computer based testing, but it is critical to note that testers are self-selecting computer testing, with decreasing numbers of testers still opting for paper testing.

The NEDP has served as an alternative method for adults to earn a high school diploma. This program is based on authentic assessment whereby students demonstrate mastery of competencies associated with high school equivalency, through the completion of assignments and assessments. The NEDP has also recently adopted a computer delivery format.

EXECUTIVE SUMMARY:

In partnership with the State Board of Education, the Department administers GED® testing and the NEDP for Maryland residents who have not earned a high school diploma.

GED® computer-based testing is providing many new benefits to test-takers such as 24/7 online registration and scheduling, instant unofficial score reports and a more self-paced testing experience. Computer based testing has been made available to testers on a voluntary basis in a growing number of sites throughout Maryland since March 2013, while paper testing continues to be offered in 25 public testing centers in addition to correctional facilities across the state until December 31, 2013. To date, 1,124 individuals have registered to take one or more subject area tests on the computer in Maryland. A total of 217 tests have been completed by these test-takers with a pass rate of 85%.

Currently, there is a drive to provide an opportunity for all prospective testers and re-testers to sit for the 2002 series GED® tests prior to the change to an entirely new series of test in January 2014. In order to achieve this, the Department has increased testing dates at paper testing centers throughout the state and has added staff to process the increased number of applications, score reports and diplomas. The Department is also continuing to work with the testing centers to convert to the computer format and is bringing on new testing partners throughout the State to deliver the computer test.

The increased costs of providing the computer based test to Maryland residents has been a concern for many stakeholders. DLLR has received an increase in state funds in support of GED® testing in order to maintain the \$45 testing fee to test takers throughout 2014, and beyond.

With the implementation of computer testing, a new contract with GED Testing Service that includes details of the computer delivery system is required. DLLR requests that the State Board review the 2014 contract with the GED Testing Service™, which is scheduled to go before the Board of Public Works for approval on November 20, 2013. The new contract reflects our continued monitoring of a secure and accessible testing environment for Maryland's GED candidates.

The NEDP continues to be offered to adults through 13 local Consolidated Adult Education and Family Literacy Grantee Programs in Maryland. These grantees participated in training and upgrading of technology resources during the past fiscal year in order to prepare for the online delivery of the program.

Adult Instructional programs throughout the state are receiving professional development to enhance the depth of knowledge incorporated in the curriculum. Through teacher training, we are preparing adult learners for the higher level of challenges encountered in earning a high school diploma and transitioning to postsecondary education and employment.

House Bill 830 passed during this year's legislative session, requiring DLLR to conduct a study of alternative methods for obtaining the equivalent of a high school diploma and to submit a report on the study to the Governor and General Assembly by December 1, 2013. DLLR is finalizing the collection of data regarding the various measures utilized by states to warrant the award of a high school equivalency credential. DLLR will share a copy of the draft report with the State Board, and neither the draft nor the final version will include any recommendations, but rather will present all available information on alternatives.

In keeping with the Department's commitment to the GED® program, the Department has proposed revisions to Maryland Regulations (attached) in order to correctly reflect the changes to GED® testing currently implemented and those that will occur in January 2014, when the system becomes entirely computer-based and the number of subject area tests changes from five to four. The current Regulations are attached as well for comparison purposes. In addition, in order to assist all current candidates complete the 2002 series of tests by

the December 31 deadline, DLLR proposes that the 60-day waiting period to re-test required by the current Regulations be immediately rescinded.

ACTIONS:

The Department requests that the State Board of Education continue its partnership by awarding the Maryland High School Diploma for all students who pass the GED® test and demonstrate 100% mastery of all NEDP competencies. The Department also requests that the State Board of Education review the contract with GED Testing Service and approve the proposed revisions to Maryland Regulations at COMAR 09.37.01, which are attached.

GED® TESTING JURISDICTIONAL SOLE SOURCE CONTRACT

THIS CONTRACT is made this 15th day of October, 2013 by and between GED Testing Service LLC (“Contractor” or “GED Testing Service LLC”) a Delaware Limited Liability Company and the **STATE OF MARYLAND** (“State” or “Jurisdiction”), acting through the **DEPARTMENT OF LABOR, LICENSING AND REGULATION** (the “DLLR” or sometimes the “Department”). GED Testing Service is the exclusive owner of the GED® test and the exclusive licensee of the GED® and GED Testing Service® trademarks and exclusively authorized by the American Council of Education (“ACE”) to monitor usage of the GED® trademarks related to GED® Test and may impose restrictions and requirements regarding the use of the GED® Test.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Services to Be Provided

1.1 This Contract outlines the duties and responsibilities of the Jurisdiction and duties and responsibilities of GED Testing Service LLC for the administration of the GED® Test delivered on computer. The pricing of delivery of the GED® Test on computer is described on the attached Exhibit A Pricing Exhibit and Exhibit B 2014-2015 Pricing Structure and Retest Policy, which are incorporated herein by reference. No change to this Contract will be effective unless all are mutually agreed in writing.

1.2 The Chief GED Administrative Officer of the Jurisdiction shall ensure that the Jurisdiction complies with the terms set forth herein. The Chief GED Administrative Officer that oversees the GED® Test shall appoint a GED Administrator™ from within the agency that has the responsibility of overseeing the GED® Test and ensure that the GED Administrator™ is provided with adequate training, authority and resources to carry out the obligations set forth in this Contract.

1.3 The Jurisdiction’s administration of the GED® Test will be performed in accordance with this Contract and the terms of the GED Testing Service LLC Policies and Procedures Manual (including the GED Testing Service Brand Usage Guidelines for Licensed Jurisdictions incorporated therein) and any revisions which may be made by GED Testing Service LLC from time to time (“Policy Manual”). The Policy Manual shall guide the administration of the GED® Test to the extent that it does not conflict with the terms of this Contract. The GED Administrator™ shall abide by all the policies and procedures described in the Policy Manual to the extent that they do not conflict with the terms of this Contract and shall ensure that the agencies, individuals and vendors who are involved in the administration of the GED® Test and any related services are provided the requirements set forth in the Policy Manual and agree to abide by its terms. The GED Administrator™ shall have authority over and be responsible for full and complete administrative oversight of the GED® Test within the Jurisdiction.

1.4 GED Testing Service LLC shall provide the GED® Test consisting of four content areas, which allows the test-taker to schedule one test module or up to the full four test battery at one time.

1.5 GED Testing Service LLC shall deliver the GED® Test on computer in accordance with the terms of this contract and shall require any contractors involved with the delivery of the GED® Test shall comply with the terms of this contract.

