

**PRE-AP®
PROGRAM AGREEMENT**

This Agreement, dated _____, is between **The School Board of Broward County, Florida (SBBC) for Pompano Beach High School**, located at 600 Northeast 13th Avenue, Pompano Beach, Florida, 33060-6466, United States (“**Client**”), and the **College Board** located at 250 Vesey Street, New York, NY 10281 (the “**Agreement**”). The College Board’s Pre-AP courses and related services outlined in this Agreement shall collectively be referred to as the “**Pre-AP Program.**”

1.0 PRE-AP PROGRAM.

The objectives of the Pre-AP Program are to significantly increase the number of students who are able to access and complete college-level work before leaving high school and to improve the college readiness of all students. The College Board shall make the following Pre-AP Program services and deliverables available to Client. Client shall agree to the terms set forth herein and **Attachment A**, incorporated herein by this reference.

1.1 Pre-AP Courses.

1.1.1 Grade 9 Pre-AP Courses. The College Board will make available the following Pre-AP courses during the 2019-2020 school year, which will be implemented in Grade 9 for the participating students:

- 1.1.1.1 Pre-AP Algebra 1
- 1.1.1.2 Pre-AP Biology
- 1.1.1.3 Pre-AP English 1
- 1.1.1.4 Pre-AP World History & Geography

1.1.2 Grade 10 Pre-AP Courses. The College Board will make available the following Pre-AP course framework or course outline of content and skills during the 2019-2020 school year, which will be implemented in Grade 10 for the participating students:

- 1.1.2.1 Pre-AP Chemistry
- 1.1.2.2 Pre-AP English 2
- 1.1.2.3 Pre-AP Geometry

1.1.3 1.1.3 Elective Pre-AP Courses. The College Board will make available the following Pre-AP courses during the 2019-2020 school year, which may be implemented across all grade levels:

- 1.1.3.1 Pre-AP Dance
- 1.1.3.2 Pre-AP Music
- 1.1.3.3 Pre-AP Theatre
- 1.1.3.4 Pre-AP Visual Arts

1.2 Grade 9 and Elective Pre-AP Course Details. The College Board shall provide Client with the following:

1.2.1 Instructional Resources. High-quality texts and source materials paired with model lessons that illustrate effective teaching strategies, shared routines, and challenging classroom practice that offer teacher support for designing instruction. The College Board will provide printed course guides

(1 per teacher per course), teacher resources (1 set per teacher per course), and student resources (1 set per student per course).

1.2.2 Assessments. Digital assessments (8 quizzes per course with each taking no more than 45 minutes to complete and 1 final exam per course taking no more than 90 minutes to complete for non-Arts courses) and performance tasks (4 per course for non-Arts courses and 2 per course for Arts courses) to measure student learning and provide actionable feedback for the teacher.

1.2.3 Student Practice. Practice resources and tools embedded within the teacher resources to help students build, strengthen, and master skills and content knowledge.

1.2.4 Professional Learning. A four-day in-person course teacher institute and 4-8 hours of online learning modules focused on examining student work and assessments.

1.3 Grade 10 Pre-AP Course Previews.

The College Board shall provide Client with Pre-AP 10th grade course framework or course outline of content and skills for the three subjects listed above will orient teachers to the course goals, unit structure, and content expectations.

2.0 CLIENT REQUIREMENTS.

2.1 Course Requirements. Client shall meet course requirements and other requirements as specified below.

- 2.1.1** Teach 4 units per course making appropriate use of aligned instructional resources and/or strategies and following the recommended unit sequence (2 units per course for Arts courses).
- 2.1.2** Assign 4 performance tasks per course (2 performance tasks per course for Arts courses).
- 2.1.3** Administer 8 quizzes and 1 final exam per course (not applicable for Arts courses).
- 2.1.4** Upload student work samples to digital platform as requested.
- 2.1.5** Participate in four-day in-person course teacher institute and 4-8 hours of online learning modules (for teachers) and one-day in-person leadership workshop (for Pre-AP coordinators and site administrators)
- 2.1.6** Electronically submit initial course planning documents by October 15, 2019 and final course planning document by January 31, 2020 for the College Board's review.
- 2.1.7** Meet all curricular and resource requirements as outlined in **Attachment B**, incorporated herein by this reference.

2.2 Digital Access. If the Client and Students choose to access the College Board platform available to Pre-AP program users, the Client and Students will receive access to the platform upon acceptance to the Terms and Conditions related to the platform. Client will need access to an internet-enabled device (phone, tablet, laptop, or desktop) and broadband Wi-Fi to access the instructional materials and administer the assessments. Students will need access to an internet-enabled device (phone, tablet, laptop, or desktop) and broadband Wi-Fi to access the instructional materials and complete the assessments. See **Attachment C** attached hereto for Terms and Conditions for the use of the platform.

2.2.1 Disclosure of Education Records to College Board in connection with the use of Pre-AP.

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

1. To enroll students in the Pre-AP program curriculum provided by the College Board.
2. For students to access the Pre-AP program platform and materials.
3. To use the reporting features within the Pre-AP program platform to access student assessment results.

2.2.1.2 Students will provide College Board with the following information when creating an account for the Pre-AP program:

1. school code,
2. first, middle, and last name,
3. gender,
4. birth date,
5. grade level,
6. race/ethnicity,
7. residential mailing address,
8. phone number,
9. Personal email address,
10. student identification number ,
11. student's primary language,
12. parent/guardian education levels,
13. Pre-AP course enrolled,
14. completed Pre-AP End of Year (EOY) Student Surveys designed to measure the efficacy of the Pre-AP program. Parental Consent Form is incorporated here in as **Attachment D**.

2.2.1.3 Teachers will provide student work samples from Pre-AP courses upon request.

2.2.1.4 Client's Test Coordinator will provide students' completed PSAT answer sheet to College Board and confirm total number of students who took the PSAT.

2.2.1.5 Client shall arrange for and allow the College Board to periodically observe Pre-AP Program classrooms. SBBC will ensure that College Board guest will be escorted at all times by high school teacher.

2.2.1.6 Client will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing any personally

identifiable information to College Board, including information students transmit directly in the Pre-Ap program use process.

2.2.1.7 Client 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.

2.2.1.8 The requirements of this section shall supercede any uses of student information as listed in College Board's privacy policies.

2.2.2 College Board Confidentiality of Education Records.

2.2.2.1 Notwithstanding any provision to the contrary within this Agreement, College Board shall:

- 1) fully comply with the requirements of Sections 1002.22, 002.2.221, 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, 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).

2.2.2.2 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 the 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.

2.2.2.3 In accordance with the provision 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 cost, 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.

2.2.3 Disclosure of Employee Information.

2.2.3.1 Client's employee information shall be disclosed to College Board for the following purpose: To allow Client's employees to access Pre-AP materials to provide instruction to students and Pre-AP platform and materials.

2.2.3.2 Teachers and administrators will provide College Board with the following information when creating an account for the Pre-AP program:

1. First and last name,
2. Gender
3. Work Email address,
4. School name/code,
5. Primary job function, and
6. Program Designee
7. Pre-AP course(s) taught (if applicable)
8. Completed Pre-AP End of Year (EOY) Teacher and Administrator Surveys designed to measure the efficacy of the Pre-AP program.

