


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

September 12, 2018

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *Robert W. Runcie* 
Superintendent of Schools

SUBJECT: **REVISION TO EE-5, RECOMMENDATION TO APPROVE AGREEMENT
– 59-038N – SAT AND PSAT SCHOOLS DAYS WITH COLLEGE BOARD,
FOR THE SEPTEMBER 18, 2018, REGULAR SCHOOL BOARD
MEETING**

A revision was made to EE-5, Recommendation to Approve Agreement – 59-038N – SAT and PSAT Schools Days with College Board, for the September 18, Regular School Board Meeting.

Exhibits:

- Revised page 1 of Agreement
- Revised page number for Exhibit SAT_PSAT Presentation for CCHS

RWR/MLW/MCC:bm

Attachments

cc: Senior Leadership Team



**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~~ **October 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

Student Score Report

CollegeBoard


PSAT™ 8/9 Your Score Report

Your Evidence-Based
Reading and Writing Score

360 | 120 to 720

Your Nationally Representative **20th** Sample Percentile

120  720

 **You are on track for college readiness.**

Stay on track and continue your progress. Start now with your free, personalized recommendations waiting for you on khanacademy.org/sat.

Your Total Score

780 | 240 to 1440

Your Nationally Representative **23rd** Sample Percentile

Keep in mind,
the PSAT™ 8/9,
PSAT/NMSQT®, and
SAT® are on
the same scale.


Your score shows you how you would have scored that day on the PSAT/NMSQT® and SAT®! How well you do depends on what you do next!

Your Math Score

420 | 120 to 720

Your Nationally Representative **40th** Sample Percentile

120  720

 **Your scores indicate you are close to being on track for college readiness, but you need to continue to strengthen your skills.**

Let's get you back on track, so you won't have to take noncredit courses in college. You have free, personalized recommendations waiting for you on khanacademy.org/sat.

The College and Career Readiness Benchmark

Reaching your grade-level Benchmark means that you are likely on track to be ready to succeed in select first-year, credit-bearing college courses.

 Need to strengthen skills  Approaching Benchmark  Meet or exceed Benchmark

*The red, yellow, and green ranges in the test scores and subscores reflect your areas of strengths and weaknesses compared to the typical performance of students in your grade.