



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: September 21, 2026

Agenda Section: Consent

Agenda Item Title: The College Board

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Description: The partnership with The College Board and the South San Antonio ISD (SSAISD) provides programs and services that include exams, protocols, licenses, and materials for students. This agreement includes testing materials for the TSI- Texas Success Initiative Assessment, PSAT-I O, PSAT- 8/9, PSAT/NMSQT, and SAT.

Historical Data: The College Board has partnered with the South San Antonio ISD (SSAISD) for over five years.

Recommendation: Approve the partnership with The College Board.

Purchasing Director and Approval Date: Reviewed and approved by Victoria Cantu on 8/25/2026

Funding Budget Code and Amount: 199 E 11 6339 00 804 0 11 0 00 Amount varies on assessment (AP Exams are generally allocated \$35,000; TSI is allocated approximately \$10,000; SAT is allocated approximately \$65,000, and ACT is allocated \$10,000.)

Goal 1: Curriculum and Instruction- SSAISD will engage all students with a high-equity research based curriculum to achieve academic growth and excellence.

Goal 5- SSAISD will ensure all students graduate prepared for college, the workforce, or military service through real-world learning experiences.

Contract Review Request Form



Requestor: JennyLee Taylor

Date: 8-20-2026

Department/Campus: DOA

Please click here for information regarding TEA Requirements for criminal background checks.

Agency Name: College Board

Contract Title: Associate Director K-12 State & District Partnership

Agency Contact Name: D'Andrielle Robinson

Email: drobinson@collegeboard.org

Phone: 1-646-767-8413

Briefly summarize the specific services this contract will encompass. (2-3 sentences)

The College Board has partnered with the South San Antonio Independent School District (SSAISD) for over five years, providing programs and services that include exams, products, licenses, and materials for students. This agreement comprises five distinct sections, primarily concerning testing materials such as the TSI - Texas Success Initiative Assessment, PSAT-10, PSAT-8/9, PSAT/NMSQT, and SAT.

Contract Term Start Date: 9-1-2026

End Date: 6/30/2027

☐ new contract ☒ renewal

Estimated Contract Value: 70,000

Fund Account Name: 129116379

Org/Campus #: 804

Requestor Signature:

J Taylor

Step 2

Does this contract require board approval?

☒ Yes ☐ No

Board Date: 9/21/2026

Deputy Superintendent (or) Chief Financial Officer

Victoria Cantu

Print Name:

Victoria Cantu

Signature:

8/26/26

Date:

Procurement Notes

Procurement Review

Victoria Cantu

Procurement Director

Victoria Cantu

Signature:

8/26/26

Date:

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00040598**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is as of the date this Agreement is fully executed ("Effective Date"), by and between South San Antonio Independent School District ("Client") and College Board ("College Board").

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

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

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

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of date contract is fully executed and, unless sooner terminated as provided herein, will expire on June 30, 2027 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

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

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2025-2026 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

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

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

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

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

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

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties

(collectively, “Damages”) provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

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

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client’s failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a “Force Majeure Event”) that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board’s obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

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

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

To College Board:

K-12 Contract Management

College Board
250 Vesey Street

New York, NY 10281

Tel: (212) 713-8000

Contractsmanagement@collegeboard.org**With a copy to**

Legal Department

College Board
250 Vesey Street

New York, NY 10281

Tel: (212) 713-8000

Legalnotice@collegeboard.org**To Client:**South San Antonio
Independent School
District

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

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

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

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

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

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

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

invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client is required to provide a Client Purchase Order, College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

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

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

SOUTH SAN ANTONIO INDEPENDENT SCHOOL
DISTRICT

COLLEGE BOARD

Signature

Signature

Name

Name

Title

Title

Date

Date

PRE-AP® PROFESSIONAL DEVELOPMENT SCHEDULE**I. PROFESSIONAL DEVELOPMENT SERVICES AND MATERIALS**

The College Board shall furnish the below referenced professional development service(s) ("Services") for a period indicated below, which is mutually selected, agreed upon, and scheduled by the College Board and Client. During each Service, the College Board will provide Client's officials, teachers and administrators with instructional strategies, technical training, and associated support. The Client's purchase of the Service is intended for up to but not to exceed 28 participants (officials, teachers, or administrators) per facilitator per Service. Participants may be of the Client's choosing; however, the Client is prohibited from reselling participant seats.

Professional Development Service	Duration	Date Range	Fee

Purchaser shall be responsible for confirming that the duration, scope, and dates of the Services follow applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements. Purchaser must fully execute this Agreement to at least sixty (60) days prior to the start date of in-person Services, or thirty (30) days prior to the start date of virtual Services. College Board must receive Client's payment via purchase order, check, or credit card at least thirty (30) days prior to the start date of the Services. The College Board reserves the right to change the implementation information at any time. In the event the College Board does not receive the information required prior to the Service by the date specified by the College Board, the Service may or may not be furnished. If the College Board furnishes a Service, then the quality of the Service may or may not be affected, and the College Board shall not be responsible for any problems, issues, or effectiveness of the Services based on Purchaser's failure to provide such information on a timely basis.

II. FEES

The total fees for the Professional Development Services shall be based on the services ordered in the year.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

Costs Excluded from Fees. The fees do not cover the following costs associated with Services: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging for participants. Client shall be responsible for and pay directly the costs not covered by the fees.

