

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "CLIENT"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLLEGE ENTRANCE EXAMINATION BOARD
(hereinafter referred to as "COLLEGE BOARD"),
having its principal place of business at
250 Vesey Street
New York, New York 10281

WHEREAS, SBBC and COLLEGE BOARD entered into an Agreement dated August 31, 2015 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to exercise its first of two (2) options to renew the Agreement for a Period of one (1) additional year; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement for first renewal term.** The Agreement is hereby renewed for one (1) year beginning October 1, 2016 through September 30, 2017.

3. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

- a) Section 1.0 is hereby amended for the first renewal term to add the following provision:
1.2 **Services & Deliverables for the first renewal term.** The COLLEGE BOARD shall furnish CLIENT with the exams, products, services, and/or deliverables ("Deliverables") in accordance with (1) **Schedule 1 to the First Amendment of**

Agreement, SAT Day Program (hereinafter “**Schedule 1**” which is attached and incorporated herein), and (2) **Schedule 2 to the First Amendment of Agreement PSAT 8/9 Assessment Early Participation Program Fixed Fee Schedule** (hereinafter “**Schedule 2**” which is attached and incorporated herein).

- b) Section 3.0 is hereby amended for the first renewal term to add the following provision:
3.1 Fees and Payment for the first renewal term. The CLIENT shall pay for all associated fees in accordance with the terms specified in **Schedule 1** and **Schedule 2** for satisfactory services performed according to the terms of this First Amendment.

- c) Section 9.0 is hereby amended for the first renewal term to add the following provision:
9.19 **Disclosures of student information by CLIENT to COLLEGE BOARD.** CLIENT shall obtain written consent from the parent/guardian or student age 18 or over prior to disclosing any personally identifiable student information to COLLEGE BOARD, including information transmitted in the Bulk registration process.

4. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District
of Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.08.01 09:12:40 -0400

Office of the General Counsel



FOR COLLEGE BOARD

(Corporate Seal)

College Entrance Examination Board

ATTEST:

By [Signature]
Signature

_____, Secretary

Printed Name: Jeremy Singer

-or-

Title: Chief Operating Officer

[Signature] KAY HALLENBECK
Witness DIRECTOR, GOVERNANCE

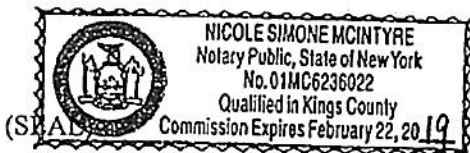
Witness

STATE OF New York

COUNTY OF Kings

The foregoing instrument was acknowledged before me this 29th day of July, 2016 by Jeremy Singer of Name of Person the College board on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:



Nicole Simone McIntyre
Signature - Notary Public

Nicole Simone McIntyre
Printed Name of Notary

01MC6236022
Notary's Commission No.

Schedule 1 to First Amendment of Agreement SAT School Day Program.

1. Services Overview

The College Board will support the Client in administering the SAT exam during a school day. Under this Agreement, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board will deliver the Program as outlined in this Schedule and Attachments.

1.1. Enrollment and Program Participation

The Client will provide to the College Board, in accordance with the timeframes defined in Attachment A to Schedule 1, information concerning the numbers of cohort students ('Participating Cohort') enrolled in the schools which are participating in the Program ('Enrollment' or 'Student(s)'). Students who register for the SAT exam in accordance with the provisions of this Schedule and Attachments are herein referred to as 'Participants'.

1.2. Related Implementation Services

1.2.1. Setting up SAT Test Centers

Client will accurately complete a Test Center Intake Form, provided by the College Board, by the deadline indicated in Section 3 of Attachment A (Client Obligations) to designate those locations participating in the Program. All locations designated by the Client and that meet all College Board requirements will be established as SAT Test Centers ('Test Centers') for the Program. Client will designate a Test Center Supervisor at each participating location who must complete a two-page Test Center Master Form ('CMF') in order to establish the location as a Test Center. Client is responsible for ensuring compliance with CMF completion. College Board reserves the right to cancel the administration of the Program at any Test Center if a completed CMF is not returned with complete and accurate information by the deadlines established in Attachment A.

1.2.2. Delivering SAT Practice Tools and Support

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.

