

COLLEGE READINESS SYSTEM™ PRODUCTS AGREEMENT**COLLEGE BOARD CONTRACT #: 2014S-K12-23460**

THIS AGREEMENT, including all appendices, exhibits and schedules attached hereto (the "**Agreement**"), is made as of this 21th day of June, 2013 ("**Effective Date**"), by and between Pinellas County Schools ("**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 College Readiness 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 following selected services and/or deliverables ("**Deliverables**") in accordance with the applicable Schedule attached hereto and incorporated herein by this reference:

- ☒ **PSAT/NMSQT^{®1} Exam**
- ☒ **ReadiStep™ Assessment**
- ☒ **Budget Schedule**

The parties agree that purchases after the commencement date of this Agreement shall be added by a Schedule signed by both parties covering such exams, products, and/or services.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 31, 2013 and, unless sooner terminated as provided herein, will expire on June 30, 2014 ("**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**."

2.2 Termination. If either party breaches of 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, Ownership or Confidentiality provisions, 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)

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

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 services 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 services and deliverables furnished during the 2013-2014 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than 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. College Board and Client agree to be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, College Board and Client agree that Client's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as waiver of sovereign immunity by Client, nor shall anything herein be construed as consent by Client to be sued by any third party for any cause or matter arising out of or related to this Agreement.

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 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. This Agreement is governed by the laws of the State of Florida, U.S.A. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction; 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, on the seventh (7th) day following such mailing or by national courier service on the third (3rd) business day following such mailing, or if sent by facsimile on the day faxed, or if not a business day, the next succeeding business day, provided that, the facsimile is promptly confirmed 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:

K12 Contract Management
The College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 373-7951
Fax: (212) 713-8012

With a copy to:

Legal Department
The College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 713-8323
Fax: (212) 713-8036

To Client:

Judith Vigue
Director of Advanced Studies and
Academic Excellence
Pinellas County Schools
301 4th Street SW
Largo, FL 33779
Tel: (727) 588-6466
Fax:

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's, 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.

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 Client issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any License or Deliverable to ensure prompt payment for services and 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 override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Licenses or Deliverables if Client fails to issue the Client Purchase Order for such License or Deliverable, as applicable, prior to the scheduled delivery date for such License or Deliverable.

9.12 Entire Agreement. This Agreement with all attached Schedules (and any attachments to those Schedules) sets forth the entire Agreement between the College Board and Client, supersedes any and all other agreements and understandings (oral or written) between the College Board and Client concerning the subject matter of this Agreement, including without limitation any Client Purchase Order.

9.13 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.

9.14

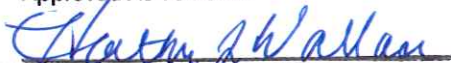
Pursuant to the terms of this Agreement, College Board is receiving from Client personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. College Board acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Client. College Board shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Client in writing. Upon termination of the Agreement, College Board shall, at the election of the Client, either destroy or return to the Client all such information in its possession, if any, and confirm the same in writing to the Client.

Notwithstanding any provision to the contrary contained in this Agreement between College Board and the Client, College Board and its officers, employees, agents, representatives, contractors and sub-contractors shall indemnify and hold the Client and its officers and employees harmless for any violation of these confidentiality covenants, including but not limited to defending the Client and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Client, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the Client arising out of the breach of this covenant by College Board or an officer, employee, agent, representative, contractor or sub-contractor of College Board shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligation under this Agreement and shall be fully binding upon College Board until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

9.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. A signature delivered by facsimile shall be considered binding for both parties.

PINELLAS COUNTY SCHOOLS**THE COLLEGE BOARD**_____
Signature_____
Carol J. Cook_____
Name_____
Chairperson_____
Title_____
Date_____
Signature_____
Thomas Higgins_____
Name_____
Senior Vice President/CFO_____
Title_____
Date

Approved As To Form:



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

I. SCOPE OF WORK

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

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports ("Services and Deliverables") to the schools designated by the Client in the Section III (List of Participating Schools) ("Participating Schools").

A. Description of Services and Deliverables.

1. Standard PSAT/NMSQT Program Deliverables

- 1.1 PSAT/NMSQT test materials (student guides and test booklets)
- 1.2 PSAT/NMSQT Score Report Plus (two copies per student)
- 1.3 Official Educator Guide to the PSAT/NMSQT (one per school)
- 1.4 School-level Summary Reports (one per school)
- 1.5 ScoreWrite: A Guide to Preparing for the SAT Essay (online access)
- 1.6 School-level Summary of Answers and Skills (SOAS) Reports
- 1.7 School-level AP Potential™ access
- 1.8 My College QuickStart™ access, including MyRoad™, for students who take the PSAT/NMSQT

2. Early Participation Program Deliverables

- 2.1 Unused test fees waived for all Participating Schools
- 2.2 District-level AP Potential access for multi-high school districts
- 2.3 District-level Summary of Answers and Skills (SOAS) Report for multi-high school districts
- 2.4 District-level Student Data Disk ²
- 2.5 District-level System Summary Report

The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools³ to participate under this Agreement.