III. TERMS AND CONDITIONS

Client Obligations. Client is responsible for confirming that the duration, scope, and dates of the Services are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements. Client shall choose its teachers and educators to participate in each Service; provided, however, Client is prohibited from selling seats to teachers and educators who do not work for Client to any Service.

Pre-AP Course Enrollment. Client is responsible for enrolling all schools represented in the related Pre-AP course prior to the first day of the Workshop. The College Board shall not be responsible for any problems, issues, or effectiveness of the Services based on Client's failure to complete enrollment on a timely basis.

Rescheduling and Cancellation Costs. In addition to the full cost of the Service, for Services cancelled or rescheduled less than thirty (30) days prior to the first day of in-person Services, or seven (7) days prior to the first day of virtual Services, Client shall pay College Board a fee equal to 50% of the full cost of the Service. These fees

apply to all Services in this Agreement, regardless of whether Client has received any discounts. College Board retains the right, in its sole discretion, to apply these fees for rescheduling requests.

Late Fee. If Client does not provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Service Checklist below at least thirty (30) days in advance of the first day of a scheduled Service, Client shall be subject to a late fee of 40% of the cost of the Service.

Expedited Service Request Planning Fee. If Client places an order for an in-person Service less than sixty (60) days in advance, or a virtual Service less than thirty (30) days in advance, Client shall be subject to an expedited planning fee of 40% of the cost of the Service. For expedited requests, Client must provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Service Checklist by the applicable due dates. These fees apply to all Services in this Agreement, regardless of whether Client has received any discounts. If Client requests an expedited Service, Client will only be charged the 40% expedited planning fee and will not be charged an additional fee for a late payment if Client submits the payment (i) by the payment deadline, or (ii) if less than thirty (30) days prior to the first day of the Service, with a signed copy of this Agreement.

College Board will not approve in-person Services requested less than twenty-one (21) days prior to the first day of the Services or virtual Services requested less than fourteen (14) days prior to the first day of the Services.

Participant Fee. If the number of participants present at the Service exceeds the maximum 28 participants, Client is subject to a fee of up to 20% of the total cost of the Services, and College Board reserves the right to decline furnishing the Services. This fee applies to all Services in this Agreement, regardless of whether Client has received any discounts.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, epidemic, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Entire Agreement. This Agreement, including the associated purchase order and any counterparts, is the full and entire agreement and supersedes any prior agreements between the parties relating to the subject matter hereof.

Service Checklist. Client will collect and provide College Board with the implementation information ("Implementation Information") below via this Agreement at least thirty (30) days prior to the first day of the Service, or upon execution of this Agreement if College Board is offering an expedited Service:

- **District Information.** District contact information, District Professional Development Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.
- **School Information.** School contact information, principal contact information, School Professional Development coordinator, and where applicable, information technology contact information.
- **Service Location.** Venue address to host the Services, which includes a meeting room and where applicable, audio-visual equipment.
- **Virtual Participant Information.** Client shall provide participants with registration information provided by College Board, so that participants are able to register and access College Board's virtual meeting platform for the Service. The number of participants may not exceed the maximum outlined in this Agreement, or Client will be subject to the Participant Fee outlined above. Virtual Services are not recorded for use by Client or College Board after the Service.
- **In-Person Participant Information.** The number of participants, and their subject and grade levels. Client agrees that College Board may rely on such list in determining the number of materials and consultants provided by College Board to Client at such Service. The number of participants may not exceed the maximum outlined in this Agreement, or Client will be subject to the Participant Fee outlined above.
- **Designation of Professional Development Coordinator.** Client shall designate a Professional Development coordinator who shall be College Board's principal contact and shall assist in the organization of the Service and training.

- **Information Technology Contact.** Client shall designate and shall cause each School to designate an information technology contact. Client information technology contact and the School Information Technology Contact shall address any technical issues that may arise in the course of the Service.
- **Network Access and Internet Connectivity.** Client will ensure network access and Internet connectivity during the Service for the facilitator and participants and will require Client Information Technology Contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.
- **Accommodations and Instruments.** Client shall furnish service space, instruments such as projectors, chairs and desks, and whiteboards as necessary for in-person Services, and any food or refreshments Client wishes to have onsite. All virtual participants will need to have access to an individual device that can connect to the internet.

College Board reserves the right to change the Implementation Information at any time. In the event College Board does not timely receive the Implementation Information required, College Board reserves the right to decline furnishing the Services. If College Board agrees to furnish Services without complete Implementation Information, then College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

If this Agreement includes any complimentary Services, Client may not make any substitutions.

General Disclaimer. College Board HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, CLIENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT.

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), service materials, Products, 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 ("College Board Intellectual Property") are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client. Copying, disseminating, or posting any College Board Intellectual Property on an internal or external website, including social media sites, is a breach of this Agreement.

**PSAT™ 10
SHELF SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 10 administration at its schools (“Participating Schools”) for students during a certain designated period (“Testing Window”) and what data and reports may be provided to Client through our online data portal (collectively, the “Program”).

