

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00022599**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (the "Agreement"), is made as of this **October 1, 2018** ("Effective Date"), by and between The School Board of Broward County, Florida ("Client" or "SBBC") and the College Entrance Examination Board (the "College Board").

**WHEREAS**, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services & Deliverables.** The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of **August 1, 2018** and, unless sooner terminated as provided herein, will expire on August 30, 2020 ("Initial Term") and may upon the approval of both parties, in writing in the form of an amendment to this Agreement, be renewable for one (1) additional two (2) year periods, and if needed one hundred eighty days (180) beyond the expiration date of the renewal period. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall: (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

**2.2.3 Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2018-2019 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is

exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

## **5.0 Representations and Warranties.**

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SBBC AND ITS BOARD MEMBERS, EMPLOYEES, AGENTS AND THE SBBC'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO COLLEGE BOARD AND ANYONE CLAIMING BY, THROUGH OR UNDER COLLEGE BOARD, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY SBBC PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT, SHALL NOT EXCEED THE LIMITS REFERENCED IN SECTION 768.28, FLORIDA STATUTES.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** Notwithstanding any other provision of this Agreement, up to the limits of Section 768.28, Florida Statutes, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof,

all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## 9.0 Miscellaneous.

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Florida without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall exclusively be determined by a court of competent jurisdiction in Broward County, State of Florida (or the Southern District of Florida), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:	With a copy to	To Client:	To Client:
K-12 Contract Management	Legal Department	Robert Runcie Superintendent	Richard Baum Director, Student Assessment & Research
The College Board	The College Board	The School Board of Broward County, Florida	The School Board of Broward County, Florida
250 Vesey Street	250 Vesey Street	600 S.E. Third Avenue	600 S.E. Third Avenue
New York, NY 10281	New York, NY 10281	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301
Tel: (212) 713-8000	Tel: (212) 713-8000	Tel: (754) 321-2600	Tel: (754) 321-2518
Contractsmanagement@collegeboard.org	Legalnotice@collegeboard.org		

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart

of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

**9.14 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**9.15 No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**9.16 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify Client of any funds erroneously received from Client upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to Client.

**9.17 Public Records.** Any party contracting with CLIENT is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that CLIENT would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to CLIENT, all public records in that party's possession upon termination of its Agreement with CLIENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to CLIENT in a format that is compatible with CLIENT's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**9.18 Disclosure of Education Records by Client to College Board.**

(a) Client's education records shall be disclosed to College Board for purposes stated below:

1. To register students for the SAT (Bulk Registration).
2. To deliver reports to Client after the SAT.

(b) Client will provide College Board with the following education records:

1. School AI Code
2. First and Last Name
3. Date of Birth
4. Sex
5. Grade Level
6. Mailing Address
7. School ID

- (c)
1. For the Bulk Registration process, College Board is considered a "school official." Client may disclose education records to College Board without the prior written consent of parents or students age 18 or over, pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1)(B).
  2. For College Board to deliver reports to the Client after the SAT, Client may disclose education records without the prior written consent of parents or students age 18 or over pursuant to the FERPA "studies" exception to consent, 34 CFR Part 99.3 (a)(6). See Section 9.19, Studies Conducted for Client, for additional requirements.

- (d) Client acknowledges that the College Board shall use the data it receives from students on the answer sheets in connection with the assessments and derived from the assessments under this Agreement in accordance with Exhibit A, attached hereto and incorporated by this reference. Client further acknowledges that data College Board has received from students in connection with other assessments which are not part of this Agreement or which has otherwise been provided directly to the College Board outside of this Agreement is not subject to the terms and conditions of this Agreement.

**9.19 College Board Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, College Board shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) In accordance with the provisions of this Agreement, College Board shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

#### **9.20 Studies Conducted for Client.**

Under the terms of this Agreement, College Board will be conducting studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the study/studies are described as follows: to assist school staff understanding of instructional needs of students to improve student performance.