1.2.3. Providing Accommodations to Participants with Disabilities

Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <http://www.collegeboard.com/ssd/student> and <http://professionals.collegeboard.com/testing/ssd>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for designating an appropriate accommodations coordinator ('SSD Coordinator') to facilitate the application for and administration of approved accommodations. The 'Form to Establish an SSD Coordinator' is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

1.2.4. Registering Students for the Program

To participate in the Program, Client must ensure that students register by the deadlines designated, and using the methods described, in Attachment A. The Test Center Supervisor at each site is responsible for overseeing Program registration. The College Board will provide registration materials and instructions to the Test Center Supervisor. Client shall ensure that copies of the SAT Registration Guide are distributed to all Participants at least four weeks in advance of the administration as outlined in Attachment A. Participants who are absent from the designated test administration date are eligible for one makeup test as outlined in Attachment A. The Participant is responsible for calling College Board customer service to transfer their registration to the designated makeup test date by the published registration deadline associated with such designated makeup test date. SAT Subject Tests are not offered under this Agreement. SAT fee waivers are not applicable to test fees under this Agreement, however normally fee waiver eligible students may use fee waivers for other services normally available to fee waiver recipients. For Clients utilizing the in-school make-up date, Test Center Supervisors must respond to the College Board's email to request make-up materials.

1.2.5. Training of Designated Personnel at the Participating Schools

The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as Test Center Supervisors, Registration Coordinators, SSD Coordinators, Online Course Coordinators, Associate Test Center Supervisors, Proctors, and Hall Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the Client and must be completed in accordance with the timeframes set forth in Attachment A. Designated Test Center Supervisors are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the Test Center Supervisor training and instructional materials, and may be required to complete Test Center staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Test Center where any Designated Personnel fail to complete such training prior to the scheduled test administration.

1.2.6. Administering the SAT

The SAT will be administered under standard College Board test administration and security protocols as specified in the CMF and Test Center Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the Test Center Supervisor training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Students testing under this agreement will follow the guidelines in the SAT Student Guide.

1.2.7. Delivering SAT Data and Reports

The College Board will furnish certain data and reports ('College Board Data') to Client through the data portal as part of the Program. Attachment B to Schedule 1, Data Licensing Agreement, defines, and governs the use of, such data.

1.2.8. Communications

The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key 'what to expect' information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.

2. Fees and Payment

The Client assumes the responsibility for payment of all associated fees in accordance with the terms specified in Attachment A.

3. SAT School Day Program Terms and Conditions

3.1. SAT Program

3.1.1. SAT Ownership: The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

3.2. SAT Data and Reporting

3.2.1. Terms and conditions for SAT data and reporting are contained in Attachment B.

**Attachment A to Schedule I
Work Plan**

1. Program Test Dates and Participating Cohort

Participating Cohort, Primary and Makeup Test Dates are as noted below.

Participating Cohort:	Juniors and Seniors
Primary Test Date:	April 5, 2017
Make Up Test Date:	June 3, 2017

2. Registration

Participants will be registered using the Bulk registration method. Client will register Participants using the online Bulk Registration tool located at <https://bulkreg.collegeboard.org>. Client's personnel submitting the bulk registration file must have a valid College Board professional's online account. The College Board will provide registration instructions and access codes to the designated data contact in the district. Client agrees to upload complete and correct bulk registration files as indicated on the bulk registration website. Client acknowledges that the College Board will need to retain the bulk registration file, including the Participants' names and related information for the purposes of registering, administering and providing all operational services related to the SAT exam, and as such Client will obtain any necessary consents and releases, to ensure that the College Board is not prohibited from retaining this information. Client will ensure that Participants receive the Student Registration Guide. Client will also ensure that Participants complete a supplementary Student Data Questionnaire at least one week before the Primary Test Date. Each Participant may select up to four colleges and/or scholarship programs to receive his/her SAT Scores at no charge. Within nine days after the primary test day, Participants must go online to the College Board website, using the registration number provided on the Admission Ticket, and choose the institutions to receive these free score reports. After this nine day period Participants will be required to pay a fee to send any score reports.

3. Client Obligations

The following milestones and their associated completion dates ('Deadline') are critical to the success of the Program. The Client acknowledges their role in ensuring that the Deadlines are met, and further acknowledges that failure to meet any particular Deadline may result in an incomplete delivery of the Program or suspension or cancellation of the Program. The Client and College Board agree and commit to providing clear and complete notice to one another in the event that any particular Deadline is jeopardized during the course of the Program.

