

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 13TH day of JULY, 2017, 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 second 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 the second renewal term.** The Agreement is hereby renewed for one (1) year beginning October 1, 2017 through September 30, 2018.

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

- a) Section 1.0 is hereby amended for the second renewal term to add the following provision:
1.2 **Services & Deliverables for the second 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 Second Amendment of**

Agreement, SAT Day Program (hereinafter “**Schedule 1**” which is attached and incorporated herein), and (2) **Schedule 2 to the Second 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 second renewal term to add the following provision:
 3.1 Fees and Payment for the second 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 Second Amendment.

- c) Section 9.0 is hereby amended for the second 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 Second Amendment to Agreement;
- b) the First Amendment to Agreement; and
- c) 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 Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR COLLEGE BOARD

(Corporate Seal)

College Entrance Examination Board

ATTEST:

, Secretary

By _____
Signature

Printed Name: _____

-or-

Title: _____

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____

Name of Person

_____ 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:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

**Schedule 1 to Second Amendment of Agreement
SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board will support the Client in administering the SAT exam during a school day. Under this Schedule, ‘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’).

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by the Client in Section IV (List of ‘Participating Schools’).

1. School and Student Deliverables:

- a. SAT test materials (test booklets)
- b. Student Online Score Report, delivered via the College Board website
- c. 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.
- d. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
- e. Materials to support test administration (copies sent to schools)

2. 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.

3. 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.

4. 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 collegeboard.org/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 ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used 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.

5. 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 submitted by the deadline as noted below. Schools without a valid six-digit College Board school code must submit a request for one by the deadline noted.

Administration Date	Deadline to submit changes	Deadline to apply for school code
March 7, 2018	February 2, 2018	January 19, 2018

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants 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 Client acknowledges that no adjustments can be made.

6. **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.
7. **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 SAT School Day Test Supervisors and Coordinators, SSD Coordinators, Associate SAT School Day Coordinators, 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 two weeks before the test administration date.**

Designated SAT School Day Test Supervisors and Coordinators are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Supervisor training and instructional materials, and may be required to complete SAT School Day 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 participating school where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**
9. **SAT School Day Customer Service for Educators:**
The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:
 - Step-by-step assistance with College Board online tools (SSD System)
 - Assistance with completing required forms (AI Request Form)
 - Assistance with obtaining additional materials (Publications)
 - Feedback mechanism for counselors

Standard hours of operation: 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>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

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.

SAT Data License

2. **SAT Data and Reporting.** For the April 10, 2018 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 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

above-mentioned purposes. School District acknowledges 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.

- 2.2 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.
- 2.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.

3. The College Board License Grant and Terms of Use:

- 3.1 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.
- 3.2 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.

4. Ownership of the Data:

- 4.1 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).
- 4.2 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.

5. Client License Grant and Terms of Use:

- 5.1 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.
- 5.2 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.

SAT Administration

6. SAT Test Dates and Participating Grade. The Client has agreed to administer the SAT to following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 07, 2018	March 21, 2018

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 24, 2018 Primary Test Date.

In addition, the client acknowledges that Participating Schools may administer the SAT to their grade 12 cohort on the Primary and Makeup Test Dates noted below. Client also acknowledges that the grade 12 cohort is not covered under this agreement. The Participating Schools are responsible for the all applicable SAT test fees for this grade cohort. The retail price for SAT without Essay is \$46.00 and for SAT with Essay is \$60.00. If Fee Reduction Waivers are used, the unit price for SAT without Essay is \$8.00 and for SAT with Essay is \$15.00.