² The data will be provided on CD-ROM in the file format specified in the College Readiness Budget Schedule. It is the responsibility of the District to share this data with Participating Schools.

II. PSAT/NMSQT TERMS AND CONDITIONS

A. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to all individually identifiable information collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, My College QuickStart, and the publications and reports described in Section I (Scope of Work), including all copyrights, trademarks⁴, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively "College Board Intellectual Property"). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

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

C. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

D. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Section III (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section IV (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section V (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section IV (Fee Calculation For Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 13, 2013**. Schools without a valid high school code must submit a high school request form by **September 2, 2013**.

In the event that: (i) any of the Client's schools are omitted from the List of Participating Schools ("Omitted Schools") or listed without valid high school codes, then such schools shall not be covered under this Schedule and (ii) students in Participating Schools that incorrectly enter a grade or fail to enter a grade on their answer sheets will

³ The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

⁴ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section I (Scope of Work).

III. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	HIGH SCHOOL CODE
Lakewood Senior High School, Saint Petersburg	101516
Countryside High School, Clearwater	100264
Pinellas Park High School, Largo	100927
Seminole Senior High School, Seminole	100928
Boca Ciega Senior High School, Saint Petersburg	101505
Tarpon Springs Senior High School, Tarpon Springs	101735
Dunedin Senior High School, Dunedin	100428
Northeast High School, Saint Petersburg	101520
Saint Petersburg Senior High School, Saint Petersburg	101530
Clearwater High School, Clearwater	100265
East Lake High School, Tarpon Springs	101739
Gibbs Senior High School, Saint Petersburg	101510
Palm Harbor University High School, Palm Harbor	100254
Largo High School, Largo	100925
Osceola High School, Seminole	101597
Dixie Hollins High School, Saint Petersburg	101507
Clearwater Intermediate School, Clearwater	PENDING
Lealman Intermediate School, Saint Petersburg	PENDING
Pinellas Virtual Full Time	PENDING

IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

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"). The total fee will be 75% of the cost of all students enrolled in the Participating Grades. This will be a fixed fee, regardless of how many students actually take the PSAT/NMSQT examination. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client has an opportunity to adjust and review the enrollment in the fall to determine their final cost.

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (increase or decrease), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 45 Columbus Avenue, New York, NY 10023 no later than **October 31, 2013**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the 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 the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$14.00 per student. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

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

**READISTEP ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. SCOPE OF WORK

The College Board's Early Participation Program ("Early Participation Program") is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The 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 Readiness exam ("Participating Grade"). Shifting this financial obligation from the student to the Client provides greater access for middle school students to the Readiness Program and initiates students' earlier entry on the road to college.

The College Board shall furnish the Readiness assessment and the following deliverables and reports ("Services and Deliverables") to the schools designated by the Client in Section III (List of Participating Schools) ("Participating Schools").

A. Description of Services and Deliverables. The Readiness assessment will be furnished by the College Board in October 2013 and will include the following Readiness Services and Deliverables:

- a) Readiness test materials (test booklets, answer sheets, and supervisor's manuals)
- b) *Official Educator Guide to the Readiness Assessment*
- c) *Using Readiness Results and Skills Insight*
- d) Student Score Report (two copies per Participating School)
- e) School-level Summary Report (one per Participating School)
- f) School and district-level Student Data Files
- g) School- and district-level Summary of Answers and Skills (SOAS) Reports

In order for the Participating Schools to receive all deliverables, answer sheets must be returned by **November 1, 2013**.

The Client acknowledges that successful implementation is contingent on the Client requiring 100% of their schools⁵ with students in the Participating Grade to participate under this Agreement.

B. Required Information. The Client shall furnish the College Board with: (i) a list of participating middle schools as prescribed in Section III (List of Participating Schools); and (ii) the Client's contacts as prescribed in Section V (Client Contact Information). The Client will use best efforts to estimate student enrollment for Participating Schools. Changes to the list of participating middle schools cannot be made after **September 13, 2013**.

In the event that: (i) any of the Client's schools are omitted from Section III (List of Participating Schools) ("Omitted Schools"), then such schools shall not be covered under this Agreement and (ii) students in Participating Schools listed on Section III (List of 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 section A, Description of Services and Deliverables.