SBBC may disclose personally identifiable information from an education record of a student to College Board in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to College Board is described as follows: student demographic information. College Board shall conduct the study in a manner that does not permit personal identification of parents and students by individuals other than the representatives of College Board that have legitimate interests in the information. The study shall commence on October 10, 2018 and conclude on September 2, 2019. College Board agrees that it shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted. College Board acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement. College Board shall submit all educational research to SBBC's Institutional Review Board ("IRB") for review and prior approval. College Board shall comply with all of the requirements of the IRB.

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(Corporate Seal)

**The School Board of Broward County, Florida**

ATTEST:

By \_\_\_\_\_

Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathryn Jacques-Adams, Esq.  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: College Entrance Examination Board -  
Contract # CB-00022599  
Date: 2018.09.07 14:10:39 -04'00'

\_\_\_\_\_  
Office of the General Counsel

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COLLEGE ENTRANCE EXAMINATION  
BOARD

  
Signature

Trevor Packer  
Name

Senior Vice President, AP & Instruction  
Title

9/7/18  
Date

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**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 9<sup>th</sup> grade.
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT 8/9 Coordinator 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 should apply for their school code at least six weeks 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 school codes, then such schools shall not be covered under this Agreement (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), and (iii) if school(s) do not timely obtain a six-digit College Board school code, then client shall be reimbursed for each student associated with that school(s).

**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. **PSAT 8/9 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.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2018 and March 2019, and its second testing date in April 2019. The Client has agreed to administer the PSAT 8/9 to the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines set forth in the PSAT 8/9 Coordinator Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Broward County Public Schools	Annabel C Perry Elementary K-8		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Apollo Middle School	109473	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Atlantic Technical High School	100324	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Attucks Middle School	109482	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Bair Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Beachside Montessori Village	109206	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Blanche Ely High School	101430	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Boyd H Anderson High School	100479	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Broward Virtual School	100603	8, 9	Sep 24, 2018 - Jan 25, 2019

Broward County Public Schools	Broward Youth Treatment Center	102692	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Charles W Flanagan High School	101424	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Coconut Creek High School	101433	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Cooper City High School	100286	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Coral Glades High School	100332	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Coral Springs High School	100299	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Coral Springs Middle School	109505	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Coral Springs Pre K-8		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Cross Creek School	100849	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Crystal Lake Middle School	109484	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Cypress Bay High School	101842	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Cypress Run Education Center	101874	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Deerfield Beach High School	100380	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Deerfield Beach Middle School	109510	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Dillard High School	100480	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Driftwood Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Everglades High School	101807	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Falcon Cove Middle School	109214	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Forest Glen Middle School	109481	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Fort Lauderdale High School	100490	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Glades Middle School	109479	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Gulf Stream Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Hallandale High School	100636	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Henry D Perry Education Center	100638	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Hollywood Hills High School	100478	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Indian Ridge Middle School	109348	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	J P Taravella High School	100301	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	James S Rickards Middle School	109486	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Lanier-James Education Center	100642	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Lauderdale Lakes Middle School	109154	8, 9	Sep 24, 2018 - Jan 25, 2019

Broward County Public Schools	Lauderhill 6-12	102634	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Lyons Creek Middle School	109522	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Margate Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Marjory Stoneman Douglas High School	101348	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	McArthur High School	101817	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Mcnicol Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Millennium 6-12 Collegiate Academy	102575	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Miramar High School	101172	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Monarch High School	100328	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	New Renaissance Middle School	109210	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	New River Middle School	109508	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	North Lauderdale Pre K-8	109491	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Northeast High School	100494	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Nova High School	100496	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Nova Middle School	109516	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Olsen Middle School	109502	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	PACE Center for Girls - Broward County	102687	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Parkway Middle School	109483	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Pines Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Pioneer Middle School	109503	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Piper High School	101646	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Plantation High School	100497	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Plantation Middle School	109513	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Pompano Beach Institute of International Studies	101550	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Pompano Beach Middle School	109487	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Pompano Youth Treatment Center	102693	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Ramblewood Middle School	109504	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Sawgrass Springs Middle School	109467	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Seminole Middle School	109507	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Sheridan Technical High School	102601	8, 9	Sep 24, 2018 - Jan 25, 2019