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 10 materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide.
- b. PSAT 10 test materials delivered via College Board’s Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board’s K-12 Reporting Portal.
- c. Information about scholarship and recognition programs offered by College Board.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 below.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board’s digital test administration tool, and a downloadable PDF of the PSAT 10 testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board’s K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students’ participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board’s K-12 Reporting Portal.
- b. Access to AP Potential 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 a. full-length practice tests in Bluebook

and b. focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 10, Client agrees that it will, or will ensure each participating school will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
 - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 10.
 - d. Designate personnel to act as a Test Coordinator, SSD Coordinator (defined below), Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
 - e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
 - f. Verify and update, if necessary, the Test Coordinator name and contact information.
 - g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
 - h. Ensure that registered students are provided a link to the online PSAT 10 Student Guide (<https://satsuite.collegeboard.org/media/pdf/official-student-guide-psat-10.pdf>) **at least two weeks before the anticipated start of testing**.
 - i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
 - j. Administer the test only during the authorized Testing Window for which the school is registered.
 - k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
 - l. 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 the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.

- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- d. If 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 students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students 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://accommodations.collegeboard.org/>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, 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 Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Students 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. Test coordinators may order special test formats that best match students' accommodations.

including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.

English Learner (EL) Supports include printed translated test directions, use of approved bilingual word-to-word dictionaries, and up to time-and-one-half extended time. Text to speech for Math sections and extended time must be requested annually in SSD Online for each student seeking to use one or more of these EL Support(s).

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: a. a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ("SSOR"), b. a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and c. Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in SSOR no later than **two weeks prior to the beginning of the Testing Window.**

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to utilize College Board's Test Day Toolkit ("TDTK") application in connection with the administration of the PSAT 10. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 10 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 10 Testing Window.** Client has agreed to administer the PSAT 10 to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT 10.** The PSAT 10 will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT 10 testing publications and PSAT 10 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. 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 PSAT 10 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection

with the administration of the PSAT 10. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. Client Testing Delays. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing until later in the Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex I for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible and for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

- a. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for or to receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student and their high school and district about the students' eligibility and recognition status.
- b. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- c. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- d. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- e. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- f. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- g. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- h. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or

cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. Data Protection. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. Dedicated PSAT 10 Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- a. Step-by-step assistance with College Board online tools including the SSD System, SSOR and Test Day Toolkit (TDTK);
- b. Assistance with completing required forms such as School Code Request Form;
- c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
- d. Feedback mechanism for counselors.

Dates and Times of Service: Available three months prior to primary test date. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 10 Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT 10 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

SAT Suite Question Bank and License. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full "adaptive test panel" of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the purpose of classroom teaching and internal reporting only. The questions and answers explanation include College Board copyrighted content and may also include third-party copyrighted content which you may only use for the aforementioned purposes. Client acknowledges and agrees that there is no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner without express written permission from College Board and the owner of the third-party content.

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.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

Fees. The fee calculation for this Schedule is based on the Client selections in SSOR to the extent applicable. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 10 tests submitted. For assessment orders exceeding 50 tests, student registrations may not exceed 150% of the order volume specified in the Budget Schedule. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

XII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:		
Title:		
Address:		
City/State/Zip:		
Phone:		
Fax:		
Email:		

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.

**PSAT/NMSQT®
SHELF SCHEDULE**

II. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT^{®3} provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools (“Participating Schools”) for students during a certain designated period (“Testing Window”) and what data and reports may be provided to Client through our online data portal (collectively, the “Program”).

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

4. Materials for Students:

- a. Link to the Student Guide.
- b. PSAT/NMSQT test materials delivered via College Board’s Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board’s K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help participants understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 below.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to participants in Bluebook).

5. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to Test Day Toolkit (TDTK), College Board’s digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to participants in the digital testing platform.
- d. Materials to support participants receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual participant score reports and aggregate score reports, and downloadable student data file delivered via College Board’s K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on participants’ participation in the College Board mobile application and insights to support participant engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

³ PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
 - b. Access to AP Potential 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 a. full-length practice tests in Bluebook and b. focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students shall use the Khan Academy Prep tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each Participating School will:

- a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator (defined below), Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. 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 the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 2. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

2. Digital Testing Requirements

- e. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- f. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- g. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- h. If you are 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 students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- f. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- g. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- h. Participating Schools will collect all test books at the end of the test.
- i. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- j. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students 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://accommodations.collegeboard.org/>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, 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 Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to

report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Students 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. Test coordinators may order special test formats that best match students’ accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader’s script, such as text or prerecorded audio (MP3) via streaming.

English Learner (EL) Supports include printed translated test directions, use of approved bilingual word-to-word dictionaries, and up to time-and-one-half extended time. Text to speech for Math sections and extended time must be requested annually in SSD Online for each student seeking to use one or more of these EL Support(s).

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: a. a list of Participating Schools with their respective College Board school code online in College Board’s SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org (“SSOR”), b. a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and c. Client’s contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than two weeks prior to the beginning of the Testing Window.

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

3. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and must be completed two weeks before the test administration date.

Designated Personnel are required to utilize College Board’s Test Day Toolkit (“TDTK”) application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board’s procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing Window.** Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional

materials, unless otherwise stated in this Schedule. 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 PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the Program. Students will follow the guidelines in applicable College Board digital student materials.