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	March 07, 2018	March 21, 2018

7. Administering the SAT. The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Supervisor Manual and SAT School Day Test 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 SAT School Day 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, when available, 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. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Broward County Public Schools	AMIKids - Greater Fort Lauderdale	102413	SAT School Day: March 7, 2018
Broward County Public Schools	Atlantic Technical High School	100324	SAT School Day: March 7, 2018
Broward County Public Schools	Blanche Ely High School	101430	SAT School Day: March 7, 2018
Broward County Public Schools	Boyd H Anderson High School	100479	SAT School Day: March 7, 2018
Broward County Public Schools	Broward Regional Detention Center	100409	SAT School Day: March 7, 2018
Broward County Public Schools	Broward Virtual School	100603	SAT School Day: March 7, 2018
Broward County Public Schools	Broward Youth Treatment Center	102692	SAT School Day: March 7, 2018
Broward County Public Schools	Charles W Flanagan High School	101424	SAT School Day: March 7, 2018
Broward County Public Schools	Coconut Creek High School	101433	SAT School Day: March 7, 2018
Broward County Public Schools	College Academy at Broward Community College	100343	SAT School Day: March 7, 2018
Broward County Public Schools	Cooper City High School	100286	SAT School Day: March 7, 2018
Broward County Public Schools	Coral Glades High School	100332	SAT School Day: March 7, 2018
Broward County Public Schools	Coral Springs High School	100299	SAT School Day: March 7, 2018
Broward County Public Schools	Cypress Bay High School	101842	SAT School Day: March 7, 2018
Broward County Public Schools	Dave Thomas Education Center West	101427	SAT School Day: March 7, 2018
Broward County Public Schools	Deerfield Beach High School	100380	SAT School Day: March 7, 2018
Broward County Public Schools	Dillard High School	100480	SAT School Day: March 7, 2018
Broward County Public Schools	Everglades High School	101807	SAT School Day: March 7, 2018
Broward County Public Schools	Fort Lauderdale High School	100490	SAT School Day: March 7, 2018
Broward County Public Schools	Hallandale High School	100636	SAT School Day: March 7, 2018
Broward County Public Schools	Henry D Perry Education Center	100638	SAT School Day: March 7, 2018

Broward County Public Schools	Hollywood Hills High School	100478	SAT School Day: March 7, 2018
Broward County Public Schools	J P Taravella High School	100301	SAT School Day: March 7, 2018
Broward County Public Schools	Lanier-James Education Center	100642	SAT School Day: March 7, 2018
Broward County Public Schools	Lauderhill 6-12	102634	SAT School Day: March 7, 2018
Broward County Public Schools	Marjory Stoneman Douglas High School	101348	SAT School Day: March 7, 2018
Broward County Public Schools	McArthur High School	101817	SAT School Day: March 7, 2018
Broward County Public Schools	Miramar High School	101172	SAT School Day: March 7, 2018
Broward County Public Schools	Monarch High School	100328	SAT School Day: March 7, 2018
Broward County Public Schools	Northeast High School	100494	SAT School Day: March 7, 2018
Broward County Public Schools	Nova High School	100496	SAT School Day: March 7, 2018
Broward County Public Schools	Off Campus Learning Centers	102082	SAT School Day: March 7, 2018
Broward County Public Schools	PACE Center for Girls - Broward County	102687	SAT School Day: March 7, 2018
Broward County Public Schools	Pine Ridge Alternative Center	100461	SAT School Day: March 7, 2018
Broward County Public Schools	Piper High School	101646	SAT School Day: March 7, 2018
Broward County Public Schools	Plantation High School	100497	SAT School Day: March 7, 2018
Broward County Public Schools	Pompano Beach Institute of International Studies	101550	SAT School Day: March 7, 2018
Broward County Public Schools	Pompano Youth Treatment Center	102693	SAT School Day: March 7, 2018
Broward County Public Schools	Seagull Alternative High School	100503	SAT School Day: March 7, 2018
Broward County Public Schools	Sheridan Technical High School	102601	SAT School Day: March 7, 2018
Broward County Public Schools	South Broward High School	100690	SAT School Day: March 7, 2018
Broward County Public Schools	South Plantation High School	101413	SAT School Day: March 7, 2018
Broward County Public Schools	Stranahan High School	100498	SAT School Day: March 7, 2018
Broward County Public Schools	West Broward High School	102181	SAT School Day: March 7, 2018
Broward County Public Schools	Western High School	100476	SAT School Day: March 7, 2018
Broward County Public Schools	Whiddon-Rogers Education Center	100482	SAT School Day: March 7, 2018
Broward County Public Schools	Whispering Pines School	101490	SAT School Day: March 7, 2018
Broward County Public Schools	William T McFatter Technical High School	100344	SAT School Day: March 7, 2018