April 5, 2017 Administration

Key Milestone	Deadline	Client Obligations
Complete Test Center Intake Form	11/11/2016	Client is responsible for compiling accurate contact information for all proposed test center locations, including designated Test Center Supervisor, and confirming Enrollment on the Test Center Intake Form provided by the College Board. Test Center Intake Forms must be complete before Test Center Master Forms are distributed to the test center locations.
Establish Test Centers	1/13/2017	The designated Test Center Supervisor at each participating school will complete a Test Center Master Form provided by the College Board and return it in accordance with the instructions on the form. This form is required to recognize the school as a Test Center for the Program and enable shipment of test materials to the Test Center. Compliance is required for all participating schools, even those who are currently registered as test centers for National SAT Administrations.
Online Registration Start Date	1/25/2017	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Bulk Registration start date	As indicated on bulk registration website	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website https://professionals.collegeboard.com/testing/bulkregistration
Application deadline for accommodations for Participants with disabilities	2/15/2017	Client will ensure timely application by all Participants requesting College Board approved accommodations in accordance with the terms outlined in Schedule I.
SAT Registration Guide distribution to Students	3/8/2017	Client shall ensure that copies of the SAT Registration Guide are distributed to all Students.
Online Registration end date	3/22/2017	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Registration end date	As indicated on bulk registration website	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website https://professionals.collegeboard.com/testing/bulkregistration .
Complete training for all Test Center Staff	3/22/2017	Client will ensure compliance with training requirements for all Test Center staff (including Test Center Supervisors, Associate Supervisors, and Proctors in accordance with the terms outlined in Schedule I.
SAT School Day Test Administration	4/5/2017	Client will ensure all personnel facilities and logistics are in place for a successful test administration in accordance with the terms outlined in Schedule 1.

4. Dedicated SAT School Day Customer Service for Educators

The College Board will provide the Client with a dedicated customer service representative with a dedicated phone number and email address for Client-specific support. Specifically the College Board will provide:

- Step-by-step assistance with College Board online tools (e.g. SAT Online Registration, SSD System, TCS Site, etc.)
- Assistance with completing required forms (e.g. Intake, CMF, AI Request Form, etc)

- Assistance with obtaining additional materials (e.g. Voucher Codes, Publications)
- Outlet for counselors to make suggestions about how to improve processes

Dates and Times of Service: **Available three months prior to primary test date** Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

5. Required Information

The Client shall furnish the College Board with: (i) a list of districts and participating high schools with their respective High School Code as prescribed in Section 6, (List of Participating Schools); incorporated by reference herein. Changes to the list of participating high schools cannot be made after the following date:

April 5, 2017 Administration – December 21, 2017

6. List of Participating Schools

Administration

SAT School Day: Spring April 2017 Administration

DISTRICT NAME	SCHOOL NAME	HIGH SCHOOL CODE
Broward County Public Schools	AMIKids - Greater Fort Lauderdale	102413
Broward County Public Schools	Atlantic Technical High School	100324
Broward County Public Schools	Blanche Ely High School	101430
Broward County Public Schools	Boyd H Anderson High School	100479
Broward County Public Schools	Broward Girls Academy	102694
Broward County Public Schools	Broward Regional Detention Center	100409
Broward County Public Schools	Broward Virtual School	100603
Broward County Public Schools	Broward Youth Treatment Center	102692
Broward County Public Schools	Charles W Flanagan High School	101424
Broward County Public Schools	Coconut Creek High School	101433
Broward County Public Schools	College Academy at Broward Community College	100343
Broward County Public Schools	Cooper City High School	100286
Broward County Public Schools	Coral Glades High School	100332
Broward County Public Schools	Coral Springs High School	100299
Broward County Public Schools	Cypress Bay High School	101842
Broward County Public Schools	Dave Thomas Education Center West	101427
Broward County Public Schools	Deerfield Beach High School	100380
Broward County Public Schools	Dillard High School	100480
Broward County Public Schools	Everglades High School	101807
Broward County Public Schools	Fort Lauderdale High School	100490
Broward County Public Schools	Hallandale High School	100636
Broward County Public Schools	Henry D Perry Education Center	100638
Broward County Public Schools	Hollywood Hills High School	100478
Broward County Public Schools	Lanier-James Education Center	100642
Broward County Public Schools	Lauderhill 6-12	102634
Broward County Public Schools	Marjory Stoneman Douglas High School	101348
Broward County Public Schools	McArthur High School	101817
Broward County Public Schools	Miramar High School	101172
Broward County Public Schools	Monarch High School	100328
Broward County Public Schools	Northeast High School	100494
Broward County Public Schools	Nova High School	100496
Broward County Public Schools	Off Campus Learning Center	102082
Broward County Public Schools	PACE Center for Girls - Broward County	102687