2. Scope of Work

2.1 GED Testing Service LLC is the creator of the one official GED® Test and is the sole provider of the official computer based GED® Test through its partners American Council on Education (ACE) and Pearson VUE, a business of NCS Pearson, Inc. (“Pearson VUE”). GED Testing Service, LLC will provide the State of Maryland, through DLLR, the ability to offer computer based GED® Tests to

Maryland test takers. The test will be delivered through GED Testing Service LLC's partner, Pearson VUE at Pearson Vue approved test centers.

- 2.2 The GED Administrator™ and Jurisdiction shall do the following:
 - 2.2.1 Ensure the GED® Test is utilized within the Jurisdiction as an official test to determine eligibility of a high school equivalency credential;
 - 2.2.2 Assist and consult with GED Testing Service LLC in identifying potential testing locations, with a preference for public institutions, and establishing testing locations within the Jurisdiction;
 - 2.2.3 Visit and monitor potential testing locations and established test centers at the Jurisdiction's discretion;
 - 2.2.4 Notify GED Testing Service LLC to the extent Maryland becomes aware of any misconduct at a test center or a test center that fails to meet or maintain the Jurisdiction's standards for ensuring test-taker eligibility, security of the test instrument or other violations of the rules and regulations of the Jurisdiction, the terms of this contract, or the GED Testing Service LLC Policies and Procedures Manual.
 - 2.2.5 Disallow any test center from charging any fees to the test-taker or Jurisdiction other than what is included herein to be remitted to the test center by GED Testing Service LLC as the agreed upon test center compensation in accordance with Exhibit A Pricing Exhibit and Exhibit B 2014-2015 Pricing Structure & Retest Policy.
 - 2.2.6 Review and validate the eligibility of test-takers who do not meet the Jurisdiction's automatic eligibility requirements;
 - 2.2.7 Work with GED Testing Service LLC to resolve the test takers accommodation issues and requests;
 - 2.2.8 Work with GED Testing Service LLC to ensure GED Testing Service's policies and procedures are followed and report immediately to GED Testing Service LLC any issues which may result in a compromise of testing materials, or any other testing or scoring irregularities;
 - 2.2.9 Cooperate with requests for information from GED Testing Service LLC;
 - 2.2.10 Acknowledge and consent that the test-taker data collected and retained by GED Testing Service LLC through computer-based testing may be shared with other Jurisdictions, subject to the test-taker's written consent. GED Testing Service will transfer the Master File of test-taker data to the Jurisdiction daily. The Jurisdiction will permit only state office staff to have access to the test-taker data, and only for official, GED® Test-related purposes. Release of any test taker data will be done in accordance with the Family Educational Rights and Privacy Act (FERPA).
 - 2.2.11 Sign any required end user license agreement required for access to the test-takers records;
 - 2.2.12 Report any other suspected testing center or test-takers cheating or fraudulent behavior;
 - 2.2.13 Manage issuance of score reports and GED credentials consistent with GED Testing Service LLC and jurisdictional policies;
 - 2.2.14 Attend the annual GED Administrators Conference or ensure that a suitable designee attends;
 - 2.2.15 Ensure that all promotional, informational and any other materials (whether print or online) supplied by GED Testing Service LLC to be distributed by or on behalf of the Jurisdiction and/or its testing centers in connection with the administration of the GED® Test comply with the trademark usage, notice and attribution, and style guidelines set forth in the GED Testing Service Brand Usage Guidelines for Licensed Jurisdictions and that third party materials or website which

do not conform to these guidelines are not included in, or referred to (e.g., links to website), in any such materials;

- 2.2.16 Report immediately to GED Testing Service LLC any misuse of the GED trademarks and/or fraud or other misleading or unfair business practices reported to the Jurisdiction or otherwise discovered by the Jurisdiction; and
- 2.2.17 Promote public awareness of the authorized channels for the GED® Test and educational information to help test takers identify fraudulent or misleading business practice associated with the GED® Test (e.g., such as placing links on the Jurisdiction’s GED® Test website to GED Testing Service LLC’s website “The Truth About GED Testing Online”).
- 2.3 GED Testing Service, LLC shall do the following:
 - 2.3.1 Disallow any test center from administering the official computer based GED® Test in Maryland if said test center has been rejected or revoked by DLLR for failing to meet or maintain the Jurisdiction’s standards for ensuring test-taker eligibility, security of the test instrument or other violations of the rules and regulations of the Jurisdiction, the terms of this contract, or the GED Testing Service LLC Policies and Procedures Manual.
 - 2.3.2 Prevent any test center from charging any fees to the test-taker or jurisdiction other than what is included herein to be remitted to the test center by GED Testing Service LLC as the agreed upon test center compensation in accordance with Exhibit A and Exhibit B 2014-2015 Pricing Structure & Retest Policy.
 - 2.3.3 GED Testing Service LLC will waive 100% of its test fees (excluding test center compensation) and provide this retake discount to test-takers for up to two retakes per failed Content Area for retakes taken within 1 calendar year of the original test date..

2.4 The Procurement Officer may, at any time, by written change order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section may be the basis for a claim under the Disputes clause. The Contractor may not delay or refuse performance under a change order for any reason, but will proceed immediately and diligently with performance of the Contract in accordance with the change.

3. Time for Performance.

3.1 The term of this Contract begins as of the date the “Notice-to-Proceed Letter” is issued by the Procurement Officer, following approval of the Contract by the Board of Public Works, and ends December 31, 2014, unless terminated earlier in accordance with the Contract. Agreement may be renewed annually for up to 5 additional 1 year terms by written notice to GED Testing Service 90 days prior to the end of the current term or as otherwise mutually agreed to by the parties with required State approval. GED Testing Service may prevent the renewal of this Agreement by providing written notice to the Jurisdiction 90 days prior to the end of the current term.

4. Compensation and Payment

4.1 The 2014 GED® Test has four Content Areas (Reasoning Through Language Arts, Mathematical Reasoning, Science and Social Studies). The cost for each Content Area test is \$30, the cost for the full battery of the four Content Area tests is \$120 per test-taker as per Exhibit A and Exhibit B. The payment to Contractor includes test delivery; test center compensation; scoring; test-taker registration, scheduling, and accommodations; and data management. It is anticipated that there could be as many as 50,000 (fifty thousand) individual Content Area tests given in Calendar Year 2014, for a total cost of \$1,500,000 (one million five hundred thousand dollars).