Broward County Public Schools	Silver Lakes Middle School	109519	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Silver Trail Middle School	109209	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	South Broward High School	100690	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	South Plantation High School	101413	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Stranahan High School	100498	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Sunrise Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Tequesta Trace Middle School	109283	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Walter C Young Middle School	109208	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	West Broward High School	102181	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Western High School	100476	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Westglades Middle School		8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	Westpine Middle School	109509	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	William Dandy Middle School	109489	8, 9	Sep 24, 2018 - Jan 25, 2019
Broward County Public Schools	William T McFatter Technical High School	100344	8, 9	Sep 24, 2018 - Jan 25, 2019

## 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 schools<sup>1</sup> 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. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT 8/9 and two other Suite assessments	PSAT 8/9 and one other Suite assessment <u>OR</u> PSAT 8/9 and more than one grade tested
≥ 0% and <50%	\$8.00	\$8.50
≥ 50% and < 75%	\$7.00	\$8.00
≥ 75%	\$6.00	\$7.00

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.

<sup>1</sup> 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.

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, via email (preferred method) to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2018**.

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 \$11.00 per student.

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

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
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, FL 33301
Phone:	(754)-321-4257	(754)-321-4257	(754)-321-4257	(754)-321-4257
Email:	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>

<sup>1</sup> This is the person to whom the College Board should direct primary communications.

<sup>2</sup> 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.

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

<sup>4</sup> 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.

**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'). The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

**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. 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.
- 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](http://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.

Administration Date	Deadline to submit changes
March 6, 2019	February 1, 2019

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. **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 Coordinators, SSD Coordinators, Proctors, and 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 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 Coordinator 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.

7. **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.**

#### 8. **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 9, 2019 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 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.

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 the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 06, 2019	April 09, 2019

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 23, 2019 Primary Test Date.

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 Coordinator Manual and SAT School Day Test Coordinator 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 Coordinator 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
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Broward County Public Schools	AMIKids - Greater Fort Lauderdale	102413	SAT School Day: March 6, 2019
Broward County Public Schools	Atlantic Technical High School	100324	SAT School Day: March 6, 2019
Broward County Public Schools	Blanche Ely High School	101430	SAT School Day: March 6, 2019
Broward County Public Schools	Boyd H Anderson High School	100479	SAT School Day: March 6, 2019
Broward County Public Schools	Broward Regional Detention Center	100409	SAT School Day: March 6, 2019
Broward County Public Schools	Broward Virtual School	100603	SAT School Day: March 6, 2019
Broward County Public Schools	Broward Youth Treatment Center	102692	SAT School Day: March 6, 2019
Broward County Public Schools	Charles W Flanagan High School	101424	SAT School Day: March 6, 2019
Broward County Public Schools	Coconut Creek High School	101433	SAT School Day: March 6, 2019
Broward County Public Schools	College Academy at Broward Community College	100343	SAT School Day: March 6, 2019
Broward County Public Schools	Cooper City High School	100286	SAT School Day: March 6, 2019
Broward County Public Schools	Coral Glades High School	100332	SAT School Day: March 6, 2019
Broward County Public Schools	Coral Springs High School	100299	SAT School Day: March 6, 2019
Broward County Public Schools	Cypress Bay High School	101842	SAT School Day: March 6, 2019
Broward County Public Schools	Cypress Run Education Center	101874	SAT School Day: March 6, 2019
Broward County Public Schools	Dave Thomas Education Center West	101427	SAT School Day: March 6, 2019
Broward County Public Schools	Deerfield Beach High School	100380	SAT School Day: March 6, 2019
Broward County Public Schools	Dillard High School	100480	SAT School Day: March 6, 2019
Broward County Public Schools	Everglades High School	101807	SAT School Day: March 6, 2019
Broward County Public Schools	Fort Lauderdale High School	100490	SAT School Day: March 6, 2019
Broward County Public Schools	Hallandale High School	100636	SAT School Day: March 6, 2019
Broward County Public Schools	Henry D Perry Education Center	100638	SAT School Day: March 6, 2019
Broward County Public Schools	Hollywood Hills High School	100478	SAT School Day: March 6, 2019
Broward County Public Schools	J P Taravella High School	100301	SAT School Day: March 6, 2019
Broward County Public Schools	Lanier-James Education Center	100642	SAT School Day: March 6, 2019
Broward County Public Schools	Lauderhill 6-12	102634	SAT School Day: March 6, 2019
Broward County Public Schools	Marjory Stoneman Douglas High School	101348	SAT School Day: March 6, 2019
Broward County Public Schools	McArthur High School	101817	SAT School Day: March 6, 2019
Broward County Public Schools	Miramar High School	101172	SAT School Day: March 6, 2019
Broward County Public Schools	Monarch High School	100328	SAT School Day: March 6, 2019

