



Letter of Agreement for 2007 PSAT/NMSQT® Early Participation Program

Keller Independent School District
250 Keller Parkway
Keller, TX 76248

April 25, 2007

Attention: Dr. James Veitenheimer, Superintendent of Schools

The College Board's Early Participation Program ("Early Participation Program") is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing districts with access to additional savings and associated deliverables when districts pay to engage at least one entire grade of pre-junior students in taking the PSAT/NMSQT. Shifting this financial obligation from the student to the district provides greater access for pre-junior students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

This Early Participation Program letter of agreement ("Agreement") is made as of the last date signed below, (the "Agreement"), by the College Board (the "College Board") and Keller Independent School District ("the District"). Whereas, the College Board shall furnish the PSAT/NMSQT and the following deliverables and reports ("Services and Deliverables") to the schools designated by the District in the Attachment A, List of Participating Schools ("Participating Schools"), incorporated by reference herein.

I. Description of Services and Deliverables.

Standard PSAT/NMSQT Program Deliverables

1. PSAT/NMSQT test materials (student guides and test booklets)
2. PSAT/NMSQT Score Report Plus (two copies per student)
3. *2007 Official Educator's Guide to the PSAT/NMSQT* (one per school)
4. *ScoreWrite: A Guide to Preparing for the SAT Essay* (one per school)
5. *2007 PSAT/NMSQT Official Educator Guide to Resources and Next Steps* (one copy per school)
6. School-level Summary Reports (one per school)¹
7. School-level Summary of Answers and Skills (SOAS) Reports²
8. School-level AP Potential™ access
9. My College QuickStart™ access, including MyRoad™, for high school students who take the PSAT/NMSQT

Early Participation Program Deliverables

10. Unused test fees waived for all Participating Schools
11. District-level AP Potential access for multi-high school districts
12. District-level Summary of Answers and Skills (SOAS) Report for multi-high school districts
13. District-level Student Data Disk³
14. District-level System Summary Report

¹ Available for schools testing at least 50 sophomores and 50 juniors. All other schools will receive statistical summary reports.

² For schools testing at least 25 students in a grade.

³ The District has chosen to receive electronic student data in two formats (ASCII and Microsoft Excel-friendly .CSV). An additional fee of \$50 has been applied to the total cost of the agreement. See Table, Attachment B.

The Participating Schools represent 3 high schools, with 9th, 10th and 11th grades participating (“Participating Grades”) and 6100 students. The District acknowledges that successful implementation of the Early Participation Program is contingent on the District encouraging the participation of all students within the District’s high schools. To facilitate successful implementation of the Early Participation Program, the District will require 100% of their high schools⁴ to participate under this Agreement.

II. **Term.** The College Board shall furnish the services and deliverables under this Agreement commencing June 1, 2007 and shall continue through March 31, 2008 unless otherwise terminated as provided herein.

III. **Fees.** The District shall pay the College Board the following fees in accordance with the Attachment B, Fee Calculation for Services and Deliverables, incorporated by reference herein. The District acknowledges and agrees that Participating Schools are directly responsible for fees for students whose PSAT/NMSQT answer sheets indicate that they are not in a Participating Grade. **The total fee for this Agreement is \$54,950.**

No student participating under this Agreement will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Agreement.

IV. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to all individually identifiable information collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, My College QuickStart, and the publications and reports described in Section I, including all copyrights, trademarks⁵, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively “College Board Intellectual Property”). The District acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the District.

V. **Student Reports.** The College Board hereby grants the District a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes district-wide training sessions, as long as the data used during training preserves the confidentiality of students. The District may not use or distribute the score reports externally or to third parties without the express written consent of the College Board. The College Board shall have the right to use without limitation the data collected in the performance of this Contract in normal and customary operation of the College Board.

VI. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, is confidential (“Confidential Information”), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party’s Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any

⁴ The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

⁵ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

VII. Required Information. The District shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Attachment A, List of Participating Schools; (ii) estimated student enrollment as prescribed in Attachment B, Fee Calculation For Service and Deliverables; and (iii) the District's contacts as prescribed in Attachment C, Contact Page, incorporated by reference herein. The District will use best efforts to estimate student enrollment for Participating Schools. Changes to the list of participating high schools cannot be made after **September 14, 2007**.

In the event that: (i) any schools in the District are omitted from the List of Participating Schools ("Omitted Schools"), then such schools shall not be covered under this Agreement and (ii) students in Participating Schools that incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Agreement, and no adjustments can be made to the reports furnished to District under this Agreement as outlined in Section I.

VIII. Cooperation. The parties shall cooperate fully with each other and their agents and provide all assistance as reasonably necessary for each party to perform under this Agreement, including but not limited to the District providing the College Board with: a list of participating schools and High School Codes; student enrollment for each participating grade; and prompt access to the District's personnel, documentation and other information and resources reasonably required by the College Board. The College Board's obligations under this Agreement are conditioned upon the District's fulfillment of its obligations under this Agreement and cooperation as defined herein.

