

## **SECOND AMENDMENT TO AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into as of this by and between

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

and

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

**WHEREAS**, SBBC and College Board entered into an Agreement dated October 1, 2018 (hereafter “Agreement”) that expires on August 30, 2020, and allowed for one (1) additional two (2) year periods, and if needed one hundred eighty days (180) beyond the expiration date of the renewal period; and

**WHEREAS**, on September 26, 2019 SBBC entered into the First Amendment to Agreement which amended the PSAT 8/9 Assessment Early Participation Program Fixed Fee Schedule, SAT School Day Program Fixed Fee Schedule, and SAT School Day Program Central Bill Schedule for which set forth the current year’s deliverables and deadlines for each assessment;

**WHEREAS**, the Parties mutually desire to amend certain provisions of the Agreement and First Amendment to Agreement through this Second Amendment to Agreement (hereafter “Second Amendment”) and to exercise their option to renew the Agreement for an additional year.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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

1.02 **Term of Agreement.** Pursuant to section 2.1 of the Agreement, the term of the Agreement is hereby extended from September 1, 2020 through June 30, 2021, unless terminated earlier pursuant to section 2.1 of the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement and First Amendment to Agreement by interlineation as of the date of this Second Amendment:

- a) The PSAT 8/9 Assessment Early Participation Program Fixed Fee Schedule, SAT School Day Program Fixed Fee Schedule, and SAT School Day Program Central Bill Schedule appended to this Second Amendment shall replace the respective schedules in the First Amendment to Agreement; and
- b) The 2020-2021 Budget Schedule, that sets forth pricing for the 2020-2021 year, appended to this Second Amendment shall be added to the Agreement.

1.04 **Cost of Services.** SBBC shall pay College Board those fees for services and deliverables rendered during the 2020-2021 year and set forth in the attached 2020-2021 Budget Schedule. Payment terms are Net thirty (30) calendar days.

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

- a) this Second Amendment to Agreement; then
- b) the First Amendment; then
- c) the Agreement.

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

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

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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

**FOR COLLEGE BOARD:**

**Pursuant to Section 92.525, Florida Statutes, and under penalties of perjury, I declare that I have read the foregoing and that the facts stated herein are true.**

COLLEGE ENTRANCE EXAMINATION  
BOARD

By  \_\_\_\_\_  
Signature

Printed Name: Jeremy Singer

Title: President

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

**I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9<sup>®</sup> exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

**II. SCOPE**

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

**1. Materials for Students:**

- a. **PSAT 8/9 test materials (test booklets).**
- b. **Student Paper Score Report (one copy sent to Participating School).**
- c. **Student Online Score Report, delivered via College Board website.**
- d. **Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.**
- e. **If Client is administering digital testing ('Digital Testing'), students will receive online access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.**

**2. Materials for Schools:**

- a. **PSAT 8/9 test materials (test booklets).**
- b. **If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.**
- c. **Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.**
  - d. **Access to AP Potential™ for students in 9<sup>th</sup> grade, via College Board website.**
  - e. **SAT Suite of Assessment Educator Guide (one copy sent to each school).**
- f. **PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).**
- g. **If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).**

**3. Reports for District:**

- a. **Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.**
- b. **Access to AP Potential, delivered via College Board website.**

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

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

### III. PSAT 8/9 TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

**2. PSAT 8/9 Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

**3. PSAT 8/9 Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

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

**4. PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2020 and March 2021, and its second testing date in April 2021. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

- 5. Digital Testing Requirements** (If Client is administering digital testing):
- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
  - b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
- **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
  - Bulk Registration is required for Participating Schools electing to Digital Testing.
6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Broward County Public Schools	AMIKids - Greater Fort Lauderdale	102413	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Atlantic Technical High School	100324	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Blanche Ely High School	101430	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Boyd H Anderson High School	100479	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Broward Regional Detention Center	100409	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Broward Virtual School	100603	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Broward Youth Treatment Center	102692	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Charles W Flanagan High School	101424	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Coconut Creek High School	101433	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	College Academy at Broward Community College	100343	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Cooper City High School	100286	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Coral Glades High School	100332	9	Sep 21, 2020 - Jan 29, 2021