2.2.3.3 Teachers will participate in in-person professional development and complete online training modules in connection with participating in the Pre-AP program.

2.3 Professional Learning.

2.3.1 All full-time teachers of record who are primarily responsible for delivering instruction to the students enrolled in the Pre-AP Program courses listed in Section 1.1.1 and 1.1.3 shall participate in a four-day course teacher institute the summer before their first year teaching a Pre-AP Program course. In the event that Client also offers non-Pre-AP sections of these courses in accordance with applicable state or local policy which stipulates that the Client may not require all students to take college preparatory courses, Client is encouraged to also send full-time teachers of record for non-Pre-AP sections of these courses so that all teachers develop a shared understanding of the Pre-AP instructional shifts and materials and incorporate Pre-AP resources and strategies in their classrooms as appropriate. The institute introduces the Pre-AP Program course frameworks, pedagogical routines, model instructional units, and assessment resources. In the course of an intensive and immersive study of both their specific course material and shared cross-disciplinary connections, participants will plan and begin to develop their Pre-AP Program course syllabi. Institutes will be held regionally, and the locations and dates will be disclosed via e-mail by May 2019.

2.3.2 All Pre-AP Coordinators and Site Administrators shall participate in a one-day leadership workshop, which will occur during the aforementioned course teacher institute.

2.3.3 During their first year implementing the Pre-AP Program course, Client's full-time teachers of record who are primarily responsible for delivering instruction to the students enrolled in the Pre-AP courses must also complete 4-8 hours of additional online learning modules focused on examining student work and assessments. Client shall be responsible for confirming that the duration, scope,

and dates of any training sessions are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

2.4 Pre-AP for All Students. The Pre-AP Program is designed to give all students the opportunity to learn the foundational knowledge and skills they need to be successful in AP® and other college-level coursework. As such, Pre-AP Program courses shall become the baseline standard and be made available for all students across the entire grade level. Clients are expected to encourage student participation in the Pre-AP Program and shall not establish any barriers to the Pre-AP Program as it is designed to serve all students. Only students who have already taken a course, are taking an AP-level course in the same content area, or require significant accommodations that wholly preclude meaningful engagement with Pre-AP Program materials may be exempt from participation at the Client's discretion.

In the event the Client is prohibited from requiring all students to enroll in college preparatory courses pursuant to state or local policy, the Client shall refrain from establishing any additional entry barriers (e.g., setting minimum thresholds for test scores, performance in prior coursework, teacher or counselor recommendation) which could hinder students' participation in the Pre-AP Program. And, in the event that not all students are enrolled in the Pre-AP Program, Client is encouraged to incorporate Pre-AP Program course materials and implement the Pre-AP Program shared principles and areas of focus in both non-Pre-AP and Pre-AP classrooms to benefit all students.

2.5 Existing Offerings Labeled Pre-AP.

2.5.1 If the Client currently offers courses that are labeled Pre-AP and these offerings match the Pre-AP Program course titles listed in Sections 1.1.1 and 1.1.3, the Client must meet the requirements outlined below in Section 2.8 to earn College Board's official Pre-AP Program designation for these offerings. If the Client also offers other courses that are labeled as Pre-AP, the client can continue using the Pre-AP label for these courses at the Client's own discretion until 2020.

2.5.2 Beginning in fall of 2022, all courses labeled Pre-AP must be submitted and approved through the Pre-AP Program course audit process. The College Board intends to create a unified and consistent set of standards for any course called Pre-AP, including making Pre-AP coursework available for all students, while preserving teacher flexibility. Clients and other districts that wish to continue using any existing Pre-AP designation shall adapt to these new expectations by fall of 2022 or otherwise remove the Pre-AP designation from existing course titles.

2.6 Staffing. Client shall designate: one main point-of-contact (commonly known as 'Coordinator'); one administrator contact and; one billing contact as designated in **Attachment E**, incorporated herein by this reference. The same individual could assume multiple roles as appropriate.

2.7 Pre-AP Program Feedback Requirements. Client shall provide the College Board with the following Pre-AP Program feedback:

2.7.1 If Client implements both Pre-AP English 1 and Pre-AP Algebra 1 courses, Client shall administer the College Board's PSAT® 8/9 exams each year to all of the participating ninth grade students in the fall and spring in accordance with the College Board's established testing schedule. Client shall pay its fees in the normal course of administering the PSAT 8/9 but shall not incur any additional cost.

2.7.2 If Client currently offers only one PSAT 8/9 administration (i.e., fall or spring), Client shall follow the College Board's standard ordering and payment procedures for both administrations via the College Board's PSAT exam ordering website. For the administration that the Client currently offers, after Client returns the answer sheets and confirms student totals on the College Board's PSAT exam ordering website, Client will remit the payment that is due to the College Board per standard protocol. For the administration that the Client does not currently offer, after Client returns the answer sheets and confirms student totals on the ordering website, the College Board will credit Client's account retroactively so that Client does not incur any cost for adding a new administration. In the event that Client historically administers the PSAT 8/9 to fewer students than the total number of eligible and participating examinees, the College Board will credit Client's account retroactively for the number of students taking the PSAT 8/9 that exceed Client's historical total so that Client does not incur any cost for these additional students.

2.7.3 If Client currently does not offer the PSAT 8/9 administration (i.e., neither fall nor spring), Client shall administer the exams and follow the standard ordering and payment procedures for both administrations via the College Board's PSAT exam ordering website. For both administrations, after Client returns the answer sheets and confirms student totals on the PSAT exam ordering website, the College Board will credit Client's account retroactively so that Client does not incur any cost for either administration.

2.7.4 For all PSAT 8/9 exams, Client shall order and administer the exams in accordance with College Board's standard protocol and policies for the PSAT 8/9; and shall receive the standard score reporting for both PSAT 8/9 administrations in the College Board's K-12 online portal. Students shall also receive score information in accordance with standard PSAT 8/9 administrations.

2.7.5 The fall and spring testing windows for school year 2019-2020 will be determined by fall 2018. Client shall refer to the College Board's website for ordering deadlines and other testing information.

2.7.6 Client shall complete student, teacher, and administrator surveys as directed, which includes teacher and administrator surveys at the beginning of the academic year and student, teacher and administrator surveys at the end of the academic year.

2.7.7 Client shall arrange for and allow the College Board to periodically observe Pre-AP Program classrooms; such observations to be done in accordance with any applicable regulations for College Board personnel to be on site.

2.8 Pre-AP Designation. The College Board's official Pre-AP Program designation will be granted at the course level.

- 2.8.1** To earn the official course-level College Board Pre-AP designation, Client shall:
- 2.8.1.1** Align instruction to the curricular requirements outlined in section 2.1;
 - 2.8.1.2** Administer all digital assessments and performance tasks;
 - 2.8.1.3** Participate in the four-day in-person course teacher institute and 4-8 hours of online learning modules;
 - 2.8.1.4** Offer the coursework to all students; and
 - 2.8.1.5** Adhere to feedback requirements outlined in Section 2.7

3.0 Financial. On May 8, 2019, Client shall pay the College Board the fees as calculated below for services and deliverables made available in SY 2019-2020 based on the prices set forth in **Attachment F, Pre-AP Pricing**, attached hereto and incorporated herein by this reference. 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. College Board acknowledges receipt of Client's exemption certificate. Fees and payment due date for services and deliverables made available after SY 2019-2020 shall be provided on or before September 1, 2019.