Broward County Public Schools	Northeast High School	100494	SAT School Day: March 6, 2019
Broward County Public Schools	Nova High School	100496	SAT School Day: March 6, 2019
Broward County Public Schools	PACE Center for Girls - Broward County	102687	SAT School Day: March 6, 2019
Broward County Public Schools	Piper High School	101646	SAT School Day: March 6, 2019
Broward County Public Schools	Plantation High School	100497	SAT School Day: March 6, 2019
Broward County Public Schools	Pompano Beach Institute of International Studies	101550	SAT School Day: March 6, 2019
Broward County Public Schools	Pompano Youth Treatment Center	102693	SAT School Day: March 6, 2019
Broward County Public Schools	Seagull Alternative High School	100503	SAT School Day: March 6, 2019
Broward County Public Schools	Sheridan Technical High School	102601	SAT School Day: March 6, 2019
Broward County Public Schools	South Broward High School	100690	SAT School Day: March 6, 2019
Broward County Public Schools	South Plantation High School	101413	SAT School Day: March 6, 2019
Broward County Public Schools	Stranahan High School	100498	SAT School Day: March 6, 2019
Broward County Public Schools	West Broward High School	102181	SAT School Day: March 6, 2019
Broward County Public Schools	Western High School	100476	SAT School Day: March 6, 2019
Broward County Public Schools	Whiddon-Rogers Education Center	100482	SAT School Day: March 6, 2019
Broward County Public Schools	Whispering Pines School	101490	SAT School Day: March 6, 2019
Broward County Public Schools	William T McFatter Technical High School	100344	SAT School Day: March 6, 2019

## V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

- 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. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments		SAT and one other Suite assessment <u>OR</u> SAT and more than one grade tested	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$42.00	\$31.00	\$45.50	\$34.00
≥50% and <75%	\$38.00	\$28.00	\$43.50	\$33.00
≥75%	\$34.00	\$25.00	\$41.50	\$31.00

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 6, 2019	February 1, 2019

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, via email (preferred method) to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) or mail to: PSAT/SAT Assessments, 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 is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
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, FL 33301
Phone:	(754)-321-4257	(754)-321-4257	(754)-321-4257	(754)-321-4257
Email:	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>	<a href="mailto:richard.baum@browardschools.com">richard.baum@browardschools.com</a>

## SAT SCHOOL DAY PROGRAM CENTRAL BILL 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. Under this schedule the financial obligation

<sup>1</sup> This is the person to whom the College Board should direct primary communications.

<sup>2</sup> 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.

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

<sup>4</sup> 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.

is shifted from the Participating Schools to the Client which may result in greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

## 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. 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.

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](http://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).

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 should apply for their school code at least six weeks prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
March 6, 2019	February 1, 2019

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. **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 Coordinators, SSD Coordinators, Proctors, and 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 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 Coordinator 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.

7. **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.

8. **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 9, 2019 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 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.

- 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 pay for all related costs to administer the SAT to the following Participating Grade(s) noted below on the Primary and Makeup Test Dates for all Participants:

Participating Grade(s)	Primary Test Date	Makeup Test Date
12 <sup>th</sup>	3/6/2019	4/9/2019

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 23, 2019 Primary Test Date.