Broward County Public Schools	Coral Springs High School	100299	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Cross Creek School	100849	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Cypress Bay High School	101842	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Cypress Run Education Center	101874	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Dave Thomas Education Center West	101427	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Deerfield Beach High School	100380	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Dillard High School	100480	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Everglades High School	101807	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Fort Lauderdale High School	100490	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Hallandale High School	100636	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Henry D Perry Education Center	100638	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Hollywood Hills High School	100478	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	J P Taravella High School	100301	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Lanier-James Education Center	100642	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Lauderhill 6-12	102634	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Marjory Stoneman Douglas High School	101348	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	McArthur High School	101817	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Millennium 6-12 Collegiate Academy	102575	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Miramar High School	101172	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Monarch High School	100328	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Northeast High School	100494	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Nova High School	100496	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	PACE Center for Girls - Broward County	102687	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Piper High School	101646	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Plantation High School	100497	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Pompano Beach High School	101550	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Pompano Youth Treatment Center	102693	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Seagull Alternative High School	100503	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Sheridan Technical High School	102601	9	Sep 21, 2020 - Jan 29, 2021



Broward County Public Schools	South Broward High School	100690	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	South Plantation High School	101413	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Stranahan High School	100498	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	West Broward High School	102181	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Western High School	100476	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Whiddon-Rogers Education Center	100482	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	Whispering Pines School	101490	9	Sep 21, 2020 - Jan 29, 2021
Broward County Public Schools	William T McFatter Technical High School	100344	9	Sep 21, 2020 - Jan 29, 2021

## V. FEE CALCULATION

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>1</sup> to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u>	<u>Multi-Assessment Pricing:</u>
	PSAT 8/9 with SAT School Day, and PN and/or P10	<ul style="list-style-type: none"> <li>• PSAT 8/9 with either PN or P10 or SAT School Day</li> <li>• At least <u>two</u> grades testing for PSAT 8/9</li> </ul>
≥ 0% and <50%	\$9.00	\$9.50
≥ 50% and < 75%	\$8.00	\$9.00
≥ 75%	\$7.00	\$8.00

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

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2020 – Jan. 2021	October 30, 2020

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

Feb. 2021 – Mar. 2021	January 29, 2021
April 2021	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$13.00 per student.

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

**4. Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per test booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

#### VI. CLIENT CONTACT INFORMATION

	Primary <sup>2</sup>	Data Recipient <sup>3</sup>	Billing <sup>4</sup>	Bulk Registration (optional) <sup>5</sup>
Name:	Richard Baum	Richard Baum	Richard Baum	Richard Baum
Title:	Director of Assessment	Director of Assessment	Director of Assessment	Director of Assessment
Address:	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue
City/State/Zip:	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301
Phone:	7543214257	7543214257	7543214257	7543214257
Email:	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com

<sup>2</sup> This is the person to whom College Board should direct primary communications.

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

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

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

**SAT SCHOOL DAY PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized SAT test to students. Under this Schedule, ‘SAT’ will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client in administering the SAT exam during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the ‘Program’). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students (‘Participating Grade’). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

**II. SCOPE**

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

1. **Materials for Students:**
  - a. **SAT Student Guide.**
  - b. **SAT test materials (test booklets).**
  - c. **Student Online Score Report, delivered via College Board website.**
  - d. **Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.**
  - e. **Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.**
  - f. **If Client is administering digital testing (‘Digital Testing’), students will receive online access to the Digital Testing platform and download applications, and Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.**
2. **Materials for Participating Schools:**
  - a. **Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.**
  - b. **Materials to support test administration.**
  - c. **If Client is administering Digital Testing, schools will receive online access to the Digital Testing platform and download applications, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform, and SAT SD Digital Testing Coordinator Manual (copies sent to schools based on Client’s bulk registration file; one per 10 students registered).**
3. **Reports for District:**
  - a. **Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.**
4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