Estimated School Size (Grade 9-12): <u>1205</u>		Estimated Grade 9 Student Cohort Size: <u>350</u>
Pre-AP Courses	SY 2019-2020 Price	Estimated # of Participating Students
Pre-AP Grade 9 Algebra I	\$3200	50
Pre-AP Grade 9 Biology	\$3200	0
Pre-AP Grade 9 English 1	\$3200	350
Pre-AP Grade 9 World History and Geography	\$3200	0
Pre-AP Grade 9 Arts (Dance)	\$0	0
Pre-AP Grade 9 Arts (Music)	\$0	0
Pre-AP Grade 9 Arts (Theater)	\$0	0
Pre-AP Grade 9 Arts (Visual Arts)	\$0	0
Total	\$ 6,400.00	

4.0 Term. This Agreement shall commence **May 07, 2019**, and, unless sooner terminated as provided herein, will conclude on **April 30, 2020** ("Term").

5.0 License to use Pre-AP Digital. The College Board grants Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term to access and use the Pre-AP Digital ("Pre-AP Digital") and to allow each of the Clients, teachers and students participating in the Pre-AP Program, to use Pre- AP Digital for the sole purpose of completing the Pre-AP program activities and to use all content available on Pre-AP Digital. The foregoing license grant is subject to and conditioned upon the Client's acceptance and compliance with: 1) the terms and conditions of this Agreement; and 2) the terms and conditions governing use of and access to the Pre-AP Digital. Please review **Attachment C** for all terms and conditions.

6.0 Confidentiality. In the course of participating in the Pre-AP Program, the parties may be exposed to information that is private to the other party, including (without limitation) information relating to the parties' programs, management, financial, marketing, and publishing material and data and the terms of this Agreement (collectively, the "Confidential Information"). Confidential information shall not include public information considered records pursuant to Chapter 119, Florida Statutes. The parties agree not to communicate or disclose Confidential Information to third parties at any time, except that a party may (i) inform advisors, counsel, or others with a need to know who are bound by confidentiality agreements consistent with the parties' obligations hereunder, and (ii) make disclosures as required by law, provided that written notice is given to the other party prior to such disclosures.

7.0 Ownership of Intellectual Property.

7.1 The College Board is the exclusive owner of all rights in and to the Pre-AP Program instructional materials, Pre-AP Program student practice materials, Pre-AP Program assessments and performance tasks, professional learning materials, Pre-AP Digital, PSAT 8/9 examinations, all individual test items (questions), and assessment rubrics. In addition, the College Board is the exclusive owner of the Pre-AP Program professional development materials and publications, 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 Client.

7.2 The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the reporting features of the Pre-AP Program platform for internal purposes only. Client may not use or distribute these reports externally or to third parties.

8.0 Authorization. Client represents and warrants that Client is empowered under applicable laws, including state laws and school/district policies to enter into agreement and implement the Pre-AP Program and has caused this Agreement to be duly authorized, executed and delivered.

9.0 General Conditions.

9.1 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.

9.2 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

9.3 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

9.4 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

9.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9.6 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.7 Agreement Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

9.9 Inspection of College Board's Records by SBBC. College Board shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All College Board's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of College Board directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to College Board's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to College Board pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide College Board reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to College Board's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by College Board to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any College Board's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by College Board in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by College Board. If the audit discloses billings or charges to which College Board is not contractually entitled, College Board shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, College Board shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by College Board to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to College Board pursuant to this Agreement and such excluded costs shall become the liability of College Board.

(g) Inspector General Audits. College Board shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

9.10 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. College Board shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, College Board shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. College Board shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if College Board does not transfer the public records to SBBC. Upon completion of the Agreement, College Board shall transfer, at no cost, to SBBC all public records in possession of College Board or keep and maintain public records required by SBBC to perform the services required under the Agreement. If College Board transfers all public records to SBBC upon completion of the Agreement, College Board shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If College Board keeps and maintains public records upon completion of the Agreement, College Board shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900,

RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

9.11 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.

9.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

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

9.14 By signing this Agreement, Client understands and agrees that the College Board may list Client's name (Pompano Beach High School) on the College Board website or in informational articles/announcements in educational journals along with other schools/districts participating in the Pre-AP Program; provided, however, that any such listing shall include each name in the same font and style.

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FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel


[This Space Intentionally Left Blank; Signature Page Follows]

The College Board

Name Jeremy Singer

Title President

Date April 25, 2019

Signature 

Please return signed Agreement to College Board Pre-AP Program.

Email: preap@collegeboard.org (preferred return method)

OR

Mail: Pre-AP Program
c/o William Martin
The College Board
250 Vesey Street, 16th Floor
New York, NY 10281

Attachment A
College Board Terms and Conditions

- 1. Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 2. Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such 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, that if Client should breach the provisions of Representations and Warranties, Ownership or Confidentiality, then the College Board shall have the right to terminate this Agreement immediately. Client will compensate the College Board for all services performed, products furnished, 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.
- 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.
- 4. 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 THE CLIENT AND ITS BOARD MEMBERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE CLIENT'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 FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, STRICT LIABILITY OR BREACH OF CONTRACT OF THE CLIENT OR THE CLIENT'S BOARD MEMBERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT CLIENT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

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.

5. **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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.
6. **Insurance Requirements – College Board shall maintain the following minimum insurance requirements:**
GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate. Please indicate on certificate, "All policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida" and "Certificate holder is named as an additional insured" in the description box on General Liability certificate.
PROFESSIONAL LIABILITY/ERRORS & OMISSIONS: Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
7. **Governing Law.** This Agreement is governed by the laws of the State of Florida in the United States of America without regard to choice or conflict of laws principles that would cause the application of any other laws. Should any provision of this Agreement be determined to be unlawful by a court of law or adjudicative body with jurisdiction over the parties, the remaining provisions of this Agreement shall not be impaired and will continue to remain in full force and effect. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined only in Broward County, Florida (or the U.S. Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), 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 thirty (30) 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.

8. **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, on the seventh (7th) day following such mailing or by national courier service on the third (3rd) business day following such mailing, or if sent by facsimile on the day faxed, or if not a business day, the next succeeding business day, provided that, the facsimile is promptly confirmed 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:

Pre-AP Program
The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Fax: (212) 713-8181

With copies to:

Legal Department
The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8323
Fax: (212) 713-8036

To Client

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Principal
Pompano Beach High School
600 Northeast 13th Avenue
Pompano Beach, Florida 33060-6466

9. **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.

Client and Client's schools are not permitted to use the College Board logo, acorn logo, or any other College Board logo or graphic in connection with products, services, publications, web sites, seminars or conferences, packaging, advertising, or promotional materials without an express written logo license from the College Board. Clients can apply for use by sending samples to permission@collegeboard.org. See attached **Exhibit 1** which details the College Board's guidelines on the use of trademarks and information on submissions to use College Board Intellectual Property.