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 Coordinator Manual and SAT School Day Test Coordinator 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 Coordinator 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. 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 6, 2019
Broward County Public Schools	Atlantic Technical High School	100324	SAT School Day: March 6, 2019
Broward County Public Schools	Blanche Ely High School	101430	SAT School Day: March 6, 2019
Broward County Public Schools	Boyd H Anderson High School	100479	SAT School Day: March 6, 2019
Broward County Public Schools	Broward Regional Detention Center	100409	SAT School Day: March 6, 2019
Broward County Public Schools	Broward Virtual School	100603	SAT School Day: March 6, 2019
Broward County Public Schools	Broward Youth Treatment Center	102692	SAT School Day: March 6, 2019
Broward County Public Schools	Charles W Flanagan High School	101424	SAT School Day: March 6, 2019
Broward County Public Schools	Coconut Creek High School	101433	SAT School Day: March 6, 2019
Broward County Public Schools	College Academy at Broward Community College	100343	SAT School Day: March 6, 2019
Broward County Public Schools	Cooper City High School	100286	SAT School Day: March 6, 2019
Broward County Public Schools	Coral Glades High School	100332	SAT School Day: March 6, 2019
Broward County Public Schools	Coral Springs High School	100299	SAT School Day: March 6, 2019
Broward County Public Schools	Cypress Bay High School	101842	SAT School Day: March 6, 2019
Broward County Public Schools	Cypress Run Education Center	101874	SAT School Day: March 6, 2019
Broward County Public Schools	Dave Thomas Education Center West	101427	SAT School Day: March 6, 2019
Broward County Public Schools	Deerfield Beach High School	100380	SAT School Day: March 6, 2019
Broward County Public Schools	Dillard High School	100480	SAT School Day: March 6, 2019
Broward County Public Schools	Everglades High School	101807	SAT School Day: March 6, 2019
Broward County Public Schools	Fort Lauderdale High School	100490	SAT School Day: March 6, 2019
Broward County Public Schools	Hallandale High School	100636	SAT School Day: March 6, 2019
Broward County Public Schools	Henry D Perry Education Center	100638	SAT School Day: March 6, 2019
Broward County Public Schools	Hollywood Hills High School	100478	SAT School Day: March 6, 2019
Broward County Public Schools	J P Taravella High School	100301	SAT School Day: March 6, 2019
Broward County Public Schools	Lanier-James Education Center	100642	SAT School Day: March 6, 2019
Broward County Public Schools	Lauderhill 6-12	102634	SAT School Day: March 6, 2019
Broward County Public Schools	Marjory Stoneman Douglas High School	101348	SAT School Day: March 6, 2019
Broward County Public Schools	McArthur High School	101817	SAT School Day: March 6, 2019

Broward County Public Schools	Miramar High School	101172	SAT School Day: March 6, 2019
Broward County Public Schools	Monarch High School	100328	SAT School Day: March 6, 2019
Broward County Public Schools	Northeast High School	100494	SAT School Day: March 6, 2019
Broward County Public Schools	Nova High School	100496	SAT School Day: March 6, 2019
Broward County Public Schools	PACE Center for Girls - Broward County	102687	SAT School Day: March 6, 2019
Broward County Public Schools	Piper High School	101646	SAT School Day: March 6, 2019
Broward County Public Schools	Plantation High School	100497	SAT School Day: March 6, 2019
Broward County Public Schools	Pompano Beach Institute of International Studies	101550	SAT School Day: March 6, 2019
Broward County Public Schools	Pompano Youth Treatment Center	102693	SAT School Day: March 6, 2019
Broward County Public Schools	Seagull Alternative High School	100503	SAT School Day: March 6, 2019
Broward County Public Schools	Sheridan Technical High School	102601	SAT School Day: March 6, 2019
Broward County Public Schools	South Broward High School	100690	SAT School Day: March 6, 2019
Broward County Public Schools	South Plantation High School	101413	SAT School Day: March 6, 2019
Broward County Public Schools	Stranahan High School	100498	SAT School Day: March 6, 2019
Broward County Public Schools	West Broward High School	102181	SAT School Day: March 6, 2019
Broward County Public Schools	Western High School	100476	SAT School Day: March 6, 2019
Broward County Public Schools	Whiddon-Rogers Education Center	100482	SAT School Day: March 6, 2019
Broward County Public Schools	Whispering Pines School	101490	SAT School Day: March 6, 2019
Broward County Public Schools	William T McFatter Technical High School	100344	SAT School Day: March 6, 2019