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

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD

Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

- 6. Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
September 23, 2020	August 21, 2020
October 14, 2020	September 4, 2020
March 3, 2021	January 29, 2021
March 24, 2021	February 12, 2021
April 13, 2021	March 12, 2021
April 27, 2021	March 26, 2021

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

- 7. Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

- 8. SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**

- 9. SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

- 1. SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other

similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

### **SAT Data License**

**2. SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2021 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client’s use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

### **SAT Administration**

**3. SAT Test Dates and Participating Grade.** Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

<b>Participating Grade(s)</b>	<b>Primary Test Date</b>	<b>Makeup Test Date</b>
12	October 14, 2020	October 28, 2020
11, 12	March 03, 2021	April 13, 2021

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 27, 2021 Primary Test Date.

**4. Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

**5. Digital Testing Requirements** (If Client is administering Digital Testing):

- a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and

power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
- **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for schools electing Digital Testing.

6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

#### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
AMIKids - Greater Fort Lauderdale	102413	SAT School Day: March 3, 2021
AMIKids - Greater Fort Lauderdale	102413	SAT School Day: October 14, 2020
Atlantic Technical High School	100324	SAT School Day: March 3, 2021
Atlantic Technical High School	100324	SAT School Day: October 14, 2020
Blanche Ely High School	101430	SAT School Day: March 3, 2021
Blanche Ely High School	101430	SAT School Day: October 14, 2020
Boyd H Anderson High School	100479	SAT School Day: March 3, 2021
Boyd H Anderson High School	100479	SAT School Day: October 14, 2020
Broward Regional Detention Center	100409	SAT School Day: March 3, 2021
Broward Regional Detention Center	100409	SAT School Day: October 14, 2020
Broward Virtual School	100603	SAT School Day: March 3, 2021
Broward Virtual School	100603	SAT School Day: October 14, 2020
Broward Youth Treatment Center	102692	SAT School Day: March 3, 2021
Broward Youth Treatment Center	102692	SAT School Day: October 14, 2020
Charles W Flanagan High School	101424	SAT School Day: March 3, 2021
Charles W Flanagan High School	101424	SAT School Day: October 14, 2020
Coconut Creek High School	101433	SAT School Day: March 3, 2021
Coconut Creek High School	101433	SAT School Day: October 14, 2020
College Academy at Broward Community College	100343	SAT School Day: March 3, 2021
College Academy at Broward Community College	100343	SAT School Day: October 14, 2020
Cooper City High School	100286	SAT School Day: March 3, 2021
Cooper City High School	100286	SAT School Day: October 14, 2020
Coral Glades High School	100332	SAT School Day: March 3, 2021
Coral Glades High School	100332	SAT School Day: October 14, 2020
Coral Springs High School	100299	SAT School Day: March 3, 2021