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official

Free and Reduced Price Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments
	SAT Without Essay
≥50% and <75%	\$27.00

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust enrollment as follows:

Administration Date	Deadline to submit updated enrollment
March 7, 2018	February 9, 2018

2. Changes to Enrollment. If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), 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: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

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 then-current rate per student as indicated on the College Board’s website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

3. Restrictions. No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay. If the Client has chosen SAT (without Essay) and its participating schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option the Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there are no test fee waivers granted for Participants.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Richard Baum	Richard Baum	Richard Baum	Richard Baum
Title:	Director of Assessment	Director of Assessment	Director of Assessment	Director of Assessment
Address:	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue

¹ This is the person to whom the College Board should direct primary communications.

² 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.

³ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ 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.

City/State/Zip:	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL33301
Phone:	7543214257	7543214257	7543214257	7543214257
Email:	richard.baum@browa rdschools.com	richard.baum@browar dschools.com	richard.baum@browar dschools.com	richard.baum@browa rdschools.com

Schedule 2 to Second Amendment of Agreement

**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, as indicated on the budget schedule or elsewhere in this Schedule ('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. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT 8/9 Supervisor Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

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 Client's selected administration date**. Schools without a valid six-digit College Board school code must submit requests for one soon as possible. It is recommended that schools apply for their school code at **least one month before 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 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 25, 2017 to January 26, 2018**. Client shall comply with the published security and administration guidelines set forth in the PSAT 8/9 Supervisor Manual and Educator Guide.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE
Broward County Public Schools	Crystal Lake Middle School	109484
Broward County Public Schools	Pompano Beach Middle School	109487
Broward County Public Schools	Margate Middle School	
Broward County Public Schools	Silver Lakes Middle School	
Broward County Public Schools	Bair Middle School	
Broward County Public Schools	Plantation Middle School	
Broward County Public Schools	West Broward High School	102181
Broward County Public Schools	Attucks Middle School	109482
Broward County Public Schools	Apollo Middle School	109473
Broward County Public Schools	Deerfield Beach Middle School	109510
Broward County Public Schools	Falcon Cove Middle School	109214
Broward County Public Schools	Driftwood Middle School	

Broward County Public Schools	Coral Springs Middle School	109505
Broward County Public Schools	Henry D Perry Middle School	
Broward County Public Schools	Forest Glen Middle School	109481
Broward County Public Schools	Indian Ridge Middle School	109348
Broward County Public Schools	Glades Middle School	109479
Broward County Public Schools	New Renaissance Middle School	109210
Broward County Public Schools	New River Middle School	109508
Broward County Public Schools	Mcnicol Middle School	
Broward County Public Schools	Lyons Creek Middle School	
Broward County Public Schools	Lauderdale Lakes Middle School	109154
Broward County Public Schools	Lauderhill 6-12	102634
Broward County Public Schools	Millennium Middle School	109200
Broward County Public Schools	Parkway Middle School	109483
Broward County Public Schools	Ramblewood Middle School	109504
Broward County Public Schools	Nova Middle School	
Broward County Public Schools	Pines Middle School	
Broward County Public Schools	Pioneer Middle School	109503
Broward County Public Schools	Sawgrass Springs Middle School	109467
Broward County Public Schools	Seminole Middle School	109507
Broward County Public Schools	Walter C Young Middle School	109208
Broward County Public Schools	Westglades Middle School	
Broward County Public Schools	Westpine Middle School	109509
Broward County Public Schools	William Dandy Middle School	109489
Broward County Public Schools	Silver Trail Middle School	109209