3. Client Testing Delays. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing later in their Testing Window. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for and test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

- i. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for or receive its National Recognition Programs, award(s), for administration of the National Recognition Program and share information with the student, their high school and district about the students' eligibility and recognition status.
- j. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the student and their high school about the students' eligibility and recognition status.
- k. Score Reporting to Students: College Board will report to the student the score achieved on the tests which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- l. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- m. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- n. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- o. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- p. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- q. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. Data Protection. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access or promptly notifying College Board to request removal of any such access.

2. Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. Dedicated PSAT/NMSQT Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test

- Day Toolkit (TDTK);
- b. Assistance with completing required forms such as School Code Request Form;
- c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
- d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

SAT Suite Question Bank and License. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full "adaptive test panel" of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the purpose of classroom teaching and internal reporting only. The questions and answers explanation include College Board copyrighted content and may also include third-party copyrighted content which you may only use for the aforementioned purposes. Client acknowledges and agrees that there is no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner without express written permission from College Board and the owner of the third-party content.

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.

2. Student Score Report License. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the

assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

Fees. The fee calculation for this Schedule is based on the Client selections in SSOR to the extent applicable. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. For assessment orders exceeding 50 tests, student registrations may not exceed 150% of the order volume specified in the Budget Schedule. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (Client's District or State or another school) responsible for the payment of such outstanding invoices.

XII. CLIENT CONTACT INFORMATION

	Primary ⁴	Procurement ⁵
Name:		
Title:		
Address:		
City/State/Zip:		
Phone:		
Fax:		
Email:		

⁴ This is the person to whom College Board should direct primary communications.

⁵ This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.

**PSAT™ 8/9
SHELF SCHEDULE**

III. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools ("Participating Schools") for students during a certain designated period ("Testing Window") and what data and reports may be provided to Client through our online data portal (collectively, the "Program").

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 8/9 materials and information as follows:

6. Materials for Students:

- a. Link to the Student Guide.
- b. PSAT 8/9 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs offered by College Board.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached below
- e.
- f. Access to SAT Practice Tools and Support as set forth below.
- g. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

7. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 8/9 testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

8. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal
- b. Access to AP Potential 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 a. full-length practice tests in Bluebook and b. focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 8/9, Client agrees that it will, or will ensure each Participating School will:

- b) Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
- c) Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- d) Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.
- e) Designate personnel to act as a Test Coordinator, SSD Coordinator (defined below), Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
- f) Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- g) Verify and update, if necessary, the Test Coordinator name and contact information.
- h) Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- i) Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- j) Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- k) Administer the test only during the authorized Testing Window for which the school is registered.
- l) Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- m) 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 the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 - 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

4. Digital Testing Requirements

- i. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- j. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- k. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- l. If you are 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 students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- k. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- l. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- m. Participating Schools will collect all test books at the end of the test.
- n. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- o. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.

English Learner (EL) Supports include printed translated test directions, use of approved bilingual word-to-word dictionaries, and up to time-and-one-half extended time. Text to speech for Math sections and

extended time must be requested annually in SSD Online for each student seeking to use one or more of these EL Support(s).

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: a. a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ("SSOR"), b. a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and c. Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than two weeks prior to the beginning of the Testing Window.

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

5. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to utilize College Board's Test Day Toolkit ("TDTK") application in connection with the administration of the PSAT 8/9. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 8/9 Testing Window.** Client has agreed to administer the PSAT 8/9 to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT 8/9.** The PSAT 8/9 will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT 8/9 testing publications and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. 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 PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing until later in the Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 8/9 test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for and test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

- r. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- s. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- t. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- u. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- v. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- w. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- x. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

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Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

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- a. Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;
- b. Assistance with completing required forms such as School Code Request Form;
- c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
- d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

SAT Suite Question Bank and License. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full "adaptive test panel" of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the purpose of classroom teaching and internal reporting only. The questions and answers explanation include College Board copyrighted content and may also include third-party copyrighted content which you may only use for the aforementioned purposes. Client acknowledges and agrees that there is no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner without express written permission from College Board and the owner of the third-party content.

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.

2. Student Score Report License. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

Fees. The fee calculation for this Schedule is based on the Client selections in SSOR to the extent applicable. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 8/9 tests submitted. For assessment orders exceeding 50 tests, student registrations may not exceed 150% of the order volume specified in the Budget Schedule. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

XII. CLIENT CONTACT INFORMATION

	Primary ⁶	Procurement ⁷
Name:		
Title:		
Address:		
City/State/Zip:		
Phone:		
Fax:		
Email:		

⁶ This is the person to whom College Board should direct primary communications.

⁷ This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.

SAT[®] SCHOOL DAY PROGRAM SHELF SCHEDULE

IV. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ("Participating Schools") for students during a certain designated period ("Testing Window") and what SAT data and reports may be provided to Client through our online data portal (collectively, the "Program").

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish SAT School Day materials and information as follows:

9. Materials for Students:

- a. Link to the Student Guide.
- b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook[™]. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 below.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

10. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to Test Day Toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential[™] via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

11. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential 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 a. full-length practice tests in Bluebook and b. focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students 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.

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each Participating School will:

- a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator (defined below), Technology Coordinator, Technology Monitors, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online SAT Student Guide (<https://satsuite.collegeboard.org/media/pdf/sat-school-day-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. 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 the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 2. Testing may not be available in case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

6. Digital Testing Requirements.

- m. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- n. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- o. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- p. If you are 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 students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- p. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- q. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- r. Participating Schools will collect all test books at the end of the test.
- s. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- t. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students 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://accommodations.collegeboard.org/>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client allowed accommodations that prevent reportable scores 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 Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. Students 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. Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.