Coral Springs High School	100299	SAT School Day: October 14, 2020
Cross Creek School	100849	SAT School Day: March 3, 2021
Cross Creek School	100849	SAT School Day: October 14, 2020
Cypress Bay High School	101842	SAT School Day: March 3, 2021
Cypress Bay High School	101842	SAT School Day: October 14, 2020
Cypress Run Education Center	101874	SAT School Day: March 3, 2021
Cypress Run Education Center	101874	SAT School Day: October 14, 2020
Dave Thomas Education Center West	101427	SAT School Day: March 3, 2021
Dave Thomas Education Center West	101427	SAT School Day: October 14, 2020
Deerfield Beach High School	100380	SAT School Day: March 3, 2021
Deerfield Beach High School	100380	SAT School Day: October 14, 2020
Dillard High School	100480	SAT School Day: March 3, 2021
Dillard High School	100480	SAT School Day: October 14, 2020
Everglades High School	101807	SAT School Day: March 3, 2021
Everglades High School	101807	SAT School Day: October 14, 2020
Fort Lauderdale High School	100490	SAT School Day: March 3, 2021
Fort Lauderdale High School	100490	SAT School Day: October 14, 2020
Hallandale High School	100636	SAT School Day: March 3, 2021
Hallandale High School	100636	SAT School Day: October 14, 2020
Henry D Perry Education Center	100638	SAT School Day: March 3, 2021
Henry D Perry Education Center	100638	SAT School Day: October 14, 2020
Hollywood Hills High School	100478	SAT School Day: March 3, 2021
Hollywood Hills High School	100478	SAT School Day: October 14, 2020
J P Taravella High School	100301	SAT School Day: March 3, 2021
J P Taravella High School	100301	SAT School Day: October 14, 2020
Lanier-James Education Center	100642	SAT School Day: March 3, 2021
Lanier-James Education Center	100642	SAT School Day: October 14, 2020
Lauderhill 6-12	102634	SAT School Day: March 3, 2021
Lauderhill 6-12	102634	SAT School Day: October 14, 2020
Marjory Stoneman Douglas High School	101348	SAT School Day: March 3, 2021
Marjory Stoneman Douglas High School	101348	SAT School Day: October 14, 2020
McArthur High School	101817	SAT School Day: March 3, 2021
McArthur High School	101817	SAT School Day: October 14, 2020
Millennium 6-12 Collegiate Academy	102575	SAT School Day: March 3, 2021
Millennium 6-12 Collegiate Academy	102575	SAT School Day: October 14, 2020
Miramar High School	101172	SAT School Day: March 3, 2021
Miramar High School	101172	SAT School Day: October 14, 2020
Monarch High School	100328	SAT School Day: March 3, 2021
Monarch High School	100328	SAT School Day: October 14, 2020
Northeast High School	100494	SAT School Day: March 3, 2021
Northeast High School	100494	SAT School Day: October 14, 2020
Nova High School	100496	SAT School Day: March 3, 2021
Nova High School	100496	SAT School Day: October 14, 2020
PACE Center for Girls - Broward County	102687	SAT School Day: March 3, 2021
PACE Center for Girls - Broward County	102687	SAT School Day: October 14, 2020
Piper High School	101646	SAT School Day: March 3, 2021
Piper High School	101646	SAT School Day: October 14, 2020
Plantation High School	100497	SAT School Day: March 3, 2021
Plantation High School	100497	SAT School Day: October 14, 2020
Pompano Beach High School	101550	SAT School Day: March 3, 2021
Pompano Beach High School	101550	SAT School Day: October 14, 2020
Pompano Youth Treatment Center	102693	SAT School Day: March 3, 2021
Pompano Youth Treatment Center	102693	SAT School Day: October 14, 2020
Seagull Alternative High School	100503	SAT School Day: March 3, 2021
Seagull Alternative High School	100503	SAT School Day: October 14, 2020
Sheridan Technical High School	102601	SAT School Day: March 3, 2021
Sheridan Technical High School	102601	SAT School Day: October 14, 2020
South Broward High School	100690	SAT School Day: March 3, 2021
South Broward High School	100690	SAT School Day: October 14, 2020

South Plantation High School	101413	SAT School Day: March 3, 2021
South Plantation High School	101413	SAT School Day: October 14, 2020
Stranahan High School	100498	SAT School Day: March 3, 2021
Stranahan High School	100498	SAT School Day: October 14, 2020
West Broward High School	102181	SAT School Day: March 3, 2021
West Broward High School	102181	SAT School Day: October 14, 2020
Western High School	100476	SAT School Day: March 3, 2021
Western High School	100476	SAT School Day: October 14, 2020
Whiddon-Rogers Education Center	100482	SAT School Day: March 3, 2021
Whiddon-Rogers Education Center	100482	SAT School Day: October 14, 2020
Whispering Pines School	101490	SAT School Day: March 3, 2021
Whispering Pines School	101490	SAT School Day: October 14, 2020
William T McFatter Technical High School	100344	SAT School Day: March 3, 2021
William T McFatter Technical High School	100344	SAT School Day: October 14, 2020

