



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00027339**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of **August 6, 2020** ("Effective Date"), by and between the School Board of Duval County Florida ("Client") and the College Board (the "College Board").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the 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 & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. 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 Deliverables 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 July 01, 2020 and, unless sooner terminated as provided herein, will expire on June 30, 2021 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the 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 the 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 have the College Board support Client's administration of a digital College Board assessment, the 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 the 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 Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables 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, the 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 the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Deliverables furnished during the 2020-2021 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30. The maximum indebtedness of the Client for this Agreement shall be no more than \$837,426.00



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

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

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

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. Subject to the limitations of Section 768.28, Florida Statutes and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the 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 the 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, contamination of or adverse effect on natural resources or the environment, 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 the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

College Board agrees to indemnify, hold harmless, and defend the Client 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 the Client 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, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by the negligence or willful misconduct of the Client.



8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the 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 the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the 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 the College Board to furnish the Deliverables 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. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables 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 Florida 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 Duval County, Florida (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..

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

With a copy to
Legal Department

To Client:
Diana Greene
Superintendent of Schools

College Board

College Board

Duval County Public Schools

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

1701 Prudential Drive
Jacksonville, FL 32207-8152
Tel: (904) 390-2000

Contractsmanagement@collegeboard.org

Legalnotice@collegeboard.org

Email: greened@duvalschools.org

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 products, services, and deliverables provided for under this Agreement.

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

normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

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

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 the 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 hereto, 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 Deliverable to ensure prompt payment for Deliverables 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. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

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. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the 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 the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the 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.

9.14 **Contract Administrator.** Notwithstanding anything to the contrary, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the parties, which representatives shall be as follows:

For purposes of the Client's designee for day-to-day activities, the Client's Contract Administrator shall be:

Duval County Public Schools
 Wendy Dunlap
 Director of Secondary Education
 1701 Prudential Drive
 Jacksonville, Florida 32207
 (904) 390-2000
 dunlapw@duvalschools.org

9.15 **Insurance.** Client certifies that it is self-insured pursuant to the provisions of §768.28, F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the Client in the Agreement. Client shall insure that College Board receives immediate notification of reduction in or cancellation of coverage. In no event will the District's tort liability exceed the sum of \$200,000 per person or \$300,000 per occurrence.

College Board agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit "A", which, along with any addenda thereto, is incorporated into this Agreement or Addendum by reference hereto. The term "CONTRACTOR/VENDOR" in Exhibit "A", shall mean "College Board" under this Agreement.

9.16 **Public Records Laws.** This Agreement and this Addendum shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. College Board (herein the "Contractor") understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

- a. Keep and maintain public records required by the Client (herein, the "District") in order to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW:

Duval County Public Schools
Wendy Dunlap
Director of Secondary Education
1701 Prudential Drive
Jacksonville, Florida 32207
(904) 390-2000
dunlapw@duvalschools.org

9.17 **Facsimile/Scanned Signatures and Counterparts.** This agreement may be signed via counterpart and facsimile or scanned signatures, the counterparts and facsimiles or scans of which, when taken together, shall be deemed to constitute an entire and original agreement.

9.18. **No Gratuity or Contingent Fees Policy.** It is the policy of Client to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families. College Board warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the College Board, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the College Board, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. College Board further warrants that it, nor any of its directors, employees, officers or agents, nor any of College Board's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, Client shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

9.19 **Conflicts.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the Client. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Client employee who owns, directly or indirectly, any interest in the College Board's business. Such disclosures will be in accordance with current Client policies, but will include, at a minimum, the name of the former Client employee, a list of the positions the employee held in the last two (2) years of his or her employment with the Client, and the dates the employee held those positions. By its signature of the Agreement, College Board certifies to the Client that there are no names to disclose to the Client pursuant to this section.

9.20 **Employment Eligibility.** Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the College Board (herein the "Contractor") and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2021, the Client (herein the "District"), the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If the District terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

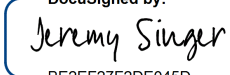
(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract.