English Learner (EL) Supports include printed translated test directions, use of approved bilingual word-to-word dictionaries, and up to time-and-one-half extended time, Text to speech for Math sections and extended time must be requested annually in SSD Online for each student seeking to use one or more of these EL Support(s).

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: a. a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org. ("SSOR"), b. a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and c. Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in SSOR no later than **two weeks prior to the beginning of the Testing Window.**

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

7. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to utilize College Board's Test Day Toolkit (TDTK) application in connection with the administration of the SAT. Designated Personnel 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. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **SAT Testing Window.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **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 testing publications 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 from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the Program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Participating Schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing until later in the Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible and for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

- y. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT Score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
- z. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers.
- aa. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
- bb. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- cc. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
- dd. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- ee. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- ff. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S. or abroad, parents, legal guardians, or law enforcement.

- gg. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- hh. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- ii. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. Data Protection. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a

supported web browser, Transport Layer Security("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access or promptly notifying College Board to request removal of any such access.

2. Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

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

- a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);
- b. Assistance with completing required forms such as School Code Request Form;
- c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
- d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. Ownership of Intellectual Property. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from

digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. SAT Suite Question Bank and License. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full “adaptive test panel” of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the purpose of classroom teaching and internal reporting purposes only. 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 you may only use for the aforementioned purposes. Client acknowledges 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 Suite Question Bank 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.

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.

3. Student Score Report License. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports, or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

Fees. The fee calculation for this Schedule is based on Client selections in SSOR, to the extent applicable. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of SAT School Day tests submitted. For assessment orders exceeding 50 tests, student registrations may not exceed 150% of the order volume specified in the Budget Schedule.. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board’s online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (Client’s District or State or another school) responsible for the payment of such outstanding invoices.

XII. CLIENT CONTACT INFORMATION

	Primary ⁸	Procurement ⁹
Name:		
Title:		
Address:		
City/State/Zip:		
Phone:		
Fax:		
Email:		

⁸ This is the person to whom College Board should direct primary communications.

⁹ This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.

*Annex I*College Board's College and Career Readiness Educational Services

With the Covered Assessments, College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, "Educational Services").

"App" refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. "BigFuture School" as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, "Score Information") for College Board assessments including scores received by students on Covered Assessments. For the SAT Suite of Assessments, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, "Recommendations"). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9 (for those students in 9th grade). Connections is a College Board program through which students are provided information about non-profit colleges, universities, nonprofit scholarship providers, and other government agencies administering educational programs ("Eligible Institutions") and may receive preliminary offers of admission from nonprofit colleges and universities ("Participating Colleges"). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections;
- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services);
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT, PSAT10 and PSAT 8/9 assessments;
- academic participation in AP classes (included only if a student is also participating in Connections through specific AP Classroom experience); and
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, PSAT 10, PSAT 8/9 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time, using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, and by contacting College Board's customer service. Students can also

choose to remain in Connections but opt-out of individual communications channels (emails and in-App).

Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications) and by email, subject to the student providing their email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App or email to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections is created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve of the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the "College Board Collection, Use, and Disclosure of Data" section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:

- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client providing student information for this purpose, including, for example, student email address, students providing a mobile number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. **College Board does not use mobile numbers collected during Covered Assessments for any other purposes.** Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form. The purchase confirmation email will include a link to collegeboard.org/connections-tc and the opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before Client opted-out, the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of Client's opt out.
- If Client excludes its students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging and anything previously delivered may be still accessed by the student.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services, and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.

Use of Artificial Intelligence. College Board may use artificial intelligence, machine learning, and other computational methods (collectively, "AI"), including in the development and scoring of tests and for test security purposes. The use of AI is monitored and is designed to help improve efficiency and fairness.



Assessment Pricing

Assessment	Price
Advanced Placement® (AP®) Exams (including AP Seminar and AP Research)	\$99.00 per exam (2026-27)
Texas Success Initiative (TSI) Assessment (ACCUPLACER®)	\$1.75 per unit ¹
CLEP®	\$97.00 per test (2026-27)
SAT Weekend	\$68.00 per test (2026-27)
SAT School Day ²	\$60.00 per test (2026-27)
PSAT™ 8/9 ³	\$14.00 per test (2026-27)
PSAT™ 10	\$18.00 per test (2026-27)
PSAT/NMSQT®	\$18.00 per test (2026-27)

The included prices for College Board tests, services and deliverables are based on the current prices for each program/service. Prices may be subject to change based on the College Board's then-current costs, policies, and procedures.

¹ TSI is offered through agreements with the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA), and pricing is subject to the terms of those agreements, which will expire August 31, 2027. Should there be changes to either agreement, the participating institutions included under the agreement will be subject to those changes.

² A discounted rate may be applied per test through an agreement established with the TEA. Pricing is renewed on an annual basis and is subject to the terms of the agreement.

³ Low-Income and Multiple Assessment pricing adjustments may be available for PSAT-related assessments (PSAT 8/9, PSAT 10, and PSAT/NMSQT).