## V. FEE CALCULATION

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: SAT School Day with PSAT 8/9, and PN and/or P10		Multi-Assessment Pricing: <ul style="list-style-type: none"> <li>SAT School Day with either PN</li> <li>or P10 or PSAT 8/9</li> <li>At least <u>two</u> grades testing for</li> <li>SAT School Day</li> </ul>	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$42.00	\$32.50	\$45.50	\$35.50
≥50% and <75%	\$38.00	\$29.50	\$43.50	\$34.50
≥75%	\$34.00	\$26.50	\$41.50	\$32.50

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

Administration Date	Deadline to submit updated enrollment
September 23, 2020	October 30, 2020
October 14, 2020	
March 3, 2021	January 29, 2021
March 24, 2021	
April 13, 2021	March 5, 2021
April 27, 2021	

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281, as noted above.



Notwithstanding the foregoing, after the administration of the assessment, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the then-current rate per student as indicated on College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>.

**3. Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the Participating Schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

**4. Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>6</sup>	Data Recipient <sup>7</sup>	Billing <sup>8</sup>	Bulk Registration (optional) <sup>9</sup>
Name:	Richard Baum	Richard Baum	Richard Baum	Richard Baum
Title:	Director of Assessment	Director of Assessment	Director of Assessment	Director of Assessment
Address:	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue
City/State/Zip:	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301
Phone:	7543214257	7543214257	7543214257	7543214257
Email:	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com

-State: SAT SD Volume Single (Spring/Fall):

### SAT SCHOOL DAY PROGRAM CENTRAL BILL SCHEDULE

#### I. BACKGROUND

College Board will assist Client in administering the national SAT exam during a school day. Under this Schedule, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. Under this Schedule the financial obligation is shifted from the Participating Schools to Client which may result in greater access for students to the SAT. College Board will assist Client in administering the SAT exam during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

#### II. SCOPE

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

##### 1. Materials for Students:

<sup>6</sup> This is the person to whom College Board should direct primary communications.

<sup>7</sup> This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

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

<sup>9</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

- a. **SAT Student Guide.**
  - b. **SAT test materials (test booklets).**
  - c. **Student Online Score Report, delivered via College Board website.**
  - d. **Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.**
  - e. **Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.**
  - f. **If Client is administering digital testing ('Digital Testing'), students will receive online access to the Digital Testing platform and download applications, and Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.**
2. **Materials for Participating Schools:**
- a. **Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.**
  - b. **Materials to support test administration.**
  - c. If Client is administering Digital Testing, schools will receive online access to the Digital Testing platform and download applications, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform, and SAT SD Digital Testing Coordinator Manual (copies sent to schools based on Client's bulk registration file; one per 10 students registered).
3. **Reports for District:**
- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

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

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
September 23, 2020	August 21, 2020
October 14, 2020	September 4, 2020
March 3, 2021	January 29, 2021
March 24, 2021	February 12, 2021
April 13, 2021	March 12, 2021

April 27, 2021	March 26, 2021
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In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

7. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any participating school where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**

9. **SAT School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

#### SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2021 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.

- 2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

### SAT Administration

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

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	October 14, 2020	October 28, 2020
11, 12	March 03, 2021	April 13, 2021

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 27, 2021 Primary Test Date.

4. **Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. Participants will follow the guidelines on the SAT website and in student materials sent by College Board. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. **Digital Testing Requirements** (If Client is administering Digital Testing):

- a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
  - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
  - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
  - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for schools electing Digital Testing.