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[Signature page to College Board's College Readiness and Success Contract #: CB-00027339]



COLLEGE BOARD

DocuSigned by:

 By: _____
BE2EF27F2DE046D...
 Name: Jeremy Singer
 Title: President
 Date: 07/17/2020

ATTEST:

**THE SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA**

By: _____
 Dr. Diana Greene,
 Superintendent of Schools
 and Ex-Officio Secretary
 to the Board

By: _____
 Warren A. Jones, Chairman

Form Approved:

Approved by the Board: August 4, 2020

By: _____
 Office of General Counsel
 (Authority: Rule 6A-1.012(11)(b), FAC)



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT^{®1} test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT[®] assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide 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 for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

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

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide (one copy sent to each school).
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

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

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

send any adjustments as prescribed in [Section V](#) (Fee Calculation). Changes to the list of Participating Schools cannot be made after **September 11, 2020**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

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

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks¹, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

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

3. PSAT/NMSQT Assessment Administration. The exam shall be administered on **October 14, 2020**. The alternate exam administration is on **October 28, 2020**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

- a. Client Testing Delays.** Participating Schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require Participating Schools to close for reasons beyond the reasonable control of such Participating Schools (for example, including, but not limited to, severe weather, extended power outages or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and Participating Schools to shift testing to the alternate Wednesday administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the Participating Schools for the alternate Wednesday administration, or should a PN Delay Event otherwise prevent the Participating Schools from administering the PSAT/NMSQT on the alternate Wednesday administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by a PN Delay Event up to one week prior to the alternate Wednesday administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the alternate Wednesday administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the alternate Wednesday administration. No additional administration of the PSAT/NMSQT will be made available after the alternate Wednesday administration. Client understands that by selecting the 2nd Wednesday as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
A Philip Randolph Academies of Technology	100734
AMIKIDS Jacksonville	100190
Andrew Jackson Senior High School	100730
Atlantic Coast High School	102320
Baldwin Middle-Senior High School	100080
Bridge to Success at West Jacksonville	102463
D U Fletcher High School	100800
Darnell-Cookman Middle School	102179
Douglas Anderson School Of Arts	100791
Duval Academy	100447
Duval Virtual Instruction Academy	102317
Edward H White High School	100752
Englewood High School	100754
First Coast High School	100741
Frank H Peterson Academy of Technology	100802
Gateway Community Services	
Girls Recovery Center	100405
Grand Park Career Center	100792
Impact Halfway House	100425
Jean Ribault Senior High School	100783
Mandarin High School	100769
Marine Science Education Center	
Pace Center for Girls Jacksonville	100073
Paxon School-Advanced Studies	100780
Pre-Trial Detention Center	100430
Robert E Lee Senior High School	100785
Samuel W Wolfson Senior High School	100799
Sandalwood Senior High School	100787
Stanton College Preparatory School	100775
Terry Parker High School	100758
Wally Green Recovery Campus	100412
Westside High School	100798
William M Raines High School	100796

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

¹ 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.

National School Lunch Program (NSLP) Percentage	Suite Pricing: PSAT/NMSQT with PSAT 8/9 and SAT School Day	Multi-Assessment Pricing: • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

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

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 30, 2020**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$17.00 per student.

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

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


VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Wendy Dunlap	Nina Briggs Tiffany Phan	Corey Wright	Nina Briggs Tiffany Phan
Title:	Director	Supervisor, Student Data Analysis & Reporting	Assistant Superintendent Accountability and Assessment	Supervisor, Student Data Analysis & Reporting
Address:	1701 Prudential Dr	1701 Prudential Dr. 1701 Prudential Drive	1701 Prudential Drive	1701 Prudential Dr. 1701 Prudential Drive
City/State/Zip:	Jacksonville, FL 32207	Jacksonville, FL 32207- Jacksonville, FL 32207-8152	Jacksonville, FL 32207-8152	Jacksonville, FL 32207- Jacksonville, FL 32207-8152
Phone:	9043902000	(904) 390-2563 (904) 348-7850	(904) 739-5212	(904) 390-2563 (904) 348-7850
Email:	dunlapw@duvalschools.org	briggsn@duvalschools.org phant@duvalschools.org	wrightc8@duvalschools.org	briggsn@duvalschools.org phant@duvalschools.org

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

² This is the person to whom College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

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

I. BACKGROUND

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

II. SCOPE

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

1. Materials for Students:

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

2. Materials for Schools:

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

3. Reports for District:

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

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

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

III. PSAT 8/9 TERMS AND CONDITIONS

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

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

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

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

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

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

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

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.