Broward County Public Schools	Piper High School	101646
Broward County Public Schools	Plantation High School	100497
Broward County Public Schools	Pompano Beach High School	101550
Broward County Public Schools	Pompano Youth Treatment Center	102693
Broward County Public Schools	Sheridan Technical High School	102601
Broward County Public Schools	South Broward High School	100690
Broward County Public Schools	South Plantation High School	101413
Broward County Public Schools	Stranahan High School	100498
Broward County Public Schools	Taravella J P High School	100301
Broward County Public Schools	West Broward High School	102181
Broward County Public Schools	Western High School	100476
Broward County Public Schools	Whiddon-Rogers Education Center	100482
Broward County Public Schools	Whispering Pines School	101490
Broward County Public Schools	William T McFatter Technical High School	100344

Client will be charged a fixed fee based on enrollment, regardless of how many Participants actually test. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281 no later than

April 5, 2017 Administration – March 15, 2017

Notwithstanding the foregoing, after the administration of the exam, the College Board may request from Client a verification of enrollment by participating grade. If enrollment figures provided by the Client differ from those provided herein, the College Board will adjust the fee to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a participating grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional Participants at the then-current rate per student as indicated on the College Board's website currently located at <http://professionals.collegeboard.com/testing/sat-reasoning/register/fees>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay or SAT (without essay). For clients who have chosen SAT with Student Purchased Essay, individual Participants will register and pay for the essay in advance of the registration deadline. Furthermore, there are no fee waivers granted for Participants.

**Attachment B to Schedule 1
Data License Agreement**

1. The College Board Data

- 1.1. The College Board shall provide the following data, listed in 1.1.1-1.1.4 ('College Board Data') and reports to the School Day Client
 - 1.1.1. School and Student Deliverables
 - 1.1.1.1. Students Online Score Report
 - 1.1.1.2. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
 - 1.1.1.3. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.2. District Deliverables
 - 1.1.2.1. District online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.3. State Deliverables
 - 1.1.3.1. State online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.4. For the April 5, 2017 administration, SAT question content and answer explanations will be provided in the online system, for the primary test date only.
 - 1.1.4.1. The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.
 - 1.1.4.2. The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
- 1.2. College Board Data shall be used only for the following purposes
 - 1.2.1. To enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.

2. License Grant and terms of use

- 2.1. The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.

- 2.2. The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.

3. Ownership of the Data

- 3.1. The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
- 3.2. The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.

4. Client License Grant and Terms of Use

- 4.1. The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.
- 4.2. The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

**SCHEDULE 2
PSAT 8/9 ASSESSMENT EARLY
PARTICIPATION PROGRAM FIXED
FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the following PSAT 8/9 deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools).

1. School and Student Deliverables:

- a. PSAT 8/9 test materials (test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website
- d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- f. School online access to AP Potential™ for students in 9th grade.
- g. The Official Educator Guide

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Required Information. The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools must be made no later than **one month prior to your selected administration date**. Schools without a valid six-digit College Board school code should submit requests for one as soon as possible. It is recommended that schools apply for their school code **at least a month before when they plan to order test books**.

In the event that: (i) any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under Section II (Deliverables).

III. PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT 8/9 assessment, exam booklets, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and, collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad and the publications and reports described in Section I, including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

2. **Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT 8/9 Test Booklets.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 Test Booklets for the sole purpose of administering the PSAT 8/9 assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy PSAT 8/9 Test Booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets.