6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete

testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

#### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
AMIKids - Greater Fort Lauderdale	102413	SAT School Day: March 3, 2021
AMIKids - Greater Fort Lauderdale	102413	SAT School Day: October 14, 2020
Atlantic Technical High School	100324	SAT School Day: March 3, 2021
Atlantic Technical High School	100324	SAT School Day: October 14, 2020
Blanche Ely High School	101430	SAT School Day: March 3, 2021
Blanche Ely High School	101430	SAT School Day: October 14, 2020
Boyd H Anderson High School	100479	SAT School Day: March 3, 2021
Boyd H Anderson High School	100479	SAT School Day: October 14, 2020
Broward Regional Detention Center	100409	SAT School Day: March 3, 2021
Broward Regional Detention Center	100409	SAT School Day: October 14, 2020
Broward Virtual School	100603	SAT School Day: March 3, 2021
Broward Virtual School	100603	SAT School Day: October 14, 2020
Broward Youth Treatment Center	102692	SAT School Day: March 3, 2021
Broward Youth Treatment Center	102692	SAT School Day: October 14, 2020
Charles W Flanagan High School	101424	SAT School Day: March 3, 2021
Charles W Flanagan High School	101424	SAT School Day: October 14, 2020
Coconut Creek High School	101433	SAT School Day: March 3, 2021
Coconut Creek High School	101433	SAT School Day: October 14, 2020
College Academy at Broward Community College	100343	SAT School Day: March 3, 2021
College Academy at Broward Community College	100343	SAT School Day: October 14, 2020
Cooper City High School	100286	SAT School Day: March 3, 2021
Cooper City High School	100286	SAT School Day: October 14, 2020
Coral Glades High School	100332	SAT School Day: March 3, 2021
Coral Glades High School	100332	SAT School Day: October 14, 2020
Coral Springs High School	100299	SAT School Day: March 3, 2021
Coral Springs High School	100299	SAT School Day: October 14, 2020
Cross Creek School	100849	SAT School Day: March 3, 2021
Cross Creek School	100849	SAT School Day: October 14, 2020
Cypress Bay High School	101842	SAT School Day: March 3, 2021
Cypress Bay High School	101842	SAT School Day: October 14, 2020
Cypress Run Education Center	101874	SAT School Day: March 3, 2021
Cypress Run Education Center	101874	SAT School Day: October 14, 2020
Dave Thomas Education Center West	101427	SAT School Day: March 3, 2021
Dave Thomas Education Center West	101427	SAT School Day: October 14, 2020
Deerfield Beach High School	100380	SAT School Day: March 3, 2021
Deerfield Beach High School	100380	SAT School Day: October 14, 2020
Dillard High School	100480	SAT School Day: March 3, 2021
Dillard High School	100480	SAT School Day: October 14, 2020
Everglades High School	101807	SAT School Day: March 3, 2021
Everglades High School	101807	SAT School Day: October 14, 2020
Fort Lauderdale High School	100490	SAT School Day: March 3, 2021
Fort Lauderdale High School	100490	SAT School Day: October 14, 2020
Hallandale High School	100636	SAT School Day: March 3, 2021
Hallandale High School	100636	SAT School Day: October 14, 2020
Henry D Perry Education Center	100638	SAT School Day: March 3, 2021
Henry D Perry Education Center	100638	SAT School Day: October 14, 2020