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

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

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

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

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Duval County Public Schools	A Philip Randolph Academies of Technology	100734	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Alfred I DuPont Middle School	109188	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	AMIKIDS Jacksonville	100190	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Andrew Jackson Senior High School	100730	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Arlington Middle School	109343	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Atlantic Coast High School	102320	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Baldwin Middle-Senior High School	100080	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Baldwin Middle-Senior High School	100080	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Bridge to Success Academy	109191	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Bridge to Success at West Jacksonville	102463	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	D U Fletcher High School	100800	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Darnell-Cookman Middle School	102179	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Darnell-Cookman Middle School	102179	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Douglas Anderson School Of Arts	100791	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Duncan U Fletcher Middle School	109305	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Duval Academy	100447	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Duval Virtual Instruction Academy	102317	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Duval Virtual Instruction Academy	102317	7, 8, 9	Sep 21, 2020 - Jan 29, 2021



Duval County Public Schools	Edward H White High School	100752	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Englewood High School	100754	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	First Coast High School	100741	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Fort Caroline Middle School	109167	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Frank H Peterson Academy of Technology	100802	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Gateway Community Services		7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Girls Recovery Center	100405	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Grand Park Career Center	100792	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Grand Park Career Center	100792	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	GRASP Academy	109165	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Highlands Middle School	109186	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Impact Halfway House	100425	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	J E B Stuart Middle School	109463	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	James Weldon Johnson Middle School	109333	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Jean Ribault Middle School	109175	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Jean Ribault Senior High School	100783	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Jefferson Davis Middle School	109178	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	John E Ford Elementary School	109172	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Joseph Stilwell Middle School	109187	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Julia Landon College Preparatory and Leadership Development School	109068	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Kernan Middle School	109042	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Kirby-Smith Middle School	109345	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Lake Shore Middle School	109176	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Landmark Middle School	109171	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Lavilla School Of Arts	109168	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Mandarin High School	100769	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Mandarin Middle School	109177	7, 8, 9	Sep 21, 2020 - Jan 29, 2021



Duval County Public Schools	Marine Science Education Center		7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Marine Science Education Center		7, <8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Matthew Gilbert Middle School	109369	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Mattie Rutherford Alternative Education Center	109474	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Mayport Middle School	109360	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Northwestern Middle School	109185	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Oceanway Middle School	109174	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Pace Center for Girls Jacksonville	100073	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Paxon School-Advanced Studies	100780	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Pre-Trial Detention Center	100430	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Robert E Lee Senior High School	100785	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Samuel W Wolfson Senior High School	100799	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Sandalwood Senior High School	100787	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Southside Middle School	109170	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Stanton College Preparatory School	100775	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Terry Parker High School	100758	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Twin Lakes Academy Middle School	109173	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Wally Green Recovery Campus	100412	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Westside High School	100798	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Westview K-8 School	109190	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	William M Raines High School	100796	7, 8, 9	Sep 21, 2020 - Jan 29, 2021
Duval County Public Schools	Young Women/Men Leadership Academy	109033	7, 8, 9	Sep 21, 2020 - Jan 29, 2021

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ("Budget Schedule") and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to

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

PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

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

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

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

Administration Date	Deadline to submit updated enrollment
Sept. 2020 – Jan. 2021	October 30, 2020
Feb. 2021 – Mar. 2021	January 29, 2021
April 2021	

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

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

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


VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Wendy Dunlap	Nina Briggs Tiffany Phan	Corey Wright	Nina Briggs Tiffany Phan
Title:	Director	Supervisor, Student Data Analysis & Reporting	Assistant Superintendent Accountability and Assessment	Supervisor, Student Data Analysis & Reporting
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City/State/Zip:	Jacksonville, FL 32207	Jacksonville, FL 32207- Jacksonville, FL 32207-8152	Jacksonville, FL 32207-8152	Jacksonville, FL 32207- Jacksonville, FL 32207-8152
Phone:	9043902000	(904) 390-2563 (904) 348-7850	(904) 739-5212	(904) 390-2563 (904) 348-7850
Email:	dunlapw@duvalscho ols.org	briggsn@duvalschoo ls.org phant@duvalschoo ls.org	wrightc8@duvalschoo ls.org	briggsn@duvalschoo ls.org phant@duvalschoo ls.org

