

Agreement Between the College Board
And
The School Board of Broward County, Florida

I. This **Agreement** is entered into on April 15, 2014 by the College Board, a New York not-for-profit corporation, and **The School Board of Broward County, Florida (District)**. The purpose of this agreement is to detail the shared expectations, responsibilities, and commitments between the College Board and District with regard to establishing and supporting the AP Opportunity program.

This agreement supports a variety of activities, which aim to support the implementation of new, successful AP courses. Based on qualifying criteria established by the donor (The Michael & Susan Dell Foundation) in collaboration with the College Board, the schools indicated in Attachment A are eligible to participate in this program ("Participating Schools").

II. **Background**

All students who are academically ready for the rigor of the Advanced Placement Program (AP)—no matter their location, background, or socioeconomic status—have the right to fulfill that potential. Although the number of low-income students participating in AP has grown steadily over the last decade, there are still thousands of low-income students who are solidly prepared for the rigors of AP, but lack access to these courses.

To expand access to the AP Program for low-income students, the College Board, through a \$1.2 million grant from the Michael & Susan Dell Foundation (MSDF) is launching the AP Opportunity program. This initiative will enable over 80 schools across the nation to start 150 new AP courses in, ultimately enrolling 9,000 students, during the 2014-2017 academic school years.

III. **Criteria to Qualify**

Schools must meet the following criteria in order to participate in this initiative. A data-driven criteria was used to develop a list of schools which allows this program to focus its funding on schools with the most unmet student potential and need

- A) Must be **public high schools** in the U.S.
- B) The school **serves large numbers of low-income students**; 70% or higher of students qualify for free and reduced-price lunch.
- C) The school has **ten or more students with high potential** to be successful in college-level AP courses that were not offered at the high school in the 2012-13 academic year. *AP potential is indicated by their scores on the 2012 PSAT/NMSQT (Preliminary SAT/National Merit Scholarship Qualifying Test). For this criterion, high AP potential is defined as a 60 percent or higher likelihood of scoring a 3, 4, or 5 on the AP Exam.*

IV. **Collaborative Objectives and Acknowledgements**

District and the College Board will work together to achieve the stated objectives of this program to meet their specific school(s) circumstances. The goals and objectives shall address the following key areas:

- A. Increase teacher capacity to offer AP courses at the school. Provide professional development (PD) for teachers to enable them to successfully teach AP courses that are new to the school;
- B. Increase participation in AP courses;

- C. Establish processes for identifying students with strong potential to be successful in AP using the AP Potential™ Web-based tool, reports generated from PSAT/NMSQT data and other data available at the school (e.g. GPA, prerequisite courses, etc.).
- D. Support communications to create awareness of AP courses among students and to encourage enrollment,
- E. Encourage all students to strive for high AP achievement and to take advantage of opportunities for additional support that might be available at the school (e.g., tutoring, study sessions);
- F. Encourage all students to take the AP Exam at the culmination of the course;
- G. Ensure low-income students are taking advantage of available federal funding for their AP Exams; and
- H. Engage in an evaluation of this program to determine lessons learned and to shape the program for the future.

The College Board will evaluate the extent to which the goals and objectives are achieved following the implementation of the new AP courses.

V. Responsibilities of the Parties

A. College Board Responsibilities

- 1. To explain the AP Opportunity program, provide support in planning the program implementation for the District and provide an email box to answer questions as they arise; to manage webinars and face-to-face orientation sessions.
- 2. To manage the program to give each participating school the opportunity to fully receive the core benefits of the program.
- 3. To coordinate the registration for each teacher identified by the District as indicated in Attachment A to attend one 2014 AP Summer Institute. Part of the grant will be used to directly fund teacher participation in the 2014 AP Summer Institute.
- 4. To distribute DonorsChoose.org gift cards to teacher(s) to purchase textbooks and classroom materials. The teacher(s) will receive gift cards for AP courses in the amounts set forth in Attachment B based on the subject matter of the course.
- 5. To distribute DonorsChoose.org gift cards to participating teachers in years 2 and 3 for 25% of the amounts set forth in Attachment B based on the subject matter of the course to fund replacement materials.