Hollywood Hills High School	100478	SAT School Day: March 3, 2021
Hollywood Hills High School	100478	SAT School Day: October 14, 2020
J P Taravella High School	100301	SAT School Day: March 3, 2021
J P Taravella High School	100301	SAT School Day: October 14, 2020
Lanier-James Education Center	100642	SAT School Day: March 3, 2021
Lanier-James Education Center	100642	SAT School Day: October 14, 2020
Lauderhill 6-12	102634	SAT School Day: March 3, 2021
Lauderhill 6-12	102634	SAT School Day: October 14, 2020
Marjory Stoneman Douglas High School	101348	SAT School Day: March 3, 2021
Marjory Stoneman Douglas High School	101348	SAT School Day: October 14, 2020
McArthur High School	101817	SAT School Day: March 3, 2021
McArthur High School	101817	SAT School Day: October 14, 2020
Millennium 6-12 Collegiate Academy	102575	SAT School Day: March 3, 2021
Millennium 6-12 Collegiate Academy	102575	SAT School Day: October 14, 2020
Miramar High School	101172	SAT School Day: March 3, 2021
Miramar High School	101172	SAT School Day: October 14, 2020
Monarch High School	100328	SAT School Day: March 3, 2021
Monarch High School	100328	SAT School Day: October 14, 2020
Northeast High School	100494	SAT School Day: March 3, 2021
Northeast High School	100494	SAT School Day: October 14, 2020
Nova High School	100496	SAT School Day: March 3, 2021
Nova High School	100496	SAT School Day: October 14, 2020
PACE Center for Girls - Broward County	102687	SAT School Day: March 3, 2021
PACE Center for Girls - Broward County	102687	SAT School Day: October 14, 2020
Piper High School	101646	SAT School Day: March 3, 2021
Piper High School	101646	SAT School Day: October 14, 2020
Plantation High School	100497	SAT School Day: March 3, 2021
Plantation High School	100497	SAT School Day: October 14, 2020
Pompano Beach High School	101550	SAT School Day: March 3, 2021
Pompano Beach High School	101550	SAT School Day: October 14, 2020
Pompano Youth Treatment Center	102693	SAT School Day: March 3, 2021
Pompano Youth Treatment Center	102693	SAT School Day: October 14, 2020
Seagull Alternative High School	100503	SAT School Day: March 3, 2021
Seagull Alternative High School	100503	SAT School Day: October 14, 2020
Sheridan Technical High School	102601	SAT School Day: March 3, 2021
Sheridan Technical High School	102601	SAT School Day: October 14, 2020
South Broward High School	100690	SAT School Day: March 3, 2021
South Broward High School	100690	SAT School Day: October 14, 2020
South Plantation High School	101413	SAT School Day: March 3, 2021
South Plantation High School	101413	SAT School Day: October 14, 2020
Stranahan High School	100498	SAT School Day: March 3, 2021
Stranahan High School	100498	SAT School Day: October 14, 2020
West Broward High School	102181	SAT School Day: March 3, 2021
West Broward High School	102181	SAT School Day: October 14, 2020
Western High School	100476	SAT School Day: March 3, 2021
Western High School	100476	SAT School Day: October 14, 2020
Whiddon-Rogers Education Center	100482	SAT School Day: March 3, 2021
Whiddon-Rogers Education Center	100482	SAT School Day: October 14, 2020
Whispering Pines School	101490	SAT School Day: March 3, 2021
Whispering Pines School	101490	SAT School Day: October 14, 2020
William T McFatter Technical High School	100344	SAT School Day: March 3, 2021
William T McFatter Technical High School	100344	SAT School Day: October 14, 2020

## V. FEE CALCULATION

**1. Fees and Payment.** Client agrees to pay College Board \$68.00 for SAT with Essay or \$52.00 for SAT (without Essay) for each Participant tested under this Schedule who does not qualify for fee reduction benefits. Client agrees to pay College Board \$15 for SAT with Essay or \$8 for SAT (without Essay) for each Participant tested under this Schedule who qualifies for 'fee

reduction' benefits. Client agrees that final invoice shall be based on Client identifying the eligible Participants for fee reduction benefits in the Test Ordering Site according to College Board's established deadlines.

**2. Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the Participating Schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement.

**3. Unused Tests.** The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by Participating and non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for Participating and non-Participating Grade(s) will not incur an unused test fee.