4.2 Payment of \$11.25 (eleven dollars and 25 cents) per individual Content Area test, up to \$45 (forty-five dollars) for the complete four test battery, will be made directly to the Contractor by the individual test-taker when the individual test-taker registers and schedules their exam. DLLR will be invoiced for the balance of \$18.75 (eighteen dollars and seventy-five cents) per individual Content Area test, up to \$75 (seventy-five dollars) for the complete test battery per individual test-taker (Jurisdiction's Discount). The Contractor will invoice DLLR monthly on or about the 15th of the month for the tests delivered in the preceding calendar month. Payment shall be net 30 days from date of the invoice. Invoices shall be sent to:

Molly Dugan
GED Administrator™
Maryland Department of Labor, Licensing and Regulation
GED® Testing Office
1100 North Eutaw Street
Baltimore, MD 21201
410-767-0069
FAX: 410-225-7206
mdugan@dllr.state.md.us

4.3 GED Testing Service LLC will waive its test fees(\$20 per Content Area) and allow test-takers who fail one or more of the Content Area tests to retake each Content Area up to two retakes per failed Content Area for retakes that occur within a 12 (twelve) month calendar year of the original test date.

4.4 If a test-taker has paid their portion of the testing fee, but fails to appear at the designated test center at their scheduled test appointment date and time and has not rescheduled or canceled the scheduled appointment at least 24 hours in advance their appointment, they are considered a "No-Show" and they will forfeit their portion of the testing fee to GED Testing Service LLC. GED Testing Service LLC will not charge the State its portion of the Test-Taker Fee for test-takers who fail to appear. No-Show test-takers are not eligible for the retake discount. The State will only be invoiced for tests which are actually completed by the test-taker.

4.5 These prices shall be in effect through December 31, 2015. Except if increased via a Contract modification that is signed by both parties to this Contract and which has received all required State approvals, payment to the Contractor pursuant to this Contract shall not exceed \$1,500,000 (one million five hundred thousand dollars) annually.

4.6 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may suspend the Contract or limit services provided under the Contract until such time as the Contractor meets performance standards as established by the Procurement Officer. The Department may adjust payment to the Contractor to cover damages.

4.7 The Contractor shall not be responsible for damages to the extent that the damages are directly the result of acts or omissions by the State's employees. Each party shall bear responsibility for the damages directly caused by their acts or omissions.

5. Rights to Records

5.1 The Contractor agrees that the State of Maryland shall have full rights to any test-taker data collected for the purpose of testing Maryland applicants. The Contractor agrees that all documents and materials including, but not limited to, reports, and data prepared and collected by the Contractor solely for purposes of this Contract will be made available to the Department. The Department shall have the right to use the reports and data prepared and collected under this Contract for the purpose of administering the Jurisdiction's GED[®] program and its high school equivalency program. Upon the request of the Department once per year, the Contractor will allow the Department's appropriate individuals access to verify the monthly reports.

5.2 Nothing in this Section shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its software, methodologies, methods of analysis, ideas, know how, methods, techniques, and skills possessed prior to or developed during the term this Contract.

6. Data Security and Loss

6.1 In the event of loss of any State data or records held or maintained by the Contractor in the performance of services, where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor. Data shall be stored for at least two years.

6.2 The Contractor shall use reasonable best efforts to comply with and adhere to the applicable Maryland State Department of Information Technology (DoIT) Security Policy and Standards for IT applications. These policies may be revised from time to time and the Contractor shall comply with all such revisions. The current versions of DOIT's IT Policy and Standards are available online under "Policies and Guidance" at <http://doit.maryland.gov/policies/Pages/default.aspx>.

6.3 Contractor shall use its reasonable efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

7. Indemnification

7.1 The Contractor shall indemnify the State and the State's employees against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

7.1.1 This shall not be construed to mean that the Contractor shall indemnify the State or the State's employees against liability for any suits, actions, or claims of any character that are directly the result of acts or omissions in the performance of the State or of the State's employees. Each party shall bear sole responsibility for any liability for any suits, actions, or claims of any character to the extent that such are directly caused by their acts or omissions.

7.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not

party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

7.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

7.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

8. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract. This section 8 shall survive the termination of this Contract.

9. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10.01 et seq. (State Procurement Regulations, Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

10. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to

pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

13. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

14. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11(B).

15. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract, provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

16. Contractor Transition

If the Department awards a contract to another contractor to perform services presently being performed by the Contractor under the Contract, the Contractor shall cooperate with the Department and the new contractor in facilitating the transition as the Department directs, including providing the new contractor with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Contract. Contractor agrees to turn over all data collected during the duration of the contract including archived data in XML format or other format approved by the Department upon termination or transition.

17. Delays and Extensions of Time

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for five years after the end date of this Contract or any applicable statute of limitations, whichever is

longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

23.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

23.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

23.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

23.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Costs and Price Certification

24.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

24.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

25. Commercial Nondiscrimination

25.1 As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

25.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DLLR, in all sub-contracts.

25.3 As a condition of entering into this Agreement, upon the Maryland Commission on Civil Rights' request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

26. Living Wage

26.1 A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.11.10.

26.2 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. This contract is deemed to be a Tier 1 Contract.

26.3 The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.11.10, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

26.4 The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

27. Administrative

27.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

27.2 Authority of the Department - Except as expressly prohibited by Maryland law, any of the State's rights, powers or duties under this Contract may be exercised or enforced by any officials or employees of the Department who are authorized to do so by the Secretary of the Department of Labor, Licensing and Regulation. Where this Contract provides for the exercise or enforcement of rights, powers or duties by a specific official or employee of the Department, the Department may unilaterally, and within its sole discretion, change the designated official or employee upon written notice to the Contractor. To the extent that the Department utilizes internal review or approval processes in making determinations under this Contract, the Contractor has no right to or in connection with those processes.

27.3 Notices: All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Patricia Tyler
Division of Workforce Development
Department of Labor, Licensing and Regulation
1100 North Eutaw Street

Baltimore, MD 21202

And

Latesa Thomas
Procurement Officer
Department of Labor, Licensing and Regulation
Room 475
500 North Calvert Street
Baltimore, Maryland 21202

If to the Contractor: GED Testing Service LLC
5601 Green Valley Drive
Bloomington, MN 55437
Attn: GED Testing Service Legal/Contracts

28. Prompt Payment Policy

28.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- A. Not process further payments to the Contractor until payment to the subcontractor is verified;
- B. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- C. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- D. Place a payment for an undisputed amount in an interest-bearing escrow account;
or
- E. Take other or further actions as appropriate to resolve the withheld payment.

28.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

28.3 An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between the Contractor and subcontractor under this policy directive, may not:

- A. Affect the rights of the contracting parties under any other provision of law;
- B. Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- C. Result in liability against or prejudice the rights of the Department.

28.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

28.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

A. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

B. This verification may include, as appropriate:

1. Inspecting any relevant records of the Contractor;
2. Inspecting the jobsite; and
3. Interviewing subcontractors and workers.
4. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

C. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

1. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

D. If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

1. Terminate the Contract;
2. Refer the matter to the Office of the Attorney General for appropriate action; or
3. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

E. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

29. Conflict Minerals Notice

Contractors are advised that Md. Ann. Code, State Finance and Procurement Article, § 14-413 provides as follows:

- (a) (1) In this section the following words have the meanings indicated.