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 data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



**SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

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

II. SCOPE

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

1. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- f. If Client is administering digital testing (‘Digital Testing’), students will receive online access to the Digital Testing platform and download applications, and Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Participating Schools:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.
- c. If Client is administering Digital Testing, schools will receive online access to the Digital Testing platform and download applications, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform, and SAT SD Digital Testing Coordinator Manual (copies sent to schools based on Client’s bulk registration file; one per 10 students registered).

3. Reports for District:

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

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

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

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

that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

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

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

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

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

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

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

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

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

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

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

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

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program



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

SAT Data License

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

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

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

SAT Administration

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

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	October 14, 2020	October 28, 2020
11, 12	April 13, 2021	April 27, 2021

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

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

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

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

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

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

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
A Philip Randolph Academies of Technology	100734	SAT School Day: October 14, 2020
A Philip Randolph Academies of Technology	100734	SAT School Day: April 13, 2021
AMIKIDS Jacksonville	100190	SAT School Day: October 14, 2020
AMIKIDS Jacksonville	100190	SAT School Day: April 13, 2021
Andrew Jackson Senior High School	100730	SAT School Day: October 14, 2020
Andrew Jackson Senior High School	100730	SAT School Day: April 13, 2021
Atlantic Coast High School	102320	SAT School Day: April 13, 2021
Baldwin Middle-Senior High School	100080	SAT School Day: October 14, 2020
Baldwin Middle-Senior High School	100080	SAT School Day: April 13, 2021
Bridge to Success at West Jacksonville	102463	SAT School Day: October 14, 2020
Bridge to Success at West Jacksonville	102463	SAT School Day: April 13, 2021
D U Fletcher High School	100800	SAT School Day: October 14, 2020
D U Fletcher High School	100800	SAT School Day: April 13, 2021
Darnell-Cookman Middle School	102179	SAT School Day: October 14, 2020
Darnell-Cookman Middle School	102179	SAT School Day: April 13, 2021
Douglas Anderson School Of Arts	100791	SAT School Day: October 14, 2020
Douglas Anderson School Of Arts	100791	SAT School Day: April 13, 2021



