



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES**

Page No. 1 of 40 pages

**ISSUED BY:** Office of Contracts and Acquisitions (OCA)  
**ADDRESS:** 1200 First Street, N.E. 9<sup>th</sup> Floor  
Washington, DC 20002

**CONTRACT NO:** GAGA-2023-C-0378  
**PROGRAM OFFICE:** Office of Secondary Schools  
**CAPTION:** FY23 Fall PSAT

**SOLICITATION NO:** N/A

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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

**ACCOUNTING AND APPROPRIATION DATA:**

**CONTRACTOR:** (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)

Contractor's Name The College Board

DocuSigned by:

BY: Jeremy Singer  
Signature of Authorized Representative  
BE2EF27F2DE045D...

Print Name: Jeremy Singer  
President

Title  
09/21/2023

Date  
Mailing Address of the Contractor

250 Vesey Street  
New York, NY, 10281  
212-713-8000

Telephone No

**ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:**

Brenda Allen  
Contracting Officer

Brenda Allen  
Type or Print Name  
9/27/2023  
Date

The information contained in the box below is for District of Columbia Public Schools use only, and in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

**PERIOD OF CONTRACT:**  
Date of award through June 30, 2024.

**CONTRACT AMOUNT:** \$ \$ 107,565.38

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

B.1 The District of Columbia Public Schools (DCPS), Office of Resource Strategy, on behalf of the Office of Secondary Schools (OSS), has an immediate need for The College Board (hereafter referred to as "Contractor") to provide the annual enrollment for PSAT testing for the grades 9, 10 and 11.

**B.2 PRICE/COSTS**

B.2.1 The Contractor shall provide the required goods and or services at the price set forth in the Contractor's proposal dated July 26, 2023, incorporated as attachment J.9.

B.2.2 This is a Firm-Fixed Price type contract in accordance with 27 DCMR Chapter 24, in the amount of **\$107,565.38** for the base year.

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE CONTRACT****B.3.1 BASE YEAR: (Date of Award thru June 30, 2024)**

Contract Line-Item No. (CLIN)	Item Description	Estimated Quantity	Unit Cost (Each)	Total Estimated Price
001	PSAT 8/9 EPP Fixed-Fee – 9th Grade	4,670	\$9.44	\$44,084.80
002	PSAT/NMSQT EPP Fixed-Fee – 10 <sup>th</sup> & 11 <sup>th</sup> Grade	6718	\$9.44	\$63,417.92
Grand Total for B.3.2				\$107,565.38

B.3.1 A ***\*\*Should DCPS decide to exercise its unilateral option rights for any option year pursuant to Section F.2.1 of this contract, the parties agree that prices for each option year will be negotiated and finalized each year at ninety days prior to the expiration of the contract. Although option year prices will be negotiated, in no event shall the option year prices result in prices higher than the contractor's list price.***

***\*The district may purchase additional services and customization levels for a fee.***

B.4 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**SECTION C: SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

C.1.1 The District of Columbia Public Schools (DCPS) educates approximately 49,000 students in 111 schools and educational centers. DCPS employs about 8,000 teachers, principals, classroom aides, social workers, counselors, custodians, and other support staff who work to carry out the public education mission in the district. The district also counts amongst its facilities four other administrative locations and mission-oriented offices, such as the Central office location and support sites, warehouse, and logistics facilities.

C.1.2 DCPS supports schools in the creation of a college-going culture by offering the PSAT in school at no cost to students. The PSAT is a promoter of a college-going culture, and college-going activities lead upto and around PSAT testing day. The PSAT is also an expensive initiative to offer, and ensuring all students have access to the test will allow schools to build an inclusive college-going culture. The PSAT is a test that is valued by many colleges and universities. It is an essential precursor to the SAT,

which many colleges and universities require as part of their admissions process. The PSAT is highly predictive of students' academic preparedness in college/career and is correlated with PARCC scores. The more opportunities students must take the PSAT, the higher their scores will be due to increased experience with the assessment. We believe it is important to give students the opportunity to demonstrate mastery of content and prepare for the college application submission process, thus enhancing their educational opportunities.

The Contractor shall provide the District of Columbia Public Schools (DCPS) Office of Secondary Schools (OSS) the tests based on the annual enrollment for PSAT and the PSAT/NMSQT (the Preliminary SAT/National Merit Scholarship Qualifying Test).

**C.2 APPLICABLE DOCUMENTS Not Applicable**

**C.3 DEFINITIONS [RESERVED]**

**C.4 REQUIREMENTS/SCOPE OF SERVICES**

**C.4.1** The Contractor shall provide all goods as required in the order. DCPS will receive bulk registration labels, testbooklets, answer sheets, student guides, and coordinator manuals based on the quantity of test orders.