Texas Success Initiative Assessment TSIA 2.0 Order Form

Please complete electronically or write legibly in CAPITAL letters with blue/black ink.

Contact Person

MM/DD/YYYY (Date Needed)

Contact Email Address

Contact Telephone Number

Payment Options

Order online
within platform

Order by Email:
accuplacerorder@
collegeboard.org.

Email must include
a signed Purchase
Order.

Order by Phone
(ATB Customers)
866-607-5223
(M-F 9:00 a.m.-
5:30 p.m. ET)

Payment must be
made by credit
cards only.

Billing Information*:

Institution

Name

Job Title

Billing Email Address (to be used when sending/receiving invoices)

Address

City State Zip

Purchase Order Number

Shipping Information: (if different from billing information)

Institution

Name

Job Title

Shipping Email Address

Address

City State Zip

Submitted By

Method of Payment and Invoicing

☐ Credit Card*

☐ Signed Purchase Order**

* Credit card orders can be taken over the phone for ATB purchases ONLY. Do not email your credit card information.

** A signed Purchase Order must accompany the signed order form. Electronic billing invoices will be emailed to the billing email address specified on the Order Form.

TSIA 2 Test Units Minimum order 100 Units

System-
Approved
Price

Total Units
Ordered

Total Cost

Test Units— See below for units required to administer TSIA 2 (Item # 200090562)

\$1.75

List the institution or site where the units should be added and/or where the COMPANION tests will be administered.

Institution ID or Site ID: _____

Test	Units	Test	Units	Test	Units
TSIA 2 ELAR College Readiness Classification	1	ESL Listening	2.5	WritePlacer*	2
TSIA 2 Mathematics College Readiness Classification	1.14	ESL Reading Skills	1	WritePlacer ESL	2
TSIA 2 ELAR Diagnostic	1	ESL Sentence Meaning	1	Local Test	1
TSIA 2 Mathematics Diagnostic	1.14	ESL Language Use	1		

COMPANION™ Tests***

Paper and pencil test with two alternate forms. Please choose form and quantity.
(Answer sheet sold separately)

Price

Quantity Ordered
Form H/FQuantity Ordered
Form I/G

Total Cost

COMPANION NONREUSABLE Tests—Regular Print¹

TSIA 2 ELAR College Readiness Classification	Print using the COMPANION Online Paper Processing System on ACCUPLACER® Platform (Forms A and B)	Unit(s) consumed per test upon scoring				
TSIA 2 Mathematics College Readiness Classification						
TSIA 2 ELAR Diagnostic						
TSIA 2 Mathematics Diagnostic						
ESL — Reading Skills	Form H (Item # 140095758) Form I (Item # 140095759)	\$2.50				
ESL — Sentence Meaning	Form H (Item # 140095774) Form I (Item # 140095775)	\$2.50				
ESL — Language Use	Form H (Item # 140095766) Form I (Item # 140095767)	\$2.50				
WritePlacer	Form F (Item # 100093506) Form G (Item # 100093507)	\$6.00				
WritePlacer ESL	Form F (Item # 100093508) Form G (Item # 100093509)	\$6.00				

COMPANION Special Format REUSABLE Tests — Large Print¹

TSIA 2 ELAR College Readiness Classification	Print using the COMPANION Online Paper Processing System on ACCUPLACER Platform (Forms A and B)	Unit(s) consumed per test upon scoring				
TSIA 2 Mathematics College Readiness Classification						
TSIA 2 ELAR Diagnostic						
TSIA 2 Mathematics Diagnostic						
ESL — Reading Skills	Form H (Item # 140095760) Form I (Item # 140095761)	\$15.00				
ESL — Sentence Meaning	Form H (Item # 140095776) Form I (Item # 140095777)	\$15.00				
ESL — Language Use	Form H (Item # 140095768) Form I (Item # 140095769)	\$15.00				
WritePlacer (NONREUSABLE Test Booklet)	Form F (Item # 140095780) Form G (Item # 140095791)	\$15.00				
WritePlacer ESL (NONREUSABLE Test Booklet)	Form F (Item # 140095792) Form G (Item # 140095793)	\$15.00				

COMPANION Tests***

Paper and pencil test with two alternate forms. Please choose form and quantity.
(Answer sheet sold separately.)

Price

Quantity Ordered
A/H/FQuantity Ordered
B/I/G

Total Cost

COMPANION Special Format REUSABLE Tests — Braille (TSIA 2 titles are in UEB. ESL titles and WritePlacer are EBAAE)

Bundles include College Readiness Classification and Diagnostic tests.

TSIA 2 ELAR Bundle	Form A (Item # 200090856) Form B (Item # 200090857)	\$47.00				
TSIA 2 Mathematics Bundle	Form A (Item # 200090860) Form B (Item # 200090861)	\$47.00				
ESL — Reading Skills	Form H (Item # 140095762) Form I (Item # 140095763)	\$35.00				
ESL — Sentence Meaning	Form H (Item # 140095778) Form I (Item # 140095779)	\$35.00				
ESL — Language Use	Form H (Item # 140095770) Form I (Item # 140095771)	\$35.00				
WritePlacer	Form F (Item # 160092605) Form G (Item # 160092606)	\$35.00				
WritePlacer ESL	Form F (Item # 160092609) Form G (Item # 160092610)	\$35.00				

COMPANION Tests***

**Paper and pencil test with two alternate forms. Please choose form and quantity.
(Answer sheet sold separately.)**

Price

Quantity Ordered
Form A/H

Quantity Ordered
Form B/I

Total Cost

COMPANION Special Format REUSABLE Tests — Compact Disc (can be used as a supplement to either COMPANION Large Print or COMPANION Braille)
Bundles include College Readiness Classification and Diagnostic tests.