Duval Academy	100447	SAT School Day: October 14, 2020
Duval Academy	100447	SAT School Day: April 13, 2021
Duval Virtual Instruction Academy	102317	SAT School Day: October 14, 2020
Duval Virtual Instruction Academy	102317	SAT School Day: April 13, 2021
Edward H White High School	100752	SAT School Day: October 14, 2020
Edward H White High School	100752	SAT School Day: April 13, 2021
Englewood High School	100754	SAT School Day: October 14, 2020
Englewood High School	100754	SAT School Day: April 13, 2021
First Coast High School	100741	SAT School Day: October 14, 2020
First Coast High School	100741	SAT School Day: April 13, 2021
Frank H Peterson Academy of Technology	100802	SAT School Day: October 14, 2020
Frank H Peterson Academy of Technology	100802	SAT School Day: April 13, 2021
Gateway Community Services		SAT School Day: October 14, 2020
Gateway Community Services		SAT School Day: April 13, 2021
Girls Recovery Center	100405	SAT School Day: October 14, 2020
Girls Recovery Center	100405	SAT School Day: April 13, 2021
Grand Park Career Center	100792	SAT School Day: October 14, 2020
Grand Park Career Center	100792	SAT School Day: April 13, 2021
Impact Halfway House	100425	SAT School Day: October 14, 2020
Impact Halfway House	100425	SAT School Day: April 13, 2021
Jean Ribault Senior High School	100783	SAT School Day: October 14, 2020
Jean Ribault Senior High School	100783	SAT School Day: April 13, 2021
Mandarin High School	100769	SAT School Day: October 14, 2020
Mandarin High School	100769	SAT School Day: April 13, 2021
Marine Science Education Center		SAT School Day: October 14, 2020
Marine Science Education Center		SAT School Day: April 13, 2021
Pace Center for Girls Jacksonville	100073	SAT School Day: October 14, 2020
Pace Center for Girls Jacksonville	100073	SAT School Day: April 13, 2021
Paxon School-Advanced Studies	100780	SAT School Day: October 14, 2020
Paxon School-Advanced Studies	100780	SAT School Day: April 13, 2021
Pre-Trial Detention Center	100430	SAT School Day: October 14, 2020
Pre-Trial Detention Center	100430	SAT School Day: April 13, 2021
Robert E Lee Senior High School	100785	SAT School Day: October 14, 2020
Robert E Lee Senior High School	100785	SAT School Day: April 13, 2021
Samuel W Wolfson Senior High School	100799	SAT School Day: October 14, 2020
Samuel W Wolfson Senior High School	100799	SAT School Day: April 13, 2021
Sandalwood Senior High School	100787	SAT School Day: October 14, 2020
Sandalwood Senior High School	100787	SAT School Day: April 13, 2021
Stanton College Preparatory School	100775	SAT School Day: October 14, 2020
Stanton College Preparatory School	100775	SAT School Day: April 13, 2021
Terry Parker High School	100758	SAT School Day: October 14, 2020
Terry Parker High School	100758	SAT School Day: April 13, 2021
Wally Green Recovery Campus	100412	SAT School Day: October 14, 2020
Wally Green Recovery Campus	100412	SAT School Day: April 13, 2021
Westside High School	100798	SAT School Day: October 14, 2020
Westside High School	100798	SAT School Day: April 13, 2021
William M Raines High School	100796	SAT School Day: October 14, 2020
William M Raines High School	100796	SAT School Day: April 13, 2021

V. FEE CALCULATION

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

‘Multi-Assessment Pricing’). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT (‘PN’) and PSAT 10 (‘P10’) are considered one assessment.

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

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

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

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

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

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

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


VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Wendy Dunlap	Nina Briggs Tiffany Phan	Corey Wright	Nina Briggs Tiffany Phan
Title:	Director	Supervisor, Student Data Analysis & Reporting	Assistant Superintendent Accountability and Assessment	Supervisor, Student Data Analysis & Reporting
Address:	1701 Prudential Dr	1701 Prudential Dr. 1701 Prudential Drive	1701 Prudential Drive	1701 Prudential Dr. 1701 Prudential Drive
City/State/Zip:	Jacksonville, FL 32207	Jacksonville, FL 32207- Jacksonville, FL 32207-8152	Jacksonville, FL 32207-8152	Jacksonville, FL 32207- Jacksonville, FL 32207-8152
Phone:	9043902000	(904) 390-2563 (904) 348-7850	(904) 739-5212	(904) 390-2563 (904) 348-7850
Email:	dunlapw@duvalscho ols.org	briggsn@duvalschools .org phant@duvalschools.o rg	wrightc8@duvalschoo ls.org	briggsn@duvalschool s.org phant@duvalschools. org

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 data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**SAT SCHOOL DAY PROGRAM
CENTRAL BILL SCHEDULE**

I. BACKGROUND

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

II. SCOPE

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

1. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- f. If Client is administering digital testing (‘Digital Testing’), students will receive online access to the Digital Testing platform and download applications, and Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Participating Schools:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.
- c. If Client is administering Digital Testing, schools will receive online access to the Digital Testing platform and download applications, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform, and SAT SD Digital Testing Coordinator Manual (copies sent to schools based on Client’s bulk registration file; one per 10 students registered).