#### VI. CLIENT CONTACT INFORMATION

	Primary <sup>10</sup>	Data Recipient <sup>11</sup>	Billing <sup>12</sup>	Bulk Registration (optional) <sup>13</sup>
Name:	Richard Baum	Richard Baum	Richard Baum	Richard Baum
Title:	Director of Assessment	Director of Assessment	Director of Assessment	Director of Assessment
Address:	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue	600 Southeast 3rd Avenue
City/State/Zip:	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33301
Phone:	7543214257	7543214257	7543214257	7543214257
Email:	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com	richard.baum@browardschools.com

:

<sup>10</sup> This is the person to whom College Board should direct primary communications.

<sup>11</sup> This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>12</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>13</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**2020-2021 Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee Without Essay - 12th Grade	September 1, 2020	August 31, 2021	2,632	\$52.00	\$136,864.00	\$136,864.00	\$0.00
SAT SD Fixed-Fee Without Essay - 11th Grade	September 1, 2020	August 31, 2021	17,815	\$52.00	\$926,380.00	\$400,837.50	\$525,542.50
SAT SD Central Bill Without Essay - 12th Grade	September 1, 2020	August 31, 2021	3,000	\$52.00	\$156,000.00	\$0.00	\$156,000.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	September 1, 2020	August 31, 2021	16,180	\$13.00	\$210,340.00	\$80,900.00	\$129,440.00

Subtotal: \$1,429,584.00

Total Discount: \$618,601.50

Total Cost: \$810,982.50

**COVID-19 Pandemic Contingency Plans.** The parties agreed and understand that due to the Covid-19 pandemic and for reasons beyond the reasonable control of either party, either party may be prohibited from delivering its obligations and/or fulfilling its responsibilities. College Board shall solely determine whether it shall be able to fulfill its obligations to offer the assessments which are the subject of this Agreement, and Client shall solely determine whether it can administer the assessment which are the subject of this Agreement. If Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in schools in accordance with this Agreement, Client shall be relieved of its obligation to pay College Board for any assessment(s) which it cannot administer because of the COVID-19 pandemic. If Client can administer an assessment to a portion of its students but not the full cohort, College Board shall provide a revised budget schedule; provided, that Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in accordance with this Agreement. Any notification to College Board of Client's inability to administer College Board assessments must be provided in advance of the schedule test date(s).

If Client has received secure test material, Client agrees to safeguard such material (including by way of example, to store in a locked office and/or cabinets, to maintain the packaging seal on the boxes) and, if requested, to return such material to College Board. Client is prohibited from administering the assessment(s) on any day, or in any manner, that is not permitted by College Board and/or to use the assessment(s) for any other purpose.

College Board will work with Client to mutually agree on a back-up administration plan and date, to the extent possible; provided, that the parties failure to agree on a backup plan shall permit the parties to immediately terminate this Agreement. Client must notify College Board in writing (with email to suffice) of its request to use a published back-up administration date in advance of the originally scheduled test date. For a SAT School Day administration, the back-up administration shall be an available make-up date. For the PSAT/NMSQT, the back-up administration shall be the Alternate Test Day – Wednesday, October 28, 2020. However, if the Client had chosen to use the PSAT/NMSQT Alternate Test Day as their primary test date, there will be no available back-up administration date. If the parties agree to administer the assessment(s) on an available back-up date, College Board shall determine in its sole discretion whether to ship Client replacement tests or whether Client shall use previously shipped unused tests. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to immediately notify College Board of the need for a test day change in time to allow delivery of test materials one week prior to the back-up administration. College Board shall use commercially reasonable efforts to timely deliver such material; provided, however, College Board shall not be responsible for the failure of any third-party shipping company to deliver such material because of delays caused by COVID-19.

College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by such delay up to one week prior to the alternate administration.

College Board reserves the right to decline to offer additional administrations beyond the published testing dates or testing windows, as may be amended by College Board.