10. **Relationship of the Parties.** The relationship of 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 Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. Order of Precedence.** Client may remit any Client issued ordering document such as a purchase order prior to the scheduled delivery of any deliverable to ensure prompt payment for services and deliverables received under this Agreement ("School Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the School Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included on the School Purchase Order.
- 15. Entire Agreement.** This Agreement with all attachments sets forth the entire Agreement between the College Board and Client, supersedes any and all other agreements and understandings (oral or written) between the College Board and Client concerning the subject matter of this Agreement, including without limitation any Purchase Order.
- 16. 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.
- 17. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. A signature delivered by facsimile shall be considered binding for both parties.

EXHIBIT 1

Guidelines for Using College Board Trademarks

College Board trademarks are valuable assets. Therefore, we require that all third parties using and/or referring to our trademarks do so in a manner which will minimize consumer confusion and avoid implying a relationship with the College Board. Some of the most notable College Board trademarks include: AP[®], Advanced Placement[®], Pre-AP[®], CLEP[®], College Board[®], PSAT/NMSQT[®] and SAT[®].

Click here for the full [College Board Trademark list](#).

Before using any College Board trademark, please review the following guidelines, fill out the online [permission request form](#) and submit a sample of your proposed use of the mark(s) as described below to permission@collegeboard.org. Please allow ample time for the College Board to review and respond to your request, which generally can take **4 to 6 weeks**.

These guidelines explain proper and improper uses of College Board trademarks and are applicable to the use of our marks in any medium, including, but not limited to: print, multimedia, and online materials.

The College Board reserves the right to deny any third party's request if that party's use of the College Board mark may lead consumers to believe that the College Board is the source of the product or service. Use of a College Board trademark without prior written consent may constitute trademark infringement and unfair competition in violation of federal and state laws.

PROPER Use of College Board Trademarks

1. **Adjectives.** You must use College Board trademarks as adjectives. The purpose of a trademark is to identify the owner of a product or service; therefore a trademark should be used as an adjective to modify a noun. The noun is the generic name of the product or service. As

adjectives, trademarks **may not be used in the plural or possessive form.**

Correct Use: “SAT® exams” or “Advanced Placement® course”

Incorrect Use: “Improve Your SATs” or “Review AP’s Curriculum”.

2. **Titles.** If using a College Board trademark in the title of your product, service, or publication, you must compose the title in such a way to avoid the appearance that it originates from the College Board. **Suggested Titles:** “Doe’s Guide to AP® Biology” or “Jane’s Top 100 Tips for the SAT® Exam”
3. **Trademark Symbol.** You must properly identify College Board trademarks by using the appropriate trademark symbol (® or TM) next to the mark. [Click here to see the full College Board Trademark List.](#)
4. **Attribution/Disclaimer.** You must include the following disclaimer in a footnote to ensure proper attribution of College Board ownership: [Trademark® or TrademarkTM] is a trademark [registered / owned] by the College Board, which is not affiliated with, and does not endorse, this [product/site]. **EXCEPTION:** The PSAT/NMSQT® registered trademark **MUST** always be used in its entirety and accompanied by the following footnote/disclaimer, without exception: PSAT/NMSQT® is a registered trademark of the College Board and the National Merit Scholarship Corporation, which are not affiliated with, and do not endorse, this [product/site]. You Must make the footnote clearly visible (i.e., appropriate type size, color, and placement) on all covers, packaging, advertisements, websites, and in other media as follows:

- a. For print publications: the footnote/disclaimer should appear on the front cover, the back cover, and on the copyright page.
- b. On packaging, labels, advertisements, and promotional material: the footnote/disclaimer must appear on the same surface as the College Board mark.
- c. For web sites: the footnote/disclaimer must appear on the web site home page and on all internal web pages that include College Board marks. The appropriate footnote/disclaimer must be placed at the bottom of each respective page. NOTE: Merely stating trademark ownership credit and/or including the endorsement disclaimer in the “Terms and Conditions” or “Legal Notice” sections of a web site does NOT satisfy these Guidelines.

IMPROPER Use of College Board Trademarks

- 1. Possessive or Plural Form.** Do not use College Board trademarks in the possessive or plural form (See Adjectives under “Proper Use”).
- 2. Combined Marks.** Do not combine College Board trademarks with any other trademark or design, (e.g., Google’s SAT Word of the Day) or use the marks in a manner which suggests ownership by a third party (e.g., ACME’s CLEP Study Guide).
- 3. Company, Product, Service and Domain Names.** Do not use or register, in whole or in part, any College Board trademark, logo, or alteration thereof, as part of company names, company taglines or slogans, social media pages, Internet domain names, web site addresses, or metatags.

4. Titles. Do not use College Board trademarks in the main title of your product, service, or publication, without identifying the source or owner.

Incorrect Use: “AP Calculus Guide” or “SAT Preparation and Practice App.”

Correct Use: “John Doe’s Guide to AP® Calculus” or “Smith’s App for the SAT® Exam”

5. Appearance. Do not over-emphasize the College Board mark or use it more prominently than your product/service name. The College Board mark must be smaller in font, size, and color compared to your product/service name, in order to maintain a visual distinction between the two.

6. Variations or Abbreviations. Do not remove, alter, or distort any element of a College Board trademark or brand feature, including abbreviation of College Board marks, in any way. For example, SAT Subject Tests™ should not be altered or displayed as “SAT II.”

7. Implied Affiliation. Do not use any College Board trademark, logo or symbol, or any potentially confusing variation thereof, in any manner that expresses or implies affiliation with, sponsorship, endorsement, or certification by, the College Board; nor may Third Parties use any College Board trademark in such a way that implies a legal association or partnership between the College Board and their company.

8. Slogans and Taglines. Do not use or imitate any College Board slogan or tagline.

Fair Use of College Board Trademarks

"Fair use" of a trademark is allowed without express permission when a third party simply refers to the College Board product or service associated with the trademark. In such references, you must be truthful, must not disparage the College Board and/or

any of its products and services, and must not mislead the public as to any implied endorsement by the College Board. **Note that reproduction of any College Board logo is not allowed under fair use.**

Proper fair use should include the trademark registration (®) or ownership (™) symbol, and disclaimer:

Correct: "Students can view their AP® scores online."

With: "AP® is a trademark registered by the College Board, which is not affiliated with, and does not endorse, this website."

Using a College Board trademark in association with a consumer product or service without express permission is not considered fair use. For example, an advertisement for an SAT® tutoring company is not allowed under fair use.

Logos

The College Board strictly limits the use of its logos, but might make an exception under special circumstances, such as the AP® Honor Roll, or the AP® Summer Institutes.

Third Parties **Must:**

1. **NOT** use the College Board logo, acorn logo, or any other College Board logo or graphic in connection with products, services, publications, web sites, seminars or conferences, packaging, advertising or promotional materials without an express written logo license from the College Board.
2. **NOT** use College Board logos on their web site in association with a link to a College Board web page. Links to College Board web pages may be included on a third party web site, provided they are included as plain text links and are not used in any way that could confuse or mislead customers.

Google AdWords and Other Search Engine Marketing and Advertising

The College Board DOES NOT ALLOW third parties to leverage its brand, reputation and trademarks in search engine marketing and advertisements, such as Google

AdWords, Facebook, etc. The College Board has decided not to create a list of authorized advertisers, nor make any exceptions at this time. It has been brought to our attention that some use of our trademarks may have been allowed in the past by certain parties without our permission. The College Board has filed complaints requesting that online ad hosts and search engine marketers prohibit infringement of our trademarks by advertisers. Although there may be certain parties who are still not in compliance with this policy, the College Board is making efforts to correct every instance when found.