3. Reports for District:

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

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

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



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

SAT Data License

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

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

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

SAT Administration

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

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	October 14, 2020	October 28, 2020
11, 12	April 13, 2021	April 27, 2021

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

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

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

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



Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

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

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

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

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

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

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
A Philip Randolph Academies of Technology	100734	SAT School Day: October 14, 2020
A Philip Randolph Academies of Technology	100734	SAT School Day: April 13, 2021
AMIKIDS Jacksonville	100190	SAT School Day: October 14, 2020
AMIKIDS Jacksonville	100190	SAT School Day: April 13, 2021
Andrew Jackson Senior High School	100730	SAT School Day: October 14, 2020
Andrew Jackson Senior High School	100730	SAT School Day: April 13, 2021
Atlantic Coast High School	102320	SAT School Day: April 13, 2021
Baldwin Middle-Senior High School	100080	SAT School Day: October 14, 2020
Baldwin Middle-Senior High School	100080	SAT School Day: April 13, 2021
Bridge to Success at West Jacksonville	102463	SAT School Day: October 14, 2020
Bridge to Success at West Jacksonville	102463	SAT School Day: April 13, 2021
D U Fletcher High School	100800	SAT School Day: October 14, 2020
D U Fletcher High School	100800	SAT School Day: April 13, 2021
Darnell-Cookman Middle School	102179	SAT School Day: October 14, 2020
Darnell-Cookman Middle School	102179	SAT School Day: April 13, 2021
Douglas Anderson School Of Arts	100791	SAT School Day: October 14, 2020
Douglas Anderson School Of Arts	100791	SAT School Day: April 13, 2021
Duval Academy	100447	SAT School Day: October 14, 2020
Duval Academy	100447	SAT School Day: April 13, 2021
Duval Virtual Instruction Academy	102317	SAT School Day: October 14, 2020
Duval Virtual Instruction Academy	102317	SAT School Day: April 13, 2021
Edward H White High School	100752	SAT School Day: October 14, 2020
Edward H White High School	100752	SAT School Day: April 13, 2021



Englewood High School	100754	SAT School Day: October 14, 2020
Englewood High School	100754	SAT School Day: April 13, 2021
First Coast High School	100741	SAT School Day: October 14, 2020
First Coast High School	100741	SAT School Day: April 13, 2021
Frank H Peterson Academy of Technology	100802	SAT School Day: October 14, 2020
Frank H Peterson Academy of Technology	100802	SAT School Day: April 13, 2021
Gateway Community Services		SAT School Day: October 14, 2020
Gateway Community Services		SAT School Day: April 13, 2021
Girls Recovery Center	100405	SAT School Day: October 14, 2020
Girls Recovery Center	100405	SAT School Day: April 13, 2021
Grand Park Career Center	100792	SAT School Day: October 14, 2020
Grand Park Career Center	100792	SAT School Day: April 13, 2021
Impact Halfway House	100425	SAT School Day: October 14, 2020
Impact Halfway House	100425	SAT School Day: April 13, 2021
Jean Ribault Senior High School	100783	SAT School Day: October 14, 2020
Jean Ribault Senior High School	100783	SAT School Day: April 13, 2021
Mandarin High School	100769	SAT School Day: October 14, 2020
Mandarin High School	100769	SAT School Day: April 13, 2021
Marine Science Education Center		SAT School Day: October 14, 2020
Marine Science Education Center		SAT School Day: April 13, 2021
Pace Center for Girls Jacksonville	100073	SAT School Day: October 14, 2020
Pace Center for Girls Jacksonville	100073	SAT School Day: April 13, 2021
Paxon School-Advanced Studies	100780	SAT School Day: October 14, 2020
Paxon School-Advanced Studies	100780	SAT School Day: April 13, 2021
Pre-Trial Detention Center	100430	SAT School Day: October 14, 2020
Pre-Trial Detention Center	100430	SAT School Day: April 13, 2021
Robert E Lee Senior High School	100785	SAT School Day: October 14, 2020
Robert E Lee Senior High School	100785	SAT School Day: April 13, 2021
Samuel W Wolfson Senior High School	100799	SAT School Day: October 14, 2020
Samuel W Wolfson Senior High School	100799	SAT School Day: April 13, 2021
Sandalwood Senior High School	100787	SAT School Day: October 14, 2020
Sandalwood Senior High School	100787	SAT School Day: April 13, 2021
Stanton College Preparatory School	100775	SAT School Day: October 14, 2020
Stanton College Preparatory School	100775	SAT School Day: April 13, 2021
Terry Parker High School	100758	SAT School Day: October 14, 2020
Terry Parker High School	100758	SAT School Day: April 13, 2021
Wally Green Recovery Campus	100412	SAT School Day: October 14, 2020
Wally Green Recovery Campus	100412	SAT School Day: April 13, 2021
Westside High School	100798	SAT School Day: October 14, 2020
Westside High School	100798	SAT School Day: April 13, 2021
William M Raines High School	100796	SAT School Day: October 14, 2020
William M Raines High School	100796	SAT School Day: April 13, 2021