District acknowledges and agrees that the College Board's obligation to fulfill the aforementioned obligations is subject to DonorsChoose.org's continued participation in the AP Opportunity program, receipt of AP Opportunity program funds and distribution of such funds to Participating Schools and teachers as prescribed under this MOU and the AP Opportunity program.

B. District Responsibilities

It is the responsibility of District to implement the strategies and tools so as to achieve the goals of this project.

A. To receive the resources to start up a new AP course(s) and for the teacher(s) to attend professional development, District shall:

- 1. Identify one or more new AP courses for which they have 10 or more students with a 60 percent likelihood of success (earning a 3, 4, or 5) by using AP Potential™. AP Potential is a research-driven, free Web-based tool that is included with the College Board's PSAT/NMSQT test. AP Potential will enable a school/district to: i) Identify students likely to succeed on AP Exams; ii) Improve access to

AP; iii) Analyze data and PSAT/NMSQT scores; iv) Ensure that no student with the potential to succeed in AP is overlooked; and v) Help make determinations as to which AP courses to offer at your school. Student data from the October 2013 PSAT/NMSQT exams can be accessed using AP Potential.

2. Commit to start up one or more new AP course(s) for students to begin taking in fall 2014, from the possibilities identified with the AP Potential tool. The new AP courses that can be funded through this AP Opportunity program are (Biology, Chemistry, Environmental Science, Physics 1 and 2, Physics C: Electricity and Magnetism, Physics C: Mechanics, Calculus AB, Calculus BC, Computer Science A, Statistics, English Language and Composition, English Literature and Composition, U.S. Government and Politics, Macroeconomics, Microeconomics, and United States History). The school must offer the new AP course(s) for three consecutive years with a minimum of 10 students per new class. List the new AP courses to be added, based on the AP Potential data from the October 2013 PSAT/NMSQT administration, in Attachment A;
3. Develop and implement a plan to offer the new AP courses in the subject(s) the school has listed in Attachment A;
4. The school administration will send a letter to all identified students with 60 percent or higher AP potential inviting them to enroll in AP course(s). In addition, the school will establish an overall enrollment policy that meets the needs of that school;
5. Identify teachers in Attachment A ("Participating AP Opportunity Teachers") who will commit to:
 - i. Hold an information session at the school to create awareness of the new AP course(s) identified in Attachment A and existing AP courses among students and to recruit students to enroll;
 - ii. Participate in a 2014 AP Summer Institute for their specific AP content area; teachers must submit a letter of commitment and register for the AP Summer Institute by April 15, 2014, to receive full tuition paid for by the College Board;
 - iii. Use the "How to Start an AP Course checklist" provided by the College Board to define the textbook and materials that will be needed for that AP course;
 - iv. Register for DonorsChoose.org and describe a project on the website, on which they can request the textbooks, supplies, and lab materials needed to start their course. Teachers will use a DonorsChoose.org gift card to fund their project; materials will be shipped directly to the school; no cash will be exchanged;
 - v. Teach the AP course(s) as identified in Attachment A starting in fall 2014; and
 - vi. Submit a syllabus for the new course(s) to AP Course Audit as required by the College Board's AP Program;
7. Encourage students to participate fully in AP, take advantage of tutoring and support that might be available, take the AP Exam, and take advantage of federal funding for the exam for low-income students.
8. Fill out a survey to provide feedback on the AP Opportunity program as part of the evaluation; and
9. Execute (or cause to be executed) any standard agreements or other documentation required to be executed in the normal course of business by other schools using AP, PSAT/NMSQT, and any other College Board programs and services referenced hereunder supplied to District separately.

VI. Term and Termination

A. Term. For schools that begin new AP courses in fall 2014, the term of this agreement will be April 15, 2014—December 31, 2019 ("Initial Term"), unless terminated earlier pursuant to Section VI. B of this

agreement. This covers time in 2014 for planning, teacher professional development, three years of offering the new AP courses, and an additional two years of evaluation using student and teacher data that is available to the College Board.

B. Termination. Each party may terminate this agreement, either with respect to the District as a whole or with respect to a Participating School upon thirty (30) days written notice to the other party: (i) upon a material breach by either party of any of its agreements, obligations, representations, warranties or undertakings contained in this agreement; or (ii) upon DonorsChoose.org's failure to use and apply AP Opportunity program Grant funds to Participating Schools as prescribed under this agreement; or (iii) without cause and for convenience.