Submission of Samples

Before using any College Board trademarks, third parties must submit samples of the proposed use to the College Board for review. Send samples to permission@collegeboard.org. Please allow 4-6 weeks for processing.

1. For print materials: submit copies of the cover, spine, title page, and/or page of first prominent use.
2. For Internet uses: submit copies of the web site home page and web page where the College Board mark(s) is/are first prominently featured.
3. For CD, DVD, video, or other products: submit copies of labels, packaging, and advertisements.
4. Please review the instructions below and submit the [Copyright & Trademark Permission Request Form](#) to request permission to reproduce copyrighted materials and/or trademarks owned by the College Board. Allow 4 to 6 weeks for processing; incomplete forms will not be processed.

Copyright

5. Unless specifically stated herein, or specifically stated on the materials, no copyrighted material or other College Board content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any manner whatsoever without express written permission from the College Board or copyright owner. Any modification of the content, or any portion thereof, or use of the content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights.

Printing Handouts

6. **Educational Settings:** There is no need to request written permission if you only intend to print and/or copy an online article or excerpt from a College Board publication to be used in an educational, noncommercial* setting. For this purpose, you may make copies of an online article or printed publication as long as the copyright notice is included.

Test Prep Materials

7. **SAT®:** At this time, SAT test materials are NOT available for commercial* license. Reproduction of any official SAT test materials is not allowed in test prep and other commercial settings.

8. **Note:** The College Board does not allow reproduction of material from **The Official SAT Study Guide™** or **The Official SAT Teacher's Guide™** in any manner.

9. The Official SAT Practice Test may be used by students in a noncommercial* educational setting but not in a test prep course. You may print and photocopy the Practice Test to administer it to students as outlined below:

10. Copies of the exam should be distributed directly to students only. Pages should be copied exactly as they appear and not altered in any way, so that the copyright notice remains intact. Distribution should be limited to one test per student and the test must be distributed as a stand-alone document and not incorporated into your own handout or test booklet.

11. **AP®:** To request permission for use of Advanced Placement® (AP) test materials, please fill out the [Copyright & Trademark Permission Request Form](#).

12. To request permission for noncommercial use* of any other College Board test materials not outlined above, please fill out the [Copyright & Trademark Permission Request Form](#).

Other Publications

13. Tables, graphs and data in any of the **Trends in Higher Education Series** publications, or the **College-Bound Seniors** report, or excerpts thereof, may be reproduced or cited, for noncommercial* purposes only, provided that the following attribution is included:

14. Source: [insert *Title of Report*]. Copyright © [insert year of publication]. The College Board. www.collegeboard.org

15. If you wish to use an excerpt from a College Board publication, or intend to include any online or printed article (in whole or in part) published by the College Board in your own publication, brochure, or commercial product, then you must complete the Publication/Media Request section of the [Copyright & Trademark Permission Request Form](#) to request written permission.

Linking

16. There is no need to obtain written permission if you only wish to link to the College Board website. **Note: The College Board acorn logo is not permitted to be used on third-party websites.** You must use the www.collegeboard.org text link or Web page URL instead. For more information about obtaining permission to use College Board trademarks, please refer to the Trademarks section below.

Trademarks

17. The trademarks and logos used on the College Board's website and in publications, marketing and other branding materials are owned by the College Board. See our [Trademark List](#) for all College Board trademarks. Use of any College Board trademark is **not** permitted without express written consent. Please review our [Trademark Guidelines](#) **before** filling out the [Copyright & Trademark Permission Request Form](#) to request permission.

18. For use of all other College Board materials not outlined above, please complete the [Copyright & Trademark Permission Request Form](#) to request written permission.

Commercial vs. Noncommercial Use

19. **Commercial use** means use of College Board materials in any manner that is intended for commercial advantage or private monetary compensation. This includes test-prep settings.

20. **Noncommercial use** means use of College Board materials in a manner that is not intended for commercial advantage or private monetary compensation. This includes most classroom settings.

Online FORM:

Step 1: Organization Information

First name:

Last name:

Organization:

Address:

City:

State:

Country:

ZIP/Postal code:

Phone number:

Fax number:

Email address:

Step 2: Project Information (Please provide as much information as possible)

What type of request are you making? (Click one of the following to open the form.)

- Test Questions & Materials Request**
- Publication/Media Request**
- Trademark Request**

Attachment B CURRICULAR AND RESOURCE REQUIREMENTS

Pre-AP Curricular and Resource Requirements

Schools and teachers wishing to offer Pre-AP courses must align their course syllabi and instructional plans to the curricular and resource requirements specific for each course. These requirements have been developed in horizontal alignment across all Pre-AP courses and represent the most essential elements and requirements that support the theory of action and successful Pre-AP student outcomes.

Pre-AP Algebra 1

Curricular Requirements

Course and Instruction

- The course provides opportunities for students to develop the knowledge and skills articulated in the course framework through student-centered exploration and argumentation.
- The course provides opportunities for students to engage in the three Pre-AP Algebra 1 instructional shifts outside of the Pre-AP instructional materials.
- The course provides opportunities for students to engage in the Pre-AP shared instructional principles.
 - Close Observation & Analysis
 - Evidence-Based Writing
 - Higher-Order Questioning
 - Academic Conversation
- The course provides time and opportunity to strengthen procedural fluency with the algebraic skills emphasized in the instructional materials throughout the course.

Practice

- The instructional plan for the course includes opportunities for student to continue to practice and develop disciplinary skills outside of the Pre-AP instructional materials within each unit.

Assessment

- The instructional plan for the course includes one performance task and two digital assessments within each unit.
- The instructional plan reflects time and/or methods for using the performance task rubrics/scoring guidelines and digital score reports to provide actionable feedback to students.
- The instructional plan reflects time and/or methods and strategies for making responsive adjustments to future instruction based on student performance.

Resource Requirements

- The school ensures that Pre-AP coursework is available to all students; this means that the school must not establish any barriers (e.g., test scores, grades in prior coursework, teacher or counselor recommendation, etc.) to student participation.
- The school ensures that participating teachers and students are provided computer and internet access for completion of course and assessment requirements.

- Teachers should have consistent access to a video projector for sharing web-based instructional content and short web videos.
- The school ensures that all teachers and students have access to a graphing utility, such as a graphing calculator or online graphing resource.

Pre-AP Biology

Curricular Requirements

Course and Instruction

- The course provides opportunities for students to develop understanding of the Pre-AP Biology key concepts and skills articulated in the course framework through the four units of study.
- The course provides opportunities for students to engage in the three Pre-AP Biology instructional shifts outside of the Pre-AP instructional materials.
- The course provides opportunities for students to engage in the Pre-AP shared instructional principles.
 - Close Observation & Analysis
 - Evidence-Based Writing
 - Higher-Order Questioning
 - Academic Conversation
- The course provides students with the opportunity to engage in investigative laboratory work for a minimum of 20 percent of instructional time.

Practice

- The instructional plan for the course includes opportunities for students to continue to practice and develop disciplinary skills outside of the Pre-AP instructional materials within each unit.