5. **PSAT 8/9 Assessment Administration.** The testing period covered under this Schedule runs from September 26, 2016 to January 27, 2017. Client shall comply with the published security and administration guidelines set forth in the Official Educator Guide for the PSAT 8/9™ Assessment.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME
Broward County Public Schools	AMIKids - Greater Fort Lauderdale
Broward County Public Schools	Atlantic Technical High School
Broward County Public Schools	Blanche Ely High School
Broward County Public Schools	Boyd H Anderson High School
Broward County Public Schools	Broward Girls Academy
Florida Department of Education	Broward Regional Detention Center
Broward County Public Schools	Broward Virtual School
Broward County Public Schools	Broward Youth Treatment Center
Broward County Public Schools	Charles W Flanagan High School
Broward County Public Schools	Coconut Creek High School
Broward County Public Schools	Cooper City High School
Broward County Public Schools	Coral Glades High School
Broward County Public Schools	Coral Springs High School
Broward County Public Schools	Cypress Bay High School
Broward County Public Schools	Dave Thomas Education Center West
Broward County Public Schools	Deerfield Beach High School
Broward County Public Schools	Dillard High School
Broward County Public Schools	Everglades High School
Broward County Public Schools	Fort Lauderdale High School
Broward County Public Schools	Hallandale Adult Community Center
Broward County Public Schools	Hallandale High School
Broward County Public Schools	Hollywood Hills High School
Broward County Public Schools	Lanier-James Education Center
Broward County Public Schools	Lauderhill 6-12
Broward County Public Schools	Marjory Stoneman Douglas High School
Broward County Public Schools	McArthur High School
Broward County Public Schools	Miramar High School
Broward County Public Schools	Monarch High School
Broward County Public Schools	Northeast High School
Broward County Public Schools	Nova High School
Broward County Public Schools	Off Campus Learning Center
Broward County Public Schools	Piper High School
Broward County Public Schools	Plantation High School
Broward County Public Schools	Pompano Beach High School
Broward County Public Schools	Pompano Youth Treatment Center
Broward County Public Schools	Sheridan Technical High School
Broward County Public Schools	South Broward High School
Broward County Public Schools	South Plantation High School
Broward County Public Schools	Stranahan High School
Broward County Public Schools	Taravella J P High School
Broward County Public Schools	West Broward High School
Broward County Public Schools	Western High School
Broward County Public Schools	Whispering Pines School
Broward County Public Schools	William T McFatter Technical High School

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of the Client, and the product(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools¹ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch Percentage	Suite Pricing (All Three Assessments)	Two Assessments and/or Grades	Single Assessment and/or Grade
< 25%	\$7.00	\$8.00	\$9.25
≥ 25% and < 50%	\$6.50	\$7.50	\$8.75
≥ 50% and < 75%	\$5.50	\$7.00	\$8.50
≥ 75%	\$5.00	\$6.50	\$8.25

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT 8/9, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2016**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$10.00 per student.

No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 assessment.

3. **Unused Tests.** An unused test fee of \$4 per booklet will be charged if unused by a school is calculated to be greater than 20% of their total test books ordered. However schools that use at least 80% of the tests ordered will not incur an unused test fee. Additionally Participating Schools will not incur unused test fees for contracted grade(s); however, unused test fees will apply for all other grades.

¹ The College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

VI. CLIENT CONTACT INFORMATION

	Primary ²	Data Recipient ³	Billing ⁴	Bulk Registration (optional) ⁵
Name:	Enid Valdez	Richard Baum	Daniel Gohl	Richard Baum
Title:	Director	Director of Assessment	Chief Academic Officer	Director of Assessment
Address:	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue
City/State/Zip:	Fort Lauderdale, Florida 33301	Fort Lauderdale, Florida 33301	Fort Lauderdale, Florida 33301	Fort Lauderdale, Florida 33301
Phone:	7543218444	7543214257	(754) 321-2618	7543214257
Email:	enid.valdez@browardschools.com	richard.baum@browardschools.com	daniel.gohl@browardschools.com	richard.baum@browardschools.com

² This is the person to whom the College Board should direct primary communications.

³ This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁵ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee Without Essay - 12th Grade	October 1, 2016	September 30, 2017	3000	45	\$ 135000.00	\$ 0.00	\$ 135000.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	October 1, 2016	September 30, 2017	18251	10	\$ 182510.00	\$ 82129.50	\$ 100380.50
SAT SD Fixed-Fee Without Essay - 11th Grade	October 1, 2016	September 30, 2017	17200	45	\$ 774000.00	\$ 326800.00	\$ 447200.00

Subtotal: \$1091510.00
 Total Discount: \$408929.50
 Total Cost: \$682580.50