(2) (i) "Conflict mineral" means a mineral or mineral derivative determined under federal law to be financing human conflict.

(ii) "Conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.

(3) "Noncompliant person" means a person:

(i) that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and

(ii) for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.

(b) A unit may not knowingly procure supplies or services from a noncompliant person.

The Contractor represents that it is in compliance with the disclosure requirements related to conflict minerals, as set forth in § 14-413 of the State Finance and Procurement Article.

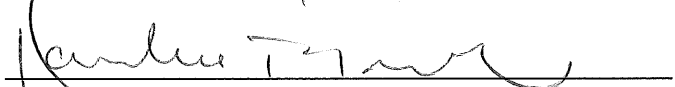
IN WITNESS WHEREOF, the parties have executed this Contract as of the date hereinabove set forth.

WITNESS/ATTEST:



ROBERT RUTSCHER

CONTRACTOR



Signature

Randall T. Trask

Name Typed

President and CEO

Title

WITNESS:

DEPARTMENT OF LABOR,
LICENSING AND REGULATION

By: _____

Approved for legal sufficiency:

Approved by BPW:

Assistant Attorney General

BPW #: _____ Date: _____

EXHIBIT A - PRICING EXHIBIT

GED Testing Service LLC and the Maryland Department of Labor, Licensing and Regulation of the State of Maryland (the "Jurisdiction") have entered into this Pricing Exhibit for the delivery of Computer Based GED® Testing, which is incorporated into the Contract by reference. The term of this Pricing Exhibit commences on the Effective Date of the contract between the parties and is coterminous with the contract, unless terminated earlier as provided in the contract.

1. **GED® Test on Computer**

The parties desire to deliver the GED® test on computer in the Jurisdiction at Pearson VUE authorized test centers. Effective January 2, 2014 GED® test delivery on computer will be implemented throughout the Jurisdiction on a schedule that is mutually acceptable. The GED® test consists of four separate tests called Content Areas (Mathematical Reasoning, Reasoning Through Language Arts, Science, and Social Studies).

2. **Base Test Price** means the base price charged by GED Testing Service LLC for delivery of the GED® test per Content Area. The Base Test Price is \$30 per Content Area or \$120 for the full GED® test. The Base Test Price per Content Area includes testing center compensation. GED Testing Service LLC may change the Base Test Price upon 90 days' written notice prior to the end of the current term for a future term.

3. **Jurisdictional Fee** means the amount set by the Jurisdiction above the Base Test Price, if any. The Jurisdiction will not charge an additional Jurisdictional Fee.

4. **Jurisdictional Discount** means the amount the Jurisdiction is subsidizing the Test-Taker per Content Area.

5. **Test-Taker Fee** means the sum of the Base Test Price and the Jurisdiction's Fee or Discount per Content Area.

For this Jurisdiction, the Test-Taker Fee for the Jurisdiction is \$30 minus the Jurisdictional Discount of \$ 18.75 per Content Area for a total Test-Taker Fee per Content Area of \$ 11.25. A summary of these fees is detailed in the table below:

Description	2014 Series GED® test
Base Test Price per content area	\$30.00
Jurisdictional Discount per content area	\$18.75
Test-Taker Fee per content area	\$11.25
Base Test Price Full GED® Test	\$120.00
Jurisdictional Discount Full GED® Test	\$75.00
Test-Taker Fee Full GED® Test	\$45.00

The Jurisdiction's Fee or Discount for each Content Area of the GED® test shall be effective for entire Jurisdiction, except for Detention Centers and Correctional Education, which may not include test center compensation. If a test taker is a No-Show the test taker forfeits the Test-Taker Fee and GED Testing Service will not invoice the Jurisdiction for its portion of the Base Test Price.

6. **Fee Collection and Reconciliation:** Test-Taker fees will be collected by GED Testing Service LLC directly from the Test-Taker at the time of registration. GED Testing Service LLC will invoice the Jurisdiction monthly for the difference between the Test-Taker Fee and the Base Test Price once the Test(s) have been completed by the test-taker. The Jurisdiction shall pay such amount to GED Testing Service LLC within 30 days of the invoice date. GED Testing Service LLC is obligated to schedule and deliver a Content Area upon payment of the Test-Taker Fee. Once the Test-taker has completed the Test(s), the Jurisdiction is obligated to provide payment for the balance of the Base Test Price. GED

Testing Service LLC will collect any applicable sales tax, value added tax, GST or similar tax from the Test-Taker and file returns with appropriate taxing authority.

END OF DOCUMENT

EXHIBIT B–2014-2015 Pricing Structure & Retest Policy



September 12, 2013

To: All U.S. GED Administrators™

From: Nicole Chestang, Executive Vice President, GED Testing Service

Subject: 2014-2015 Pricing Structure & Retest Policy

You may have seen a communication from the State Directors' High School Equivalency Options Work Group stating that GED Testing Service is offering a new pricing structure for the 2014 GED® Test. I would like to take this opportunity to clarify our pricing structure, as it currently exists and the free retest offer that was included in several state proposal responses this fall, the benefit of which will accrue to our customers nationwide.

2014 GED® test pricing

Let's begin with our current pricing structure and as you will see, nothing has changed:

- Last year, we announced that for both 2014 and 2015, the price for the entire battery would remain at \$120 or \$30 per test module.
- The \$120 includes \$40 of compensation that is paid directly to test centers.
- For those jurisdictions that fund their test centers' operations, the price is and has always been \$80 (the \$120 less \$40 of test center compensation).
- These prices apply in all jurisdictions. In some jurisdictions, there may be additional fees that we collect on their behalf.

Our base price, with or without test center compensation, includes a comprehensive set of services, including scoring, test center compensation, registration and scheduling, accommodations, data management, and a state option for fulfillment of diplomas and transcripts.

2014 GED® test retakes

For 2014, we are replacing the very popular Second Shot program with a much broader program. Effective January 1, 2014, GED Testing Service will be offering to waive 100% of our fees (excluding testing center fees and state fees) for up to two retakes per failed content area, providing those retakes occur within 12 calendar months.

Assuming test-takers are taking their tests at adult education centers that do not charge test center fees, and in states that do not add additional fees, each eligible retake would be free to the test taker. In states where this is not the case, test-takers would be expected to pay the applicable test center and state fees. If your state and/or test centers would like to also waive your fees for failed modules, this would make the retakes completely free to test takers.