Assessment

- The instructional plan for the course includes one performance task and two digital assessments within each unit.
- The instructional plan reflects time and/or methods for using the performance task rubrics/scoring guidelines and digital score reports to provide actionable feedback to students.
- The instructional plan reflects time and/or methods and strategies for making responsive adjustments to future instruction based on student performance.

Resource Requirements

- The school ensures that Pre-AP coursework is available to all students; this means that the school must not establish any barriers (e.g., test scores, grades in prior coursework, teacher or counselor recommendation, etc.) to student participation.
- The school ensures that participating teachers and students are provided computer and internet access for completion of course and assessment requirements.
- Teachers should have consistent access to a video projector for sharing web-based instructional content and short web videos.
- The school ensures teachers have access to laboratory equipment and consumable resources to ensure ability to engage in the Pre-AP Biology inquiry-based laboratory investigations.

Pre-AP English 1

Curricular Requirements

Course and Instruction

- The course design provides opportunities for students to develop the knowledge and skills articulated in the course framework through the four units of study.
- The course provides opportunities for students to engage in the Pre-AP English instructional shifts of reading closely, valuing evidence, and focusing on language.
- The course provides opportunities for students to engage in the Pre-AP shared instructional principles.
 - Close Observation & Analysis
 - Evidence-Based Writing
 - Higher-Order Questioning
 - Academic Conversation

Practice

- The instructional plan for the course includes opportunities for student to continue to practice and develop disciplinary skills outside of the Pre-AP instructional materials within each unit.

Assessment

- The instructional plan for the course includes one performance task and two digital assessments within each unit.
- The instructional plan reflects time and/or methods for using the performance task rubrics/scoring guidelines and digital score reports to provide actionable feedback to students.
- The instructional plan reflects time and/or methods and strategies for making responsive adjustments to future instruction based on student performance.

Resource Requirements

- The school ensures that Pre-AP coursework is available to all students; this means that the school must not establish any barriers (e.g., test scores, grades in prior coursework, teacher or counselor recommendation, etc.) to student participation.
- The school ensures that participating teachers and students are provided computer and internet access for completion of course and assessment requirements.
- Teachers should have consistent access to a video projector for sharing web-based instructional content and short web videos.
- The school ensures that students have access to a range of in-class and independent reading materials.

Pre-AP Arts (Dance, Music, Theatre, and Visual Arts)

Curricular Requirements

Course and Instruction

- The course design provides opportunities for students to develop the knowledge, skills, and dispositions articulated across the five Big Ideas in the Arts framework, both during and outside of Pre-AP Arts unit implementation.

- The course provides opportunities for students to engage in the Pre-AP Arts instructional shifts outside of the Pre-AP instructional materials.
- The course provides opportunities for students to engage in the Pre-AP shared instructional principles.
 - Close Observation & Analysis
 - Evidence-Based Writing
 - Higher-Order Questioning
 - Academic Conversation

Practice

- The instructional plan for the course includes opportunities for student to continue to practice and develop disciplinary skills outside of the Pre-AP instructional materials within each unit.

Assessment

- The instructional plan for the course includes one performance assessment and two formative assessments per unit. Note: Semester-length arts courses are responsible for implementing one unit and corresponding assessment.)
- The instructional plan reflects time and/or methods for using the performance task rubrics/scoring guidelines and digital score reports to provide actionable feedback to students.
- The instructional plan reflects time and/or methods and strategies for making responsive adjustments to future instruction based on student performance.

Resource Requirements

- The school ensures that Pre-AP coursework is available to all students; this means that the school must not establish any barriers (e.g., test scores, grades in prior coursework, teacher or counselor recommendation, etc.) to student participation.
- The school ensures that participating teachers and students are provided computer and internet access for completion of course and assessment requirements.
- Teachers should have consistent access to a video projector for sharing web-based instructional content and short web videos.
- The school ensures that participating teachers and students are provided with classroom resources enabling the study of anchor works central to each unit. These include:
 - **Dance:** ability to stream and project video (also included above)
 - **Music:** purchase of sheet music (for rehearsal and performance of anchor works)
 - **Theatre:** purchase of selected plays (one per unit) as anchor texts
 - **Visual Art:** ability to project images (also included above)
- The school ensures that participating teachers and students are provided with discipline-specific materials and resources enabling students to complete the production- and performance-based work associated with the instructional units:
 - **Dance:** appropriate space for dance practice and performance
 - **Music:** access to ensemble-appropriate instruments (note: Music units provide resources for adapting instruction to vocal ensembles, bands, and orchestras)
 - **Visual Art:** access to art tools and materials (from within a range of options described in instructional units) for student practice and creative production.

Pre-AP World History and Geography

Curricular Requirements

Course and Instruction

- The course provides opportunities for students to develop understanding of the Pre-AP World History and Geography key concepts and skills articulated in the course framework through the four units of study.
- The course provides opportunities for students to engage in the Pre-AP World History & Geography instructional shifts of valuing evidence, drawing from sources, and creating disciplinary arguments.
- The course provides opportunities for students to engage in the Pre-AP shared instructional principles.
 - Close Observation & Analysis
 - Evidence-Based Writing
 - Higher-Order Questioning
 - Academic Conversation

Practice

- The instructional plan for the course includes opportunities for student to continue to practice and develop disciplinary skills outside of the Pre-AP instructional materials within each unit.

Assessment

- The instructional plan for the course includes one performance task and two digital assessments within each unit.
- The instructional plan reflects time and/or methods for using the performance task rubrics/scoring guidelines and digital score reports to provide actionable feedback to students.
- The instructional plan reflects time and/or methods and strategies for making responsive adjustments to future instruction based on student performance.

Resource Requirements

- The school ensures that Pre-AP coursework is available to all students; this means that the school must not establish any barriers (e.g., test scores, grades in prior coursework, teacher or counselor recommendation, etc.) to student participation.
- The school ensures that participating teachers and students are provided computer and internet access for completion of course and assessment requirements.
- Teachers should have consistent access to a video projector for sharing web-based instructional content and short web videos.
- The school ensures that students have access to a range of primary and secondary sources outside of the Pre-AP instructional materials (either through textbook and ancillary materials or online source materials).

Attachment C

College Board Online Access for Pre-AP: Terms and Conditions

The College Board respects your privacy and we are committed to protecting it. These terms and conditions govern the use of and access to the Pre-AP Digital Platform.

1. Acceptance of Terms

Welcome to the College Board website(s) ("website(s)" or "site(s)")! You may access or obtain unique services, products, information, and community offerings ("Services") provided by the College Board ("we," or "us") through our website(s) as a service to the Internet community. Your use of these Services is subject to these Site Terms and Conditions ("Agreement"). By accessing the College Board website(s) and/or using the Services, you agree that you have read and understand this Agreement, and that your use of the website(s) shall conform to this Agreement. If you register with us for certain Services, this Agreement includes and incorporates additional terms specific to those Services. The additional terms will be presented to you for your acceptance at the time of your registration for those Services. We reserve the right to change or amend this Agreement without notice. See the Section titled "Changes to Agreement" below for details.