## V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

**1. Fees and Payment.** The Client agrees to pay the College Board \$64.50 for SAT with Essay or \$47.50 for SAT (without Essay) for each Participant tested under this Schedule who does not qualify for fee reduction benefits. The Client agrees to pay the College Board \$15 for SAT with Essay or \$8 for SAT (without Essay) for each Participant tested under this Schedule who qualifies for fee reduction benefits.

**2. 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.

**VI. CLIENT CONTACT INFORMATION**

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
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, FL 33301
Phone:	(754)-321-4257	(754)-321-4257	(754)-321-4257	(754)-321-4257
Email:	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com

<sup>1</sup> This is the person to whom the College Board should direct primary communications.

<sup>2</sup> 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.

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

<sup>4</sup> 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.

**Exhibit A**

Notwithstanding anything to the contrary contained in the Contract by and between the College Board and Client, Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT® examinations for the purposes of students' college and career readiness by utilizing the services available to students.

**I. College Board's Use of Student Data**

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below. College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.
- b. Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if the student opts into participate in such programs. To the extent such affirmative written consent has been legally obtained, College Board may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers. As part of the explanation of the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining how the PII will be licensed.
- c. **Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:**
  - (i) **College and University Electronic Score Reports and Paper Score Reports:** Students can select to send their scores to colleges, when they register for the SAT exam, when they take the test, or after they receive their scores. Through 'score choice,' students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
  - (ii) **SAT Trend Reports:** College and universities can see reports containing only de-identified data on trends of students who send scores to their schools.
- d. **Score Reporting to States, Schools and Districts:**
  - (i) **K12 Reporting Portal:** An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.
  - (ii) **Integrated Summary Reporting:** Aggregate Data reporting from across SAT, PSAT Suite (PSAT 8/9, PSAT 10 and PSAT/NMSQT).
  - (iii) Schools and districts can receive test-taking rosters, of their students through an online portal.
- e. **Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential, consistent with all applicable laws.**
  - (i) **Access to Opportunity (A2O):** College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources, including college application fee waivers, designed to address barriers they may face in the path to college access.
  - (ii) **Realize Your College Potential:** Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.
  - (iii) **State Scholarship Feeds/Data:** State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.

(iv) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars): Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.

(v) Enhancing and Customizing Student Practice: Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.

f. SAT Score Reporting to Students: Paper and online reports are delivered to students after each administration of the SAT.

g. SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.

h. Research College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.

### 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, 2018	June 30, 2019	17995	\$47.50	\$854,762.50	\$350,902.50	\$503,860.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2018	June 30, 2019	16109	\$11.00	\$177,199.00	\$64,436.00	\$112,763.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2019	June 30, 2020	15813	\$12.00	\$189,756.00	\$79,065.00	\$110,691.00
SAT SD Central Bill Without Essay - 12th Grade	July 1, 2019	June 30, 2020	3000	\$47.50	\$142,500.00	\$0.00	\$142,500.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2018	June 30, 2019	15813	\$11.00	\$173,943.00	\$63,252.00	\$110,691.00
SAT SD Fixed-Fee Without Essay - 11th Grade	July 1, 2019	June 30, 2020	17995	\$50.00	\$899,750.00	\$395,890.00	\$503,860.00
SAT SD Central Bill Without Essay - 12th Grade	July 1, 2018	June 30, 2019	3000	\$47.50	\$142,500.00	\$0.00	\$142,500.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2019	June 30, 2020	16109	\$12.00	\$193,308.00	\$80,545.00	\$112,763.00

Subtotal: \$2,773,718.50

Total Discount: \$1,034,090.50

**Total Cost: \$1,739,628.00**