[illegible]

COMPANION Answer Sheets

COMPANION Answer Sheet for use with COMPANION ESL tests only.
(Item # 140095794)

Student Privacy Policy form and TSIA 2 COMPANION answer sheets can be printed using the COMPANION Online Paper Processing System on the ACCUPLACER Platform.

Price

\$1.75

FREE**Quantity Ordered****Total Cost**

☐ **COMPANION Answer Key Overlay for ESL Tests (only 1 overlay will be shipped to each institution) Item: # 160090805**

Shipping Charges	Subtotal Amount	\$0-\$20	\$20.01-\$40	\$40.01-\$70	\$70.01+	Allow 7-10 working days from receipt of order for delivery. Refer to the Shipping section under the Terms and Conditions page for information about expedited shipping costs, international orders, or orders containing 500 or more test booklets.
	Charge	\$7.00	\$8.00	\$9.00	ADD 10% of total order	

1 **COMPANION** tests (Regular and Large Print formats), Reader Scripts, and answer sheets for use with the TSIA 2 **COMPANION** tests cannot be ordered and must be downloaded from the ACCUPLACER platform. Please review the **COMPANION** Paper Processing System (COPPS) section of the **COMPANION** Administrator's Manual for further instructions.

*** Students who are administered TSIA 2 COMPANION tests should receive a copy of the COMPANION Student Privacy Policy, which can be downloaded from the ACCUPLACER platform.

Units Order Total:**COMPANION Order Total:****Shipping Total for COMPANION products:****GRAND TOTAL:**

Terms and Conditions

These terms and conditions (the "Agreement") attached to the Order Form govern the sale of TSIA 2 tests to you ("Client" or "You" or "Purchaser") by College Board. The terms and conditions in this agreement take precedence over any supplemental or conflicting terms and conditions of Purchaser (including, without limitation, on its Purchase Order). Purchaser's acceptance of the TSIA 2 tests from College Board shall be deemed to constitute acceptance of the terms and conditions contained in this agreement.

Prices

- TSIA 2 test prices are as specified above in the Order Form.

Taxes; Payment

- All prices quoted are exclusive of, and Purchaser agrees to pay, any transportation costs, import duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Purchaser agrees to indemnify and hold College Board harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof.
- Payment may be made by check, signed Purchase Order or credit card (over the phone only for ATB customers).
- Make checks payable to: College Board.
- All fees must be paid within 30 days of the invoice date. In the event of default by Purchaser, College Board shall be entitled to costs, fees and expenses relating to collection of the default payment, including but not limited to attorneys' fees, court costs and fees, and collection costs.

Orders

- All orders are subject to acceptance by College Board. Orders may not be cancelled without College Board's written consent.
- ATB orders must be submitted separately and cannot be purchased online or in conjunction with non-ATB orders. ATB units are non-transferable. Transfer of units is not permitted between non-ATB accounts and ATB accounts.
- The minimum order of TSIA 2 test units (i.e., non-COMPANION orders) is 100 units (unless ordering units for ATB).

Shipping

- Shipping charges will be added to all paper and pencil test orders as specified in the Order Form.
- International orders may be shipped via US Postal Service, UPS International, or UPS Canada Standard. You will be charged as noted below:
 - US Postal Service - \$48.00 per order flat fee
 - UPS International - \$120.00 per order flat fee to all destinations
 - UPS Canada Standard - \$20.00 per order flat fee
 - Orders shipped to Army Post Office (APO) and Fleet Post Office (FPO) addresses are sent via the U.S. Postal Service. Ground domestic shipping charges apply.
- For more information, see: <https://pages.collegeboard.org/store-help/international-orders>
- Please allow at least 2 weeks from receipt of order for domestic delivery via UPS regular ground.
- If you request a faster method of shipping, an additional cost will be added. For more information regarding the cost, see: <https://support.collegeboard.org/store-help/shipping-handling>.
- For orders containing 500 or more test booklets, call 866-807-5223 for postage. Please allow 2-3 business days from request for postage calculation.
- College Board is not liable for delays in delivery or for failure to perform due to cause beyond the reasonable control of College Board.

Refunds and Exchanges

- No refunds for purchased products.
- TSIA 2 and COMPANION paper and pencil products may be exchanged for online unit if (i) returned within 30 days of ship date. The online unit rate will be used for the exchange and (ii) the items are in new condition and in the original packaging.
- Customers are responsible for all exchange shipping costs.
- Customer Service will provide instructions for an exchange.
- Collect on Delivery (COD) shipments will not be accepted.

Other Provisions

1. General.

- Client agrees to comply with the Texas Success Initiative Assessment 2.0 Administrator's Manual available on the ACCUPLACER website (<https://accuplacer.collegeboard.org/accuplacer/pdf/tsia2-administrators-manual.pdf>) (the "Administrator's Manual") and ACCUPLACER System Software License Agreement (<https://accuplacer.collegeboard.org/accuplacer/pdf/software-license-agreement.pdf>) (the "Software License") for the administration of the TSIA 2 Tests. Both the Administrator's Manual and Software License (the "Software License") are incorporated herein by reference.