Because we've built a program that has the learner at its heart, we continue to look for opportunities to provide greater benefits for adult learners and this retest policy reflects that. You should expect to see us continuing to evaluate all parts of our program to ensure that the people we serve, adult learners, reap the greatest share of the benefits.

As always, if you have any questions, please feel free to reach out to me or to your jurisdiction's program manager. We are communicating with you first, GED Administrators™, so that you can inform your chain of command. We will also be sending a similar communication to State Adult Education Directors early next week so that they hear this message directly from the Testing Service.

Thank you for your continued support!

www.GEDtesting-service.com

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Title 09 DEPARTMENT OF LABOR, LICENSING, AND REGULATION

Subtitle 37 WORKFORCE DEVELOPMENT AND ADULT LEARNING

Chapter 01 Alternate Ways to Earn a High School Diploma

**Authority: Labor and Employment Article, §§11-807 and 11-808, Annotated Code
of Maryland**

.01 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Department" means the Department of Labor, Licensing, and Regulation.

(2) "Secretary" means the Secretary of Labor, Licensing, and Regulation.

(3) "State Board" means the Maryland State Board of Education.

.02 General Educational Development Program Description.

A. The General Educational Development (GED) Tests offer an alternate and acceptable way for an individual 16 years old or older to earn a high school diploma.

B. Candidates who successfully complete the GED Tests are awarded a Maryland high school diploma by the State Board.

C. A GED graduate may not be awarded any other Maryland high school diploma either by the State Board or by a local school system.

.03 The GED Tests — Scope and Content.

A. The GED Tests include writing skills, social studies, science, interpreting literature and the arts, and mathematics. Each test measures the major subject area skills considered to be the outcomes of a high school education.

B. The State Board shall review and approve the State license agreement with the Department and the American Council on Education.

.04 Applicant Eligibility.

An applicant is eligible to take the GED Tests if the applicant:

A. Has been a Maryland resident for at least 3 months at the time of testing, unless the Secretary has waived this requirement in accordance with the procedures set out in Regulation .18 of this chapter;

B. Is at least 16 years old; and

C. Either:

(1) Meets both of the following requirements:

(a) Has not obtained a Maryland high school diploma or a high school certificate or diploma issued by another state or non-U.S. or correspondence school; and

(b) Has been officially withdrawn from a regular full-time public or private school; or

(2) Has obtained a Maryland High School Certificate of Program Completion in accordance with COMAR 13A.03 .02.09D.

.05 Date, Time, and Place of Testing.

A. Various GED test centers shall be operated throughout Maryland. The GED testing application form lists locations of test centers.

B. Test dates, times, and locations shall be posted on the Department's website and be available from the GED Testing Office at the Department.

.06 Requirements for Applying to Take the GED Tests.

A. At the time application is made to the Maryland GED Testing Office, an applicant shall demonstrate identity, age, and residency by attaching a copy of one of the following to the application:

(1) A current official Maryland driver's license or current official Maryland learner's permit;

(2) A current official Maryland identification (ID) card issued by the Motor Vehicle Administration;

(3) A current official photo ID issued to an incarcerated individual, with name, current address, date of birth, and signature, by the Department of Juvenile Services, the Department of Public Safety and Correctional Services, or other residential facility accepted by the State GED Administrator;

(4) A current official photo ID issued to an individual, with name, current address, date of birth, signature, and current address issued by a residential facility accepted by the State GED Administrator; or

(5) A current active duty military ID card.

B. If none of the forms of identification and residency identified in §A of this regulation are attainable, prior to making application to the Maryland GED Testing Office, the applicant may apply to the Secretary for a waiver in accordance with the procedures set out in Regulation .18 of this chapter. The applicant shall provide one or more forms of identification which collectively show name, address, date of birth, signature, and photograph. If the Secretary is satisfied that the documentation of identification is authentic and valid, and the individual meets age and residency requirements, the Secretary may issue a waiver. The applicant shall attach the Secretary's waiver to the application along with copies of the documentation submitted to the Secretary in support of the waiver and shall present the waiver and supporting documentation at the test center.

C. In addition to the documentation required in §A or B of this regulation, as part of the application, the applicant shall:

(1) Provide the applicant's signature verifying his or her identity and residency in Maryland;

(2) Remit the appropriate fee along with the completed application; and

(3) For an applicant 18 years old or younger, present:

(a) Written verification of school withdrawal from an official of the last regular full-time public or private school attended;

(b) Verification of home schooling pursuant to COMAR 13A.10.01 from an official of the:

(i) Supervising public or private school system; or

(ii) School or institution offering an educational program operated by a bona fide church organization; or

(c) A Maryland High School Certificate of Program Completion.

.07 Fee Schedule.

A. The Department shall establish a reasonable fee schedule for the scheduling of tests, issuance of diplomas and transcripts, and related costs associated with the administration of the GED Program.

B. Only duplicate copies of official transcripts may be issued with remittance of fee.

.08 Admission to the GED Test Center.

A. Confirmation shall be mailed or transmitted electronically to GED candidates before the assigned test date.

B. To be admitted to the test center, each candidate shall present documentation verifying identity, age, and Maryland residency as described in Regulation .06A of this chapter.

.09 Minimum Score Requirements for Award of Maryland High School Diploma.

A. To qualify for a Maryland high school diploma, a candidate shall earn:

(1) A standard score of at least 410 on each of the five tests; and

(2) An average standard score of at least 450 on all five tests.

B. Only tests taken within the past 5 years receive credit toward the diploma.

.10 Requirements for Retesting.

A. Candidates who have failed one or more parts of the GED Tests and candidates who fail to report to the test center on the assigned date shall wait 2 months before retesting.

B. Candidates who are retested shall be administered a different form of the GED Tests from that previously administered.

C. Three test forms are available from the GED Testing Service of the American Council on Education in any 1-year period.

D. A candidate who has taken all three forms of the Tests in a 1-year period is not eligible to retest until new forms of the GED Tests are available from the GED Testing Service.

E. A candidate seeking to retest shall return the admission card or retest request form to the Maryland GED Testing Office along with the appropriate rescheduling fee.

.11 Permanent Record Changes.

A. Changes may not be made to a candidate's record after the diploma has been awarded unless the changes are a result of an error on behalf of the GED Office and can be verified as such.

B. The State GED Administrator shall make changes when the GED Office is known to be in error.

.12 Retention of Scores.

A. Passing scores that result in the issuance of a Maryland high school diploma shall be retained in perpetuity by the Maryland GED Testing Office.

B. Passing, failing, and incomplete scores that do not result in the issuance of a Maryland high school diploma shall be retained by the Maryland GED Testing Office for a period of 60 months.

.13 Foreign Language GED Tests.