IX. Authorization. The District 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 by and through a person with the authority to execute the Agreement on its behalf.

X. Force Majeure. In the event of a fire, flood, earthquake or other acts of God, war, government regulations, terrorism, civil disorder, curtailment of transportation facilities, failure to cooperate as set forth in Section VIII, or for other reasons that make it illegal for either party to perform any of its obligations under this Agreement, the obligations of each party to the other under this Agreement shall be completely cancelled and deemed null and void and neither party shall have any further obligation to the other hereunder.

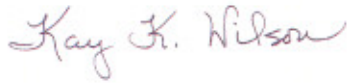
XI. Limitation of Liability. The total liability, in the aggregate, of the College Board to the District and anyone claiming by, through or under the District, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to this Agreement or the work performed by the College Board pursuant to this Agreement from any cause or causes, of the College Board shall not exceed the total compensation received by the College Board under this Agreement.

This Agreement and all attachments annexed hereto constitute the complete understanding of the parties and supersede any other prior agreements and may be supplemented, amended or revised only in writing by agreement of the parties. If the terms of this Agreement are acceptable, please sign each copy of the original, returning both copies for counter signature by the College Board. One fully executed duplicate original will be returned for your files.

April 25, 2007

If there are any other ways we can support your efforts to increase students' opportunities for post-secondary education, please let us know.

Sincerely yours,



Kay K. Wilson
Educational Manager, K-12

ACCEPTED FOR: Keller Independent School District ACCEPTED FOR: The College Board

By: Dr. James Veitenheimer
Title: Superintendent for Schools

By: Lee Jones
Title: Senior Vice President

Signature: _____

Signature _____

Date: _____

Date: _____

ATTACHMENT B FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Agreement depends solely on the total enrollment figures for the Participating Grades. The total fee will be 75% of the cost of all students enrolled in the Participating Grades. This will be a fixed fee, regardless of how many students actually take the PSAT/NMSQT examination.

Participating Grades	Enrollment
9th	2100
10th	2000
11th	2000
Total Enrollment	6100
Subtotal	\$54,900.00
Data Charge	\$50.00
Total Cost of Agreement	\$54,950.00

If the District determines, after the signing of this Agreement, that the enrollment figures provided herein are incorrect by 5% (increase or decrease), the District must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The District shall send the updated enrollment figures and references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 45 Columbus Avenue, New York, NY 10023 no later than **December 1, 2007**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the District. If enrollment figures provided by the District based on such request, differ from those provided herein, the College Board will adjust the total cost of the Agreement to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the District's enrollment figures indicated herein, the District shall remit payment to the College Board for any additional students at the full test fee of \$12.00 per student. The College Board will cooperate with the District regarding the time to remit payment for such fees.

In the event that participation falls below the District's enrollment figures indicated in this Agreement, and the District's per student cost exceeds \$14.00⁶, the portion of the fixed fee that is greater than the amount derived by multiplying the actual number of test takers by \$14.00 will be applied as a credit to the District's 2007 Early Participation Program Agreement. The District acknowledges and agrees that the College Board is not obligated to apply and the District is not entitled to receive a credit if the District does not implement a 2008 Early Participation Program agreement. The District will be notified prior to invoicing in the event a credit will be issued.

⁶ \$14.00 equals the test fee plus report and contract management costs.

**ATTACHMENT C
DISTRICT CONTACT PAGE**

I. Primary Contact

Please note the name and contact information of the person to whom the College Board should direct PRIMARY communications:

Name: Dr. Larry G. Harmon
Title: Executive Director, Curriculum and Instruction
Address: 350 Keller Parkway
City/State/Zip: Keller, TX 76248
Phone: 817-744-1054
Fax: 817-744-3547
Email: lgharmon@kellerisd.net

2. Data Recipient

Please note the name and contact information of the person to whom the College Board should send the data/data access information for this Agreement, *if different* from the above:

Name: Amanda Barrios
Title: Director of Research, Assessment, and Program Evaluation
Address: 350 Keller Parkway
City/State/Zip: Keller, TX 76248
Phone: 817-744-1058
Fax: 817-741-3547
Email: abarrios@kellerisd.net

3. Billing Contact

Please note the name and contact information of the person to whom the College Board should send the invoice for this Agreement, *if different* from the primary contact noted above:

Name: Amanda Barrios
Title: Director of Research, Assessment, and Program Evaluation
Address: 350 Keller Parkway
City/State/Zip: Keller, TX 76248
Phone: 817-744-1058
Fax: 817-741-3547
Email: abarrios@kellerisd.net

College Board Contact Information:

Kay K. Wilson
Educational Manager, K-12
The College Board
4330 S. Mopac Expressway, Suite 200
Austin, TX 78735
817-294-4647 or 512-721-1820
817-294-0889 (fax)
kwilson@collegeboard.org