Broward County Public Schools	Sunrise Middle School	
Broward County Public Schools	Gulf Stream Middle School	
Broward County Public Schools	Beachside Montessori Village	109206
Broward County Public Schools	PACE Center for Girls - Broward County	102687
Broward County Public Schools	Sheridan Technical High School	102601
Broward County Public Schools	McArthur High School	101817
Broward County Public Schools	Stranahan High School	100498
Broward County Public Schools	Coconut Creek High School	101433
Broward County Public Schools	South Plantation High School	101413
Broward County Public Schools	Nova High School	100496
Broward County Public Schools	J P Taravella High School	100301
Broward County Public Schools	William T McFatter Technical High School	100344
Broward County Public Schools	Miramar High School	101172
Broward County Public Schools	Charles W Flanagan High School	101424
Broward County Public Schools	Fort Lauderdale High School	100490
Broward County Public Schools	Plantation High School	100497
Broward County Public Schools	Pompano Beach Institute of International Studies	101550
Broward County Public Schools	Hollywood Hills High School	100478
Broward County Public Schools	Northeast High School	100494
Broward County Public Schools	Marjory Stoneman Douglas High School	101348
Broward County Public Schools	Blanche Ely High School	101430
Broward County Public Schools	Coral Springs High School	100299
Broward County Public Schools	South Broward High School	100690
Broward County Public Schools	Deerfield Beach High School	100380

Broward County Public Schools	Boyd H Anderson High School	100479
Broward County Public Schools	Hallandale High School	100636
Broward County Public Schools	Western High School	100476
Broward County Public Schools	Piper High School	101646
Broward County Public Schools	Cypress Bay High School	101842
Broward County Public Schools	Cooper City High School	100286
Broward County Public Schools	Seagull Alternative High School	100503
Broward County Public Schools	Whiddon-Rogers Education Center	100482
Broward County Public Schools	Henry D Perry Education Center	100638
Broward County Public Schools	Dave Thomas Education Center West	101427
Broward County Public Schools	Atlantic Technical High School	100324
Broward County Public Schools	Monarch High School	100328
Broward County Public Schools	Broward Virtual School	100603
Broward County Public Schools	Everglades High School	101807
Broward County Public Schools	Olsen Middle School	109502
Broward County Public Schools	Coral Glades High School	100332
Broward County Public Schools	Tequesta Trace Middle School	109283
Broward County Public Schools	James S Rickards Middle School	109486
Broward County Public Schools	Annabel C Perry Elementary K-8	
Broward County Public Schools	Coral Springs Pre K-8	
Broward County Public Schools	AMIKids - Greater Fort Lauderdale	102413
Broward County Public Schools	Dillard High School	100480
Broward County Public Schools	North Lauderdale Pre K-8	109491
Broward County Public Schools	Lanier-James Education Center	100642

Broward County Public Schools	Off Campus Learning Centers	102082
Broward County Public Schools	Broward Youth Treatment Center	102692
Broward County Public Schools	Pompano Youth Treatment Center	102693

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 schools⁵ 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 (FRPL) Percentage	PSAT 8/9 and two other Suite assessments
≥ 50% and < 75%	\$6.00

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, 2017**.

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.

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

4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s).

⁵ 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 ⁶	Data Recipient ⁷	Billing ⁸	Bulk Registration (optional) ⁹
Name:	Richard Baum	Richard Baum	Richard Baum	Richard Baum
Title:	Director of Assessment	Director of Assessment	Director of Assessment	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, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL33301
Phone:	7543214257	7543214257	7543214257	7543214257
Email:	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com

⁶ This is the person to whom the College Board should direct primary communications.

⁷ 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.

⁸ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁹ 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 - 11th Grade	July 1, 2017	June 30, 2018	18,565	\$ 46.00	\$ 853,990.00	\$ 352,735.00	\$ 501,255.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2017	June 30, 2018	5,000	\$ 10.00	\$ 50,000.00	\$ 20,000.00	\$ 30,000.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2017	June 30, 2018	18,284	\$ 10.00	\$ 182,840.00	\$ 73,136.00	\$ 109,704.00

Subtotal: \$ 108,6830.00

Total Discount: \$ 445,871.00

Total Cost: \$ 640,959.00