A. The GED Tests may be taken in Spanish or French.

B. In addition to the Spanish or French version of the GED Tests, a candidate shall take the writing skills test in English to demonstrate English proficiency.

C. A candidate who obtains passing scores on the Spanish or French tests and on the writing skills test in English shall be awarded a Maryland high school diploma.

.14 Special Testing for Individuals with Disabilities.

A. Special editions of the GED Tests are available for individuals with disabilities. These include an audiocassette tape version, a large-print version, and a Braille version.

B. Other special accommodations for candidates with disabilities shall be made available. Individuals who request GED testing accommodations shall provide appropriate documentation of their disability and the need for the requested testing accommodations, prior to scheduling.

C. An individualized assessment of each request for testing accommodations shall be made based on the documentation provided and in accordance with the documentation policies of the GED Testing Service of the American Council on Education.

.15 GED Tests Taken Out of State.

A. Results of GED Tests taken within the past 5 years at official GED testing centers outside Maryland may be used for credit toward a Maryland high school diploma.

B. An official copy of test scores shall be sent directly to the Maryland GED Testing Office from the test center where the credit was earned.

.16 Testing for Individuals Whose High School Records are Unobtainable.

A. An applicant, high school graduate, or nongraduate whose records are unobtainable may take the GED Tests and be awarded a diploma without verification of school withdrawal required in Regulation .06D of this chapter by:

- (1) Making a written request to the State GED Administrator; and
- (2) Providing evidence that shows attempts made to obtain official verification.

B. Based on the facts and extenuating circumstances of each case, the State GED Administrator has discretion to grant or deny requests to take the GED Tests without official verification of school withdrawal.

.17 Test Security.

A. To protect the security of the tests, the integrity of the testing procedure, and the validity of test scores, the State GED Administrator has authority to invalidate test scores and to require the candidate to retest.

B. Misrepresentation of information on the GED Tests application form may result in the revocation of the diploma.

C. The chief examiner at each test center has authority to request that a thumbprint of the candidate be taken at the time of testing if, in the chief examiner's judgment, additional verification of the candidate's identity is necessary.

.18 Waivers.

A. Waivers to the requirements of Regulations .04(A), .06, and .07 of this chapter are granted only by the Secretary in exceptional circumstances if it is in the candidate's best interest and in accordance with this regulation.

B. Waiver of Withdrawal Prior to Application for Students with Disabilities. If the candidate is a student with a disability who receives special education and related services from a public or nonpublic program, the following additional requirements may apply:

- (1) The application shall include a copy of the student's current individualized education program indicating:

- (a) That preparation for and taking of the GED Tests is part of the student's transition plan pursuant to COMAR 13A.05.01.09A(3); and

- (b) Any accommodations that the student may need for the GED Tests;
 - (2) If it is necessary for the student to continue to attend school after the date of the filing of the waiver request in order to receive a free appropriate public education, the request shall indicate:
 - (a) That the student will withdraw from school before the GED testing date; and
 - (b) The date upon which the student will withdraw from school;
 - (3) The request shall be appended with a release that:
 - (a) States that the parent has approved the waiver request and understands that receipt of a GED diploma will conclude the student's eligibility for special education and related services;
 - (b) Is signed by the student's parent; and
 - (c) Is on a form approved by the Department; and
 - (4) Upon receipt of notice from the Department that the candidate has failed to pass the GED Tests, the local school system shall convene an individualized education program team meeting pursuant to COMAR 13A.05.01.07—.08 to plan for:
 - (a) The student's resumption of special education and related services within 90 days of the GED Tests date; and
 - (b) Compensatory services for the period in which the student was withdrawn from school, as appropriate.
- C. The Secretary's decision on a waiver request is final.

.19 Diplomas.

- A. A Maryland high school diploma shall be awarded to all candidates who successfully complete the GED Tests. Diplomas shall be awarded monthly.
- B. The diplomas shall be awarded by the State Board and shall bear the signatures of the Board President and the Secretary.

.20 Maryland Adult External High School Program.

- A. Program Description.

(1) The Maryland Adult External High School Program is designed to recognize demonstrated competence in adults, regardless of whether the skill was acquired in a formal school setting.

(2) Competencies areas addressed by the assessment are established by the National External Diploma Program.

B. Procedures for Administering the Maryland Adult External High School Program and the Issuance of a Diploma.

(1) The Maryland Adult External High School Program is administered under a license agreement with the National External Diploma Program (NEDP) by the Department of Labor, Licensing, and Regulation in consultation with the State Board.

(2) Local school systems receiving Department funding to implement the Maryland Adult External High School Program shall operate the program according to NEDP standards and requirements in addition to provisions identified in annual requests for proposals and requirements determined by the Department.

(3) Requirements for the program are described in manuals available at the Department of Labor, Licensing, and Regulation, 1100 North Eutaw Street, Baltimore, Maryland 21201. These manuals describe all diagnostic and assessment instruments, administrative procedures, evaluation criteria, eligibility of applicants, time and place of testing, requirements for a diploma, and reports of results to candidates.

(4) Eligibility. Residents of Maryland 18 years old or older who are not currently enrolled in a high school, who are not high school graduates, and who pass a screening test are eligible to register for the program.

(5) Fees for Program Participation. A registration fee shall be charged of each individual at the time of entering the program. If a student leaves the program before completion and subsequently elects to register at a later time, a new registration fee shall be charged.

(6) Revision. The required assessment instruments shall comply with the most current standards and materials of the NEDP program to assure that they are valid.

(7) Diplomas. A Maryland high school diploma shall be awarded to each graduate upon certification by the External Diploma Regional Center Director that the program requirements have been satisfactorily met. Diplomas shall be awarded monthly. The diplomas shall be awarded by the State Board and shall bear the signatures of the Board President and the Secretary.

Effective date: January 14, 2010 (37:1 Md. R. 14)

Regulation .04A, C amended effective November 28, 2011 (38:24 Md. R. 1501)

Regulation .06 amended effective November 28, 2011 (38:24 Md. R. 1501)

Regulation .08 amended effective November 28, 2011 (38:24 Md. R. 1501)

Regulation .11A amended effective November 28, 2011 (38:24 Md. R. 1501)

Regulation .17A, C amended effective November 28, 2011 (38:24 Md. R. 1501)

Regulation .18 amended effective November 28, 2011 (38:24 Md. R. 1501)

Title 09 DEPARTMENT OF LABOR, LICENSING, AND REGULATION

Subtitle 37 WORKFORCE DEVELOPMENT AND ADULT LEARNING

Chapter 01 Alternate Ways to Earn a High School Diploma

Authority: Labor and Employment Article, §§11-807 and 11-808, Annotated Code of Maryland

.01 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Applicant" means the individual who is seeking to take the GED® tests.