2. Privacy Policy

The College Board recognizes the importance of protecting your privacy. Any registration, personal, or other information you share with us is securely managed and safeguarded. User Account, Password, and Security

In this Agreement "you" refers to the person who registers to become a user of the College Board website(s). You agree that all information you provide in registration or otherwise is true, accurate, and complete. We reserve the right to refuse service or subscription to any person or entity for any or no reason whatsoever. To obtain some specific Services, you will be required to designate a user ID and password. You are responsible for maintaining the confidentiality of the ID and password, and are fully responsible for all activities that occur under your ID or password. You agree to [immediately notify the College Board of any unauthorized use of your ID](#) or password or any other breach of security. See **Exhibit 1** incorporated herein by this reference. You also agree to exit from your account at the end of each session. The College Board cannot and will not be liable for any loss or damage arising from your failure to do so. For more information on security, see our Privacy Policy.

3. User Conduct

By accessing our site(s) and/or otherwise accepting this Agreement, you agree to comply with the specific Community Guidelines that may govern any communities in which you participate or with the following general guidelines:

In connection with your use of the Site, you agree you will not:

4. Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable that may invade another's right of privacy or publicity;
5. Impersonate any person or entity, including but not limited to, a College Board official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity;
6. Post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
7. Post or transmit any Material that contains a virus or corrupted data;
8. Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
9. Use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
10. Post or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
11. Violate any applicable local, state, national or international law;
12. Upload or transmit any Material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
13. Delete or revise any Material posted by any other person or entity;
14. Manipulate or otherwise display the Site by using framing or similar navigational technology; or
15. Disseminate username, password or any additional subscription-based Site-accessing information to unauthorized individuals.
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ASQ®
CLEP®
College Board®
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CSS/Financial Aid PROFILE®
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4 or More™ A2O™
A Dream Deferred™
A Dream Deferred™: The Future of African American Education
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ACCUGRAM™
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AP Capstone™
AP Capstone Diploma™
AP Potential™
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ASQ PLUS™
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ELASH™
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EPS Predictor Plus™
Info To Go™
Inventario CEPA™
Mathematics with Meaning™
My College QuickStart™
MyRoad™
My SAT Study Plan™
NYOUTREACH™
Own the Turf™
PAA™
Prepárate™
Prepárate™: Educating Latinos for the Future of America
PSAT™ 8/9
PSAT™ 10
Recruitment PLUS™
SAT In Focus™

SAT Preparation Booklet™
SAT Preparation Center™
SAT Readiness Program™
SAT Reasoning Test™
SAT Subject Tests™
Score Choice™
ScoreWrite™
Segment Analysis Service™
Setting the Cornerstones™
Skills Insight™
SpringBoard School Success Team™
Standards for College Success™
The Official SAT Online Course™
The Official SAT Question of the Day™
The Official SAT Study Guide™
The Official SAT Subject Tests in U.S. and World History Study Guide™
The Official SAT Subject Tests in Mathematics Levels 1 & 2 Study Guide™
The Official SAT Teacher's Guide™
The Official Study Guide for all SAT Subject Tests™
YouCanGo!™

1 This trademark notice should read: "PSAT/NMSQT is a registered trademark of the College Board and the National Merit Scholarship Corporation." This trademark should always be cited as PSAT/NMSQT and not simply PSAT because it is jointly registered to the College Board and National Merit Scholarship Corporation. ↵

Review the guidelines for the use of College Board trademarks. See Attachment A, Exhibit 1.

18. Special Conditions for International Use and Exports

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19. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Services, use of the Services, or access to the Services.

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You further acknowledge and agree that the College Board shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. The College Board strongly encourages users to read all external and third-party site terms and conditions and privacy policies.

21. Downloaded Content

It is up to you to take precautions to ensure that information, data, and software you download or otherwise select for your use is free of viruses and other destructive items.

22. Consent to Electronic Communications and Email Solicitation

When you register for Services, you may choose to receive information and other materials regarding products, services, and other offers from time to time as described in our Privacy Policy. Such solicitations may take the form of materials mailed to you, telephone calls, e-mail messages, or other forms. Solicitations will be made to the addresses and numbers provided to us in the registration process.

23. Term of Agreement

Intentionally Omitted.

24. Changes to Agreement and Services

You should review this Agreement often to stay informed of changes that may affect you. If you have registered with us and provided us with an e-mail address, we may provide you with notice informing you that this Agreement has changed, but such notice shall be for convenience only and shall not be required for the effectiveness of the changes. You agree to check the Services, your mail and/or e-mail on a regular basis to receive important and timely notices from us. The College Board may also make changes to the Services and site(s), including discontinuing any Service or Content, or otherwise restricting access and use. We reserve the right to do so without prior notice to you. Should College Board discontinues or restricts access and use, then Client will be entitled to a pro rata refund.

25. No Warranties/Limitation of Liability

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All users therefore agree that all access and use of the College Board website(s) is at the user's own risk. Because some states or jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such states or jurisdictions, the liability of the College Board shall be limited in accordance with this Agreement to the fullest extent permitted by law. Any service for which a separate fee is charged carries with it only the representations and warranties specifically stated attributable to that service.

The College Board, and its respective affiliates, officers, directors, employees, agents, contractors, or other suppliers shall not be liable for any loss, cost, or damage due to causes beyond their control. You understand that the College Board accepts no responsibility for security of information transmitted over the Internet.

Without limiting any of the foregoing, if the College Board, or any of its respective affiliates, officers, directors, employees, agents, contractors or suppliers is found liable to you for any claims or matters arising under or in connection with this Agreement, the College Board's and such parties' aggregate and maximum liability for all such matters and claims in any calendar year shall not exceed the amounts paid by you to the College Board for the specific Service or product giving rise to such liability.

If the Client, or any of its respective board members, affiliates, officers, directors, employees, agents, contractors or suppliers is found liable to College Board for any claims or matters arising under or in connection with this Agreement, the Clients' and such parties' aggregate and maximum liability for all such matters and claims shall not exceed the amounts Client paid to the College Board for the specific Service or product giving rise to such liability.

26. Distribution of Third-Party Content

The College Board does not exercise editorial control over third-party content provided, uploaded, published, or distributed by users and other participants in collegeboard.com. In other words, the College Board website(s) is/are merely a distributor, not a publisher, of such content. Such content may contain the views, opinions, statements, offers, and other material of the respective users, suppliers, participants, or authors. The College Board does not endorse, is not responsible for, and makes no representations or warranties regarding, such content or its accuracy, supplier ability or fitness for any particular purpose, and the College Board shall not be liable for any harm resulting from or in connection with reliance on any such content. In addition, the College Board shall not be a party to, or liable in any way for any harm associated with, any transaction between our users and any other user or participant on the website(s). Any products or services offered or sold on or through the website(s) by any person other than the College Board are offered or sold subject to terms and conditions solely between our users and such other person or supplier.

27. Miscellaneous

This Agreement, the [Privacy Policy](#), and any specific Community Guidelines that you accept and that govern specific sections of this site represent your entire Agreement with the College Board with respect to your access and use of the College Board website(s) and the Services. Except for the College Board's affiliates, this Agreement does not confer any rights, remedies, or benefits upon any person other than you and the College Board. This Agreement may only be amended by a written or electronic form duly accepted and agreed to by the College Board and you, or in the manner described in the Section "Changes to Agreement and Service" above. You may not assign this Agreement without the prior written consent of the College Board. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected. This Agreement shall be governed by and construed under the law of the State of Florida, without regard to conflicts of laws, and the Federal law of the United States.