- Other than TSIA 2 and COMPANION Special Format tests that are reusable, test materials may not be copied or reproduced in whole or in part, transferred to any other party, or used for any other purpose.
 - Except during test administration, test materials must be kept in a secure, locked storage.
 - College Board may, with prior notice (email to suffice), expire test units if Client does not use the test units for 3 years or more.
- License. College Board hereby grants to Client and proctors and administrative users (collectively, "Users") a limited, non-exclusive, non-transferable, non-assignable, revocable license to access and use the ACCUPLACER System solely for its intended purpose, including, without limitation, to enable administration, scoring, and reporting of TSIA 2 tests in accordance with the Software License.
 - Client Obligations.
 - Client agrees to use and ensures that each of its Users and test takers will use the ACCUPLACER System in compliance with this Agreement, the Administrator's Manual and Software License as set forth above, and all federal, state and local laws and regulations.
 - To the extent applicable, Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with administering the TSIA 2 tests. Client shall obtain any and all consents necessary for test takers to participate in TSIA 2, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for TSIA 2 in accordance with 34 C.F.R. 99.31(a)(6)(i).
 - Client agrees to control the access of its Users to the ACCUPLACER System and will immediately revoke such access if any User ceases to be employed by the Client or is no longer appropriately authorized to access the system. College Board will not be liable in the event of access to the ACCUPLACER System by such individuals.
 - In case Client chooses to provide test takers with the option to test virtually using an ACCUPLACER-approved virtual remote proctoring company, Client acknowledges and agrees that such service will be provided solely by such remote proctoring company pursuant to an agreement with Client without any involvement of College Board.
 - Client shall be responsible for all acts or omissions of Users.
 - To the extent permitted by applicable law, Client waives all claims against, acquits and forever releases, and agrees to indemnify, defend and hold harmless, College Board, its officer(s), trustee(s), employee(s), contractor(s), and representative(s) from any losses, damages, liabilities, claims, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and litigation expenses) in connection with (i) Client's use of remote proctoring services and/or (ii) Users (iii) Client's negligence or failure to comply with the terms of this Agreement.
 - Test Taker Data Retention, and Privacy. Client shall establish and maintain a process to export test taker data from the ACCUPLACER System on a schedule to be determined by Client. Test taker data is stored in the ACCUPLACER system for a period of 5 years. Client must retain COMPANION™ answer sheets for 5 years. Client agrees to make regular backups and agrees to release College Board from any obligations to store or liability arising from any loss of test taker or test data. To perform services for Client, College Board will receive information that is provided by Client and test takers. To the extent applicable, Client has designated as "directory information" for purposes of FERPA, a student's name, address, phone number, email, date of birth, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent that the test taker data or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy. College Board may use and redisclose test taker data in accordance with the ACCUPLACER Privacy Policy, available at <https://accuplacer.collegeboard.org/accuplacer/pdf/student-privacy-policy.pdf>. Nothing in this Agreement is intended to diminish or interfere with test taker rights in their test scores, including their rights to retain and use their test scores and direct College Board to share their test scores. To the extent permitted by applicable law, College Board may use and disclose deidentified and/or aggregated test taker data, including without limitation to improve and demonstrate the effectiveness of the ACCUPLACER System, for internal research purposes, and to external researchers. College Board agrees that all test taker records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board.

5. **General Disclaimer.** COLLEGE BOARD PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, ACCUPLACER SYSTEM OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT OR ORDER FORM FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
- IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THIS AGREEMENT OR FOR THE USE OF ACCUPLACER SYSTEM FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, CLIENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY YOU.
7. **Proprietary Rights and Intellectual Property.** College Board has expended substantial time, effort, and funds to create the ACCUPLACER System. You acknowledge and agree that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in ACCUPLACER System and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content"). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted,

disseminated, sold, published, broadcast or circulated, or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Agreement without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the ACCUPLACER System or access to the ACCUPLACER website.

Except for the license expressly granted herein, Client shall have no rights to or other interests in the ACCUPLACER System. College Board reserves all rights not explicitly granted to Client under this Agreement.

8. **Force Majeure.** Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, disease-related epidemic/pandemic, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.
9. **Governing Law.** To the extent permitted by law, this Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles.
10. **Anti-Corruption Provision.** In connection with this Agreement and the administration of TSIA 2, Client represents that it shall not and shall not permit any institution using the ACCUPLACER System or TSIA2 tests pursuant to the Order Form (its "Participating Institution(s)") or any of its or their respective directors, officers, employees, agents or representatives (collectively "Representatives") to offer, pay, promise to pay, or authorize the payment of, any item of value, directly or indirectly, to any third party, including any non-U.S. official, in each case, in violation of the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and other similar anti-corruption legislation in other jurisdictions to the extent applicable to Client or its Participating Institution(s) or its or their respective Representatives.

I verify that I am authorized to approve this order on behalf of the institution. I understand and accept the terms and conditions here.

Accepted

Printed Name

Title

/ /

Authorized Signature

Date

Institution or Site ID #