If the school makes a decision to discontinue the new AP course following the initial year due to circumstances within the school's control (e.g. not due to teacher layoffs, teacher death, etc.), the school will be responsible for returning the cost of the AP Summer Institute to the Michael & Susan Dell Foundation (MSDF).

C. Parties' Obligations After Termination. Upon termination: Representatives from each party will meet to discuss whether the Participating Schools will continue to receive program resources and free AP professional development in the event that the parties agree to continue this collaboration following the Initial Term, the parties will enter into a separate Agreement setting forth the respective obligations of the parties to one another.

VII. Points of Contact

All notices or other communications under this agreement shall be made to the parties at their respective addresses or such other addresses as may be later designated by such party to the other in writing:

VIII. Intellectual Property

District agrees and acknowledges that all intellectual property provided under or pertaining to the agreement, including, but not limited to, the AP Exam, PSAT/NMSQT and AP Potential, and any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board intellectual property to the District.

IX. Limitation of Liability

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) resulting from or in any way related to this agreement from any cause or causes, even if such party has been advised of the possibility of such damages. Nothing herein shall be construed as a waiver by District of sovereign immunity or of any rights or limits to liability existing under Section 768.28 Florida Statutes.

X. Miscellaneous Provisions

A. Waiver. No provision of this agreement, or any breach of any provision of this agreement, may be waived unless the waiver has been expressly declared or recognized as a waiver in writing. No waiver of any breach of any provision

of this agreement shall operate as a waiver of any other provision of this agreement or as a waiver of any subsequent breaches of the same or any provision of this agreement.

B. Mutual Cooperation. The College Board and District will cooperate with each other, reasonably and in good faith, for the purposes of facilitating the performance of their respective obligations and undertakings hereunder and to further the mission of the AP Opportunity program.

C. No Third Party Rights. Nothing contained in this agreement, express or implied, establishes or creates any right in or remedy of, or any duty or obligation to, any third party.

D. Severability. In case any provision contained in this agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, such provision shall not affect any other provision of this agreement, and this agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

E. Entire Agreement. This agreement supersedes any prior oral and written proposals and communications between the College Board and District/School related to the AP Opportunity program. This agreement may not be modified unless in writing and signed by both parties hereto.

F. 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.

Agreed upon this day April 15, 2014

THE COLLEGE BOARD

By: 

Trevor Packer
Title: Senior Vice President, Advanced Placement Program

ATTEST:

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____

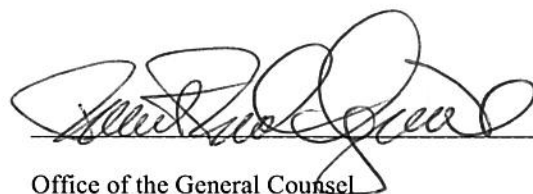
Patricia Good, Chair

___ I will serve as the campus representative for the program

X I designate the following person as our District representative:

Name: Bob McKinney
E-mail: bobmckinney@browardschools.com

Approved as to Form and Legal Content:

 03/31/14
Office of the General Counsel

Participating AP Opportunity Program Schools, AP Subjects and AP Teachers

*AP Potential data from the October 2013 PSAT/NMSQT administration is now available in the AP Potential tool.

ATTACHMENT B

Start-Up Resources per AP Course

| Course | Total |
|--------------------------------------|---------|
| Biology | \$7,840 |
| Calculus AB | \$3,200 |
| Calculus BC | \$3,200 |
| Chemistry | \$9,000 |
| Computer Science A | \$1,200 |
| English Language and Composition | \$1,800 |
| English Literature and Composition | \$1,800 |
| Environmental Science | \$7,100 |
| Macroeconomics | \$3,800 |
| Microeconomics | \$3,800 |
| Physics 1 | \$6,100 |
| Physics 2 | \$6,100 |
| Physics C: Electricity and Magnetism | \$6,100 |
| Physics C: Mechanics | \$6,100 |
| Statistics | \$3,200 |
| U.S. Government and Politics | \$1,800 |
| U.S. History | \$3,800 |