EXHIBIT 1

EMAIL FORM TO REPORT AN ISSUE WITH ONE'S PASSWORD

Send a Message to the CollegeBoard

E-mail messages are answered Monday through Friday, 8:30 a.m. to 6 p.m. Eastern Time, except during federal holidays. We understand the need to get your questions answered quickly. We typically respond to you within 2 working days. Sometimes, it may take us up to 5 working days to get you a complete answer. If you don't hear from us within 5 working days, please contact us again — your e-mail may not have been received.

Start Form

= Required

Your Information

First Name

Last Name

Email Address

Confirm Email Address

Phone Number

I am a

Your Comments

Educators: Please include your school name and school code in your comments.

Topic

Comments

The information you provide is used only to complete your request.

CAPTCHA - This question is for testing whether or not you are a human visitor and to prevent automated spam submissions.

Submit

ATTACHMENT D



Parent Consent Form A

For consent prior to students taking an online survey

Dear Parent/Guardian:

All students in your child's Pre-AP class (or non-Pre-AP class where Pre-AP materials are being used), including your child, are invited to complete a survey about their perceptions of the course/course materials. The survey is being conducted by the College Board and its purpose is to help College Board learn more about how the program is working in schools, whether the program is positively perceived by students, and how the program might be improved.

Because your child is a Pre-AP student (or non-Pre-AP student using Pre-AP program materials), s/he is an essential part of this effort. In the 2018-2019 school year, we invite your child to complete a Spring 2019 Student Feedback Survey. The survey will ask about your child's perceptions of the Pre-AP class (or materials), instructional resources, assessments, and digital platform. It will also ask about your child's perceptions of how Pre-AP may affecting their learning.

The survey will take approximately 10 minutes to complete and will be completed at your child's convenience. Completion of the survey is voluntary and your child may stop at any time. Also, your child may choose to skip any question(s) s/he does not wish to answer.

Your child will *not* be graded or evaluated on his or her responses to the survey questions and neither will your child's teacher. The survey will be completed electronically and all information collected will remain *anonymous*. Personal information will not be shared with anyone, including school teachers or administrators. The information s/he provides will be combined with the responses of others in summary reports that do not identify your child's class, your child's teacher, or your child as an individual. Survey responses will be stored on a secure server in a password-protected electronic account that is accessible only to the research team.

We do not anticipate this study will have any negative consequences for you child, your child's school, or your child's classroom in any way.

If you have any questions regarding this research study, you may reach out to Dr. Briana Chang, Associate Research Scientist at the College Board, at 215-378-3559 or bchang@collegeboard.org.

If you *do not* want your child to participate in this study, please complete this form and print a copy for your records.

No, I do not want my child to participate in this study.

Child's Last Name _____ Child's First Name _____

Your Last Name _____ Your First Name _____

School Name _____ Date ____ / ____ / ____

**Attachment E
CLIENT CONTACT INFORMATION**

	Pre-AP Coordinator¹ (School)	Site Administrator² (School)	Billing³	Alternate or Additional Contact⁴ (Optional)
Name:	Lisa Spaulding	Lisa Spencer	Judy Lefort	Lori Carlson
Title:	School Counseling Director	Assistant Principal	Budgetkeeper	Assistant Principal
Address:	600 NE 13 th Ave	600 NE 13 th Ave	600 NE 13 th Ave	600 NE 13 th Ave
City/State/ Zip:	Pompano Beach, Fl 33060	Pompano Beach, Fl 33060	Pompano Beach, Fl 33060	Pompano Beach, Fl 33060
Phone:	754-322-2000	754-322-2000	754-322-2000	754-322-2000
Fax:	754-322-2130	754-322-2130	754-322-2130	754-322-2130
Email:	Lisa.spaulding@broward schools.com	<a href="mailto:Lisa.spencer@broward
schools.com">Lisa.spencer@broward schools.com	<a href="mailto:Judy.lefort@broward
schools.com">Judy.lefort@broward schools.com	I.carlson@broward schools.com

¹ This is the person to whom the College Board should direct Pre-AP implementation-related communications.

² This is the person who serves as the main school administrator (e.g., School Principal).

³ This is the person to whom the College Board should direct the invoice and other billing-related matters.

⁴ This is the person who serves as an alternate or additional contact for Pre-AP.

Pricing

See information on fees and discounts and calculate what your school will pay.

Fee Structure—School Year 2019-2020

Partner schools participating in our second cohort will pay per-course fees based on several factors, including the size of their school, the number of courses being offered, and whether they use SpringBoard as well.

Calculate your cost using the pricing calculator below.

The following courses are available in School Year 2019-2020:

- Pre-AP English 1
- Pre-AP Algebra 1
- Pre-AP World History and Geography
- Pre-AP Biology
- Pre-AP Theatre (no fee)
- Pre-AP Dance (no fee)
- Pre-AP Visual Art (no fee)
- Pre-AP Music (no fee)

See how your school can join (<https://pre-ap.collegeboard.org/join>).

What Is Included in the Price?

- Instructional materials for each course (course frameworks, student reader and teacher course guides, model lessons and routines, student practice)
- Registration Fee for 4-day course teacher institute for all new Pre-AP teachers in your school/district
- 8 digital and externally scored assessments per course
- 4 student performance tasks per course, including online training modules for scoring performance tasks
- "Official Pre-AP" course designation (when requirements are fulfilled)
- Instructional and administrative support

- Pre-AP Arts Course(s) (no additional fee required)

How Your Per-Course Price is Calculated

Schools That Don't use SpringBoard—Annual Price per Course			
School Size*	Standard Per-Course Price	Per-Course Price Offering 3 Pre-AP Courses**	Per-Course Price Offering 4 or more Pre-AP Courses**
0-400 students	\$1,500	\$1,350	\$1,200
401-1500 students	\$4,000	\$3,600	\$3,200
1500+ students	\$6,500	\$5,850	\$5,200

SpringBoard Schools—Annual Price per Course***		
School Size*	Schools using both SpringBoard ELA and Math	Schools using SpringBoard ELA or Math
0-400 students	\$600	\$750
401-1500 students	\$1,600	\$2,000
1500+ students	\$2,600	\$3,250

*If your school size is close to the threshold for the lower pricing segment (within 50 students), we will provide the lower price as our goals are accessible for students and value for our school partners. School size will be confirmed during the Application process.

** Discounts are granted based on the number of Pre-AP courses offered: 3 = 10% off, 4 or more = 20% off. **Most if not all schools will pay a discounted price** as we are looking for participating schools to offer the maximum number of Pre-AP courses possible at their institution in order to derive the maximum benefit of the interdisciplinary approach built into the Pre-AP courses.

*** Pricing applies to *all* Pre-AP course subject areas. Because we offer SpringBoard schools a maximum discount due to their existing partnership with The College Board, we do not offer these schools additional discounts.

Pre-AP 9th Grade Arts Courses

Because of our belief that the Arts is an integral part of a student's education, the College Board is pleased to offer Pre-AP Arts 9th grade courses in Dance, Music, Theatre, or Visual Art at no additional charge to schools that participate in School Year 2019-2020.