V. FEE CALCULATION

1. Fees and Payment. Client agrees to pay College Board \$68.00 for SAT with Essay or \$52.00 for SAT (without Essay) for each Participant tested under this Schedule who does not qualify for fee reduction benefits. Client agrees to pay College Board \$15 for SAT with Essay or \$8 for SAT (without Essay) for each Participant tested under this Schedule who qualifies for 'fee reduction' benefits. Client agrees that final invoice shall be based on Client identifying the eligible Participants for fee reduction benefits in the Test Ordering Site according to College Board's established deadlines.

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



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

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Wendy Dunlap	Nina Briggs Tiffany Phan	Corey Wright	Nina Briggs Tiffany Phan
Title:	Director	Supervisor, Student Data Analysis & Reporting	Assistant Superintendent Accountability and Assessment	Supervisor, Student Data Analysis & Reporting
Address:	1701 Prudential Dr	1701 Prudential Dr. 1701 Prudential Drive	1701 Prudential Drive	1701 Prudential Dr. 1701 Prudential Drive
City/State/Zip:	Jacksonville, FL 32207	Jacksonville, FL 32207- Jacksonville, FL 32207-8152	Jacksonville, FL 32207-8152	Jacksonville, FL 32207- Jacksonville, FL 32207-8152
Phone:	9043902000	(904) 390-2563 (904) 348-7850	(904) 739-5212	(904) 390-2563 (904) 348-7850
Email:	dunlapw@duvalscho ols.org	briggsn@duvalschools .org phant@duvalschools.o rg	wrightc8@duvalschoo ls.org	briggsn@duvalschool s.org phant@duvalschools. org

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 data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2020	June 30, 2021	8,006	\$13.00	\$104,078.00	\$40,030.00	\$64,048.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2020	June 30, 2021	8,200	\$13.00	\$106,600.00	\$41,000.00	\$65,600.00
SAT SD Fixed-Fee Without Essay - 11th Grade	July 1, 2020	June 30, 2021	8,711	\$52.00	\$452,972.00	\$195,997.50	\$256,974.50
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2020	June 30, 2021	8,711	\$17.00	\$148,087.00	\$43,555.00	\$104,532.00
PSAT 8/9 EPP Fixed-Fee - 7th Grade	July 1, 2020	June 30, 2021	8,244	\$13.00	\$107,172.00	\$41,220.00	\$65,952.00
SAT SD Central Bill Without Essay - 12th Grade	July 1, 2020	June 30, 2021	500	\$52.00	\$26,000.00	\$0.00	\$26,000.00
SAT SD Fixed-Fee Without Essay - 12th Grade	July 1, 2020	June 30, 2021	8,621	\$52.00	\$448,292.00	\$193,972.50	\$254,319.50

Subtotal: \$1,393,201.00

Total Discount: \$555,775.00

Total Cost: \$837,426.00

COVID Language:

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

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

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



College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by such delay up to one week prior to the alternate administration. College Board reserves the right, in its sole discretion, to charge for any additional fees associated with rush deliveries, publication reprints or incremental support incurred within seven (7) days of the alternate administration.

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

EXHIBIT A

Insurance

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (All Subcontractors will carry their own workers' compensation insurance.) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against DCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCSB, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCSB and the DCSB's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCSB or the DCSB's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB's member, official, officer or employee for which the DCSB or the DCSB's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The DCSB and the DCSB's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCSB, identify this Agreement, and provide that DCSB shall be given no less than thirty (30) days' written notice prior to cancellation. It is the responsibility of the College Board to notify DCSB in the event of cancellation.

2. As evidence of the required Additional Insured status for DCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCSB with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than ten (10) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCSB or the DCSB's member, official, officer or employee.

E. The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCSB or the DCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCSB Approval/Disapproval. Neither approval by DCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.