⁵ The 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 the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

II. READISTEP TERMS AND CONDITIONS

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

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

C. **ReadStep Test Booklets.** The 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 ReadStep Test Booklets for the sole purpose of administering the ReadStep assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy ReadStep 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 ReadStep Test Booklets in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the ReadStep Test Booklets.

D. **ReadStep Assessment Administration.** Client shall comply with the any published security and administration guidelines set forth in the Supervisor's Manual for the ReadStep™ Assessment.

III. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME
Pinellas County Schools	Safety Harbor Middle School, Safety Harbor
Pinellas County Schools	Seminole Middle School, Seminole
Pinellas County Schools	Azalea Middle School, St Petersburg
Pinellas County Schools	Bay Point Middle School, St Petersburg
Pinellas County Schools	Dunedin Highland Middle School, Dunedin
Pinellas County Schools	Fitzgerald Middle School, Largo
Pinellas County Schools	Largo Middle School, Largo
Pinellas County Schools	Madeira Beach Middle School, Madeira Beach
Pinellas County Schools	Meadowlawn Middle School, St Petersburg
Pinellas County Schools	Oak Grove Middle School, Clearwater
Pinellas County Schools	Osceola Middle School, Seminole
Pinellas County Schools	Palm Harbor Middle School, Palm Harbor
Pinellas County Schools	Pinellas Park Middle School, Pinellas Park
Pinellas County Schools	Tyrone Middle School, Saint Petersburg
Pinellas County Schools	Clearwater Intermediate School, Clearwater
Pinellas County Schools	Joseph Carwise Middle School, Palm Harbor
Pinellas County Schools	John Hopkins Middle School, Saint Petersburg
Pinellas County Schools	Lealman Intermediate School, Saint Petersburg
Pinellas County Schools	Tarpon Springs Middle School, Tarpon Springs
Pinellas County Schools	Thurgood Marshall Fundmntl Middle School, Saint Petersburg
Pinellas County Schools	James Sanderlin PK-8
Pinellas County Schools	Clearwater Fundamental Middle

IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Budget Attached to this Agreement. If Client participates in both ReadStep and either the PSAT/NMSQT® Early Participation Program or SAT School Day, the total fee will be 25% of the cost of all students enrolled in the Participating Grades. This will be a fixed fee, regardless of how many students actually take the ReadStep assessment. The enrollment and Total Cost of Schedule are estimates; the Client has an opportunity to adjust and review the enrollment to determine their final cost. The Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose ReadStep answer sheets indicate that they are not in a Participating Grade.

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (increase or decrease), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: ReadStep, College Board, 45 Columbus Avenue, New York, NY 10023 no later than **October 31, 2013**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the 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 the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$8.00 per student.* The College Board will cooperate with the Client regarding the time to remit payment for such fees.

No student participating under this Agreement will be assessed an individual fee for taking the ReadStep assessment.

V. CLIENT CONTACT INFORMATION

	Primary ⁶	Data Recipient ⁷	Billing ⁸
Name:	Judith Vigue	Judith Vigue	Judith Vigue
Title:	Director of Advanced Studies and Academic Excellence	Director of Advanced Studies and Academic Excellence	Director of Advanced Studies and Academic Excellence
Address:	301 4th Street SW	301 4th Street SW	301 4th Street SW
City/State/Zip:	Largo, FL 33779	Largo, FL 33779	Largo, FL 33779
Phone:	(727) 588-6466	(727) 588-6466	(727) 588-6466
Fax:			
Email:	TOWNE-VIGUEJ@pcsb.org	TOWNE-VIGUEJ@pcsb.org	TOWNE-VIGUEJ@pcsb.org

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

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

⁸ The person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

BUDGET SCHEDULE

	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	<u>Discount</u>	<u>Total Cost</u>
<i>Initial Year: 2013-14 Products and Services</i>					
PSAT/NMSQT District Level Student	1	\$50.00	\$50.00	(\$50.00)	\$0.00
Data File - Excel Ready					
PSAT/NMSQT EPP Fixed-Fee 9th Grade	7805	\$14.00	\$109,270.00	(\$27,317.50)	\$81,952.50
ReadiStep Fixed-Fee 7th Grade	7205	\$8.00	\$57,640.00	(\$43,230.00)	\$14,410.00
ReadiStep Fixed-Fee 8th Grade	7255	\$8.00	\$58,040.00	(\$43,530.00)	\$14,510.00
<i>Sub Total for Initial Year: 2013-14 Products and Services</i>			\$225,000.00	(\$114,127.50)	\$110,872.50
<i>Total</i>			\$225,000.00	(\$114,127.50)	\$110,872.50