(2) "Candidate" means an individual who is deemed eligible to take the GED® tests, is scheduled to sit for the GED® tests or who has taken the GED® tests.

(3) "Department" means the Department of Labor, Licensing, and Regulation.

(4) "GED®" means the nationally recognized high school equivalency test program.

(5) "Module" means a single subject area being measured by the GED® tests.

(6) "Secretary" means the Secretary of Labor, Licensing, and Regulation.

(7) "State Board" means the Maryland State Board of Education.

.02 GED® Testing Program Description.

A. The GED® Tests offer an alternate and acceptable way for an individual who is older than the age requirement for compulsory school attendance set by MD Code Ann. Education §7-301 to earn a Maryland high school diploma.

B. Candidates who successfully complete the GED® Tests are awarded a Maryland high school diploma by the State Board and the Department.

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C. A successful GED® candidate may not be awarded any other Maryland high school diploma either by the State Board or by a local school system.

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.03 The GED® Tests — Scope and Content.

A. The GED® Tests will measure the major subject area skills required of a high school education as determined by the national testing service issuing the GED® instrument.

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B. The GED® Tests will be offered in modules of each of the major subject areas and each module may be scheduled separately.

C. The GED® Tests are given on computer at an approved test center.

D. The State Board shall review and approve the State agreement with the Department and the national testing service issuing the GED® instrument.

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.04 Applicant Eligibility.

An applicant is eligible to take the GED Tests if the applicant:

A. Is a Maryland resident at the time of testing;

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B. Is older than the age requirement for compulsory school attendance set by MD Code Ann. Education §7-301; and

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C. Either:

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(1) Meets both of the following requirements:

(a) Has not obtained a Maryland high school diploma or a high school certificate or diploma issued by another state or non-U.S. or correspondence school; and

(b) Has been officially withdrawn from a regular full-time public or private school; or

(2) Has obtained a Maryland High School Certificate of Program Completion in accordance with COMAR 13A.03 .02.09D.

.05 Date, Time, and Place of Testing.

A. Various GED® test centers shall be operated throughout Maryland.

Deleted: The GED testing application form lists locations of test centers.

B. Scheduling of the GED® test shall be done by the applicant via the internet. A link to the national testing service issuing the GED® instrument, locations of test centers and

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other pertinent information shall be posted on the Department's website and be available from the GED® Testing Office at the Department.

.06 Requirements for Applying to Take the GED Tests.

A. An applicant shall be required to demonstrate identity, age, and residency by providing one of the following at the test center:

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(1) A current official Maryland driver's license or current official Maryland learner's permit;

(2) A current official Maryland identification (ID) card issued by the Motor Vehicle Administration;

(3) A current official photo ID issued to an incarcerated individual, with name, current address, date of birth, and signature, by the Department of Juvenile Services, the Department of Public Safety and Correctional Services, or other residential facility accepted by the State GED® Administrator;

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(4) A current official photo ID issued to an individual, with name, current address, date of birth, signature, and current address issued by a residential facility accepted by the State GED® Administrator; or

(5) A current active duty military ID card.

B. If none of the forms of identification and residency identified in §A of this regulation are attainable, prior to scheduling the GED® test, the applicant may apply to the Secretary for a waiver in accordance with the procedures set out in Regulation .18 of this chapter. The applicant shall provide one or more forms of identification which collectively show name, address, date of birth, signature, and photograph. If the Secretary or his designee is satisfied that the documentation of identification is authentic and valid, and the individual meets age and residency requirements, the Secretary may issue a waiver. The applicant shall present the documentation submitted to the Secretary in support of the waiver to the test center.

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C. In addition to the documentation required in §A or B of this regulation, the applicant shall:

(1) Provide the applicant's signature verifying his or her identity and residency in Maryland at the test center at the time of testing;

(2) Remit the appropriate fee along with the completed application at the time of registration; and

(3) For an applicant 18 years old or younger, present to the GED office prior to scheduling the GED® test:

(a) Written verification of school withdrawal from an official of the last regular full-time public or private school attended;

(b) Verification of home schooling pursuant to COMAR 13A.10.01 from an official of the:

(i) Supervising public or private school system; or

(ii) School or institution offering an educational program operated by a bona fide church organization; or

(c) A Maryland High School Certificate of Program Completion.

.07 Fee Schedule.

A. The Department shall establish a reasonable fee schedule for the scheduling of tests, issuance of diplomas and transcripts, and related costs associated with the administration of the GED® Program.

B. Only duplicate copies of official transcripts may be issued with remittance of fee. No duplicate copies of diplomas will be issued.

.08 Admission to the GED® Test Center.

A. Confirmation of test date and location shall be transmitted electronically to GED® candidates before the assigned test date.

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B. To be admitted to the test center, each candidate shall present documentation verifying identity, age, and Maryland residency as described in Regulation .06A of this chapter.

.09 Minimum Score Requirements for Award of Maryland High School Diploma.

A. To qualify for a Maryland high school diploma, a candidate shall earn the minimum passing score for each test module and must earn the overall passing score for the entire battery of GED® Tests established by the national testing service issuing the GED® instrument.

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(1) A standard score of at least 410 on each of the five tests; and ¶
(2) An average standard score of at least 450 on all five tests.

B. Partial passing scores for individual modules will be retained by the Maryland GED® testing office for up to 60 months or until a new series of tests has been issued by the national testing service issuing the GED® instrument, whichever comes first. Upon issuance of a new test series, all scores attained on the previous series will expire.

Deleted: Only tests taken within the past 5 years receive credit toward the diploma.

.10 Requirements for Retesting.

A. Candidates who have failed one or more modules of the GED® Tests and candidates who fail to report to the test center on the assigned date may apply for a retest and will be charged the applicable testing fee.

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B. Candidates who are retested shall be administered a different form of the GED® Tests from that previously administered.

C. There is a maximum number of test forms available from the national testing service issuing the GED® instrument in any 1-year period.

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D. A candidate who has taken all forms of the Tests in a 1-year period is not eligible to retest until new forms of the GED® Tests are available from the GED Testing Service.

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E. A candidate seeking to retest shall apply via the internet as done is regulation .05.

.11 Permanent Record Changes.

A. Changes may not be made to a candidate's record after the diploma has been awarded unless the changes are a result of an error on behalf of the GED® Office and can be verified as such.

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B. The State GED® Administrator shall make changes when the Maryland GED® Testing Office is known to be in error.

.12 Retention of Scores.

A. Passing scores that result in the issuance of a Maryland high school diploma shall be retained in perpetuity by the Maryland GED® Testing Office.

B. Passing, failing, and incomplete scores that do not result in the issuance of a Maryland high school diploma shall be retained by the Maryland GED® Testing Office for a period of up to 60 months. Partial passing scores will be retained by the Maryland GED® testing office for up to 60 months or until a new series of tests has been issued by the national testing service issuing the GED® instrument, whichever comes first. Upon issuance of a new test series, all scores attained on the previous series will expire.

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.13 Foreign Language GED Tests.

A. Each module of the GED® Tests may be taken in foreign languages as available from the national testing service issuing the GED® instrument, except as indicated in section C of this regulation.

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B. If a candidate chooses to take a module in a foreign language the entire module must be done in the same language, however, separate modules may be taken in different languages, if available from the national testing service issuing the GED® instrument.

C. Even if a candidate chooses to take one or more modules in a foreign language, a candidate shall take the Reasoning Through Language Arts (RTL A) test module in English to demonstrate English proficiency.

D. A candidate who obtains passing scores on the foreign language tests and on the RTL A test in English shall be awarded a Maryland high school diploma.

.14 Testing for Individuals with Disabilities.

A. Accommodations for candidates with disabilities shall be made available. Individuals who request GED® testing accommodations shall provide appropriate documentation of their disability and the need for the requested testing accommodations, prior to scheduling.

B. An individualized assessment of each request for testing accommodations shall be made based on the documentation provided and in accordance with the documentation policies of the national testing service issuing the GED® instrument.

.15 GED® Tests Taken Out of State.

Results of GED® Tests taken within the past 5 years at official GED® testing centers outside Maryland may be used for credit toward a Maryland high school diploma, if a GED® credential has not been issued and if the test results are from the same series as issued by the national testing service issuing the GED® instrument.

.16 Testing for Individuals Whose High School Records are Unobtainable.

A. An applicant, high school graduate, or nongraduate whose records are unobtainable may take the GED® Tests and be awarded a diploma without verification of school withdrawal required in Regulation .06D of this chapter by:

- (1) Making a written request to the State GED® Administrator; and
- (2) Providing evidence that shows attempts made to obtain official verification.

B. Based on the facts and extenuating circumstances of each case, the State GED® Administrator has discretion to grant or deny requests to take the GED® Tests without official verification of school withdrawal.

.17 Test Security.

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A. To protect the security of the tests, the integrity of the testing procedure, and the validity of test scores, the State GED® Administrator has authority to invalidate test scores and to require the candidate to retest.

B. Misrepresentation of information on the GED® Tests application may result in the revocation of the diploma.

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C. Any violation of test center policy may result in ejection from the test center and invalidation of test scores.

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.18 Waivers.

A. Waivers to the requirements of Regulations .06(A), and .07 of this chapter are granted only by the Secretary or his designee in exceptional circumstances if it is in the candidate's best interest and in accordance with GED® Testing standards.

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B. Waiver of Withdrawal Prior to Application for Students with Disabilities. If the candidate is a student with a disability who receives special education and related services from a public or nonpublic program, the following additional requirements may apply:

(1) The waiver application to the Secretary or his designee shall include a copy of the student's current individualized education program indicating:

(a) That preparation for and taking of the GED® Tests is part of the student's transition plan pursuant to COMAR 13A.05.01.09A(3); and

(b) Any accommodations that the student may need for the GED® Tests;

(2) If it is necessary for the student to continue to attend school after the date of the filing of the waiver request in order to receive a free appropriate public education, the request shall indicate:

(a) That the student will withdraw from school before the GED® testing date; and

(b) The date upon which the student will withdraw from school;

(3) The request shall be appended with a release that:

(a) States that the parent has approved the waiver request and understands that receipt of a GED® diploma will conclude the student's eligibility for special education and related services;

(b) Is signed by the student's parent; and

(c) Is on a form approved by the Department; and

(4) Upon receipt of notice from the Department that the candidate has failed to pass the GED® Tests, the local school system shall convene an individualized education program team meeting pursuant to COMAR 13A.05.01.07—.08 to plan for:

(a) The student's resumption of special education and related services within 90 days of the GED Tests date; and

(b) Compensatory services for the period in which the student was withdrawn from school, as appropriate.

C. The Secretary or his designee's decision on a waiver request is final.

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.19 Diplomas.

A. A Maryland high school diploma shall be awarded to all candidates who successfully complete the GED® Tests. Diplomas shall be awarded within a month of successful completion,

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B. The diplomas shall be awarded by the State Board and the Department and shall bear the signatures of the Board President and the Secretary.

.20 Maryland Adult External High School Program.

A. Program Description.

(1) The Maryland Adult External High School Program is designed to recognize demonstrated competence in adults, regardless of whether the skill was acquired in a formal school setting.

(2) Competencies areas addressed by the assessment are established by the National External Diploma Program.

B. Procedures for Administering the Maryland Adult External High School Program and the Issuance of a Diploma.

(1) The Maryland Adult External High School Program is administered under a license agreement with the National External Diploma Program (NEDP) by the Department of Labor, Licensing, and Regulation in consultation with the State Board.

(2) Local grantees receiving Department funding to implement the Maryland Adult External High School Program shall operate the program according to NEDP standards and requirements in addition to provisions identified in annual requests for proposals and requirements determined by the Department.

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(3) Requirements for the program are described in manuals available at the Department of Labor, Licensing, and Regulation, 1100 North Eutaw Street, Baltimore, Maryland

21201. These manuals describe all diagnostic and assessment instruments, administrative procedures, evaluation criteria, eligibility of applicants, and requirements for a diploma.

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(4) Eligibility. Residents of Maryland 18 years old or older who are not currently enrolled in a high school, who are not high school graduates, and who pass a screening test are eligible to register for the program.

(5) Fees for Program Participation. A registration fee shall be charged of each individual at the time of entering the program. If a student leaves the program before completion and subsequently elects to register at a later time, a new registration fee may be charged.

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(6) Revision. The required assessment instruments shall comply with the most current standards and materials of the NEDP program to assure that they are valid.

(7) Diplomas. A Maryland high school diploma shall be awarded to each graduate upon certification by the External Diploma Regional Center Director that the program requirements have been satisfactorily met. Diplomas shall be awarded monthly. The diplomas shall be awarded by the State Board and the Department and shall bear the signatures of the Board President and the Secretary.

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Regulation .04A, C amended effective November 28, 2011 (38:24 Md. R. 1501) ¶
Regulation .06 amended effective November 28, 2011 (38:24 Md. R. 1501) ¶
Regulation .08 amended effective November 28, 2011 (38:24 Md. R. 1501) ¶
Regulation .11A amended effective November 28, 2011 (38:24 Md. R. 1501) ¶
Regulation .17A, C amended effective November 28, 2011 (38:24 Md. R. 1501) ¶
Regulation .18 amended effective November 28, 2011 (38:24 Md. R. 1501) ¶
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