**C.4.2** These materials will enable DCPS to facilitate the PSAT and PSAT/NMSQT tests at the agreed-upon school sites. DCPS facilitates the PSAT test at a select list of schools as agreed upon with the Contractor. Students in the 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> grades take the PSAT or PSAT/NMSQT test.

**SECTION D: PACKAGING AND MARKING**

**D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this Contract shall be governed by clause number 6, Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be from the date of Award through June 30, 2024

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** DCPS may extend the term of this contract for a period of three one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that DCPS will give the Contractor preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit DCPS to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

**F.2.2** If DCPS exercises this option, the extended contract shall be considered to include this option

provision.

**F.2.3** The price for the option period(s) shall be as specified in Section B of the contract. In accordance with section B.3.1.A, ***\*\*Should DCPS decide to exercise its unilateral option rights for any option year pursuant to Section F.2.1 of this contract, the parties agree that prices for each option year will be negotiated and finalized each year at ninety days prior to the expiration of the contract. Although option year prices will be negotiated, in no event shall the option year prices result in prices higher than the contractor's list price.***

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

**F.3** **DELIVERABLES**

**F.3.1** The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

No.	Deliverable	Quantity	Due Date
001	PSAT 8/9 EPP- 9th Grade	4670	Before September 30, 2023
002	PSAT/NMSQT EPP- 10 <sup>th</sup> & 11 <sup>th</sup> Grade	6,718	Before September 30, 2023

**F.3.2** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5, which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

**SECTION G: CONTRACT ADMINISTRATION**

**G.1** **INVOICE PAYMENT**

**G.1.1** DCPS will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this Contract.

**G.1.2** DCPS will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2** **INVOICE SUBMITTAL**

**G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

**G.2.2** The Contractor shall submit proper invoices monthly or as otherwise specified in Section G.4.

**G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the Contractor's profile.

**G.3** **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source

Employment Agreement requirements, the final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

- G.3.2** DCPS shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4** **PAYMENT**

Payment will be based on Section B.4 Price Schedule – Fixed Price Contract and deliverables as listed in Section F.3 - Deliverables.

**G.5** **ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

**G.6** **THE QUICK PAYMENT ACT**

**G.6.1** **Interest Penalties to Contractors**

- G.6.1.1** DCPS will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:
- G.6.1.1.1** The date on which payment is due under the terms of the Contract.
- G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products.
- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
- G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product.
- G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt, and thereafter, interest penalties shall accrue on the added amount.

**G.6.2** **Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven days of receipt of any amount to the Contractor by DCPS for work performed by any subcontractor under the Contract:

**G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the Contract; or

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the non-payment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product.

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.2.3** Any amount of interest penalty that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor, and thereafter, interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the district is a party. The district may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3** **Subcontract requirements.** The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

**G.7** **CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the district only by contracting officers. The contact information for the Contracting Officer is:

Brenda Allen  
Contracting Officer  
District of Columbia Public Schools  
Contracts and Acquisitions Division  
1200 First Street, NE, 9th floor.  
Washington, DC 20002  
Phone: 202-251-2780

Email: Brenda.allen@k12.dc.gov

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this Contract.

**G.8.2** The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this Contract unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for the general administration of the Contract and advising the CO as to the Contractor's compliance or noncompliance with the Contract. The CA has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with DCPS's payment provisions and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment), and invoices or vouchers.

**G.9.2** The address and telephone number of the CA is:

Christina Rivers  
District of Columbia Public Schools  
Office of Secondary Schools  
1200 First Street, NE 12th floor  
Washington, DC 20002  
Phone: 1(202) 308.5560  
Email: christina.rivers@k12.dc.gov

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order, or task order. Only the CO shall make contractual agreements, commitments, or modifications.
2. Grant deviations from or waive any of the terms and conditions of the Contract.
3. Increase the dollar limit of the Contract or authorize work beyond the dollar limit of the Contract,
4. Authorize the expenditure of funds by the Contractor.
5. Change the period of performance; or
6. Authorize the use of DCPS property, except as specified under the Contract.

- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to DCPS, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 UNUSUAL INCIDENTS**

- H.1.1 The Contractor shall report unusual incidents by facsimile or telephone to the Contract Administrator (CA) within 24 hours of the Contractor having actual knowledge of such incident and in writing within five (5) business days. An unusual incident is an event that directly affects DCPS staff, students, or the Contractor's DC regional personnel providing services pursuant to this contract, which is significantly different from the regular routine or established procedures. Examples include but are not limited to death, injury, unexplained absence of Key Personnel, DCPS staff, or DCPS students; Contractor's DC regional staff negligence or willful misconduct in the performance of duties under this Contract; physical, sexual, or verbal abuse of any individual by DCPS or Contractor's DC regional staff; fire; complaints directly related to Contractor's performance under this Contract; requests for information from the press, attorneys, or Government officials outside of DCPS related to, or requiring information about, DCPS; and behavior requiring attention of DCPS staff not usually involved in such a situation.
- H.1.2 The initial report shall include the date, time, place, person(s) involved, and a brief description of the incident. A full written report of the unusual incident addressing steps taken to resolve the problem shall be forwarded to the CA within the five-business day period.

### **H.2 AUDITS, RECORDS, AND RECORD RETENTION**

- H.2.1 At any time or times before final payment and three years thereafter, the CO shall have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract in accordance with the Standard Contract Provisions, Attachment J.1.1.

Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within 30 days after written notification.

- H.2.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues or funds provided by the District under the contract.
- H.2.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three years after termination of the contract or if an audit has been initiated and audit findings have not been resolved at the end of three years, the records shall be retained until resolution of the audit findings or any litigation that may be based on the terms of the contract.
- H.2.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- H.2.5 The Contractor shall include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.



**H.3 PUBLICITY**

The Contractor shall not use the logo of DCPS, the District government, or any District agency in any way, including, but not limited to, in any statement, promotional materials (including on the Contractor's website), or other published materials. In addition, the Contractor shall not use the name of DCPS, the District government, or any District agency in any statement, promotional materials (including on the Contractor's website), or in any published materials in a manner which states or implies support for or an endorsement of Contractor by DCPS. Further, the Contractor shall at all times obtain prior written approval from the CA before it makes any public statement, disseminates any promotional materials, or issues any published materials bearing on the services it provides under this contract.

**H.4 CONFLICT OF INTEREST**

H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).

H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**H.5 REPRESENTATIONS AND WARRANTIES**

The Contractor represents, warrants, and agrees that it:

- (a) has the full right, power, legal capacity, and authority to enter into this Contract and to carry out its obligations hereunder;
- (b) will perform its services in a workmanlike manner;
- (c) will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder; and
- (d) is not subject to and will not enter into any contract or arrangements which preclude compliance with the provisions of this contract.

Representations and Warranties of DCPS. DCPS represents, warrants, and agrees that it has the full right, power, legal capacity, and authority to enter into this Contract and to carry out its obligations hereunder.

**H.6 WAGE RATES**

The Contractor is bound by Wage Determination No. 2015-4281, Revision No.:27 Date of Revision: 06/30/2023 (Attachment J.1.2), issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor shall be bound by the wage rates for the term of the base period of the contract. If an option period is exercised, the Contractor shall be bound by the wage rate at the time. If an option is exercised and a revised wage rate determination obtained by the CO for the option period is applicable, the Contractor may be entitled to an equitable adjustment.

**H.7 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

H.7.1 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"),

shall obtain criminal history records to investigate persons applying for employment in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers, in positions whose work requires unsupervised, direct contact with students (such as Managers of Teacher Leadership Development, or MTLDs). The Contractor shall request criminal background checks for the positions requiring criminal background checks determined by the program office.

- H.7.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the positions requiring criminal background checks determined by the program office.
- H.7.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.7.4 The Contractor shall inform all applicants requiring a traffic record check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.7.5 The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:
- (A) a written authorization that authorizes the DCPS to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
    - (i) Murder, attempted murder, manslaughter, or arson;
    - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
    - (iii) Burglary;
    - (iv) Robbery;
    - (v) Kidnapping;
    - (vi) Illegal use or possession of a firearm;
    - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
    - (viii) Child abuse or cruelty to children; or
    - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
  - (D) a written acknowledgment stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
  - (E) a written acknowledgment stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.7.6 The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.

- H.7.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
  - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.7.5(C);
  - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
  - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
  - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.7.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.7.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.7.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.7.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- H.7.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.7.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position which brings him/her into direct contact with students contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.7.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.7.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee whose position brings him/her into direct contact with students, who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

- H.7.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.7.1 and H.7.2.
- H.7.17 An employee or unsupervised volunteer whose position brings them into direct contact with students may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check. The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.7.18 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within 30 days of the determination.
- H.7.19 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person except as directed by the CO.
- H.7.20 The Contractor shall ensure that any Contractor Personnel having direct contact with students while providing service under this contract annually take the mandated reporter training offered by the DC Child and Family Services Agency (Mandated Reporter Training), which is provided for ANY person or employee (private or public) at no cost. This training can be found using the following website: <https://dc.mandatedreporter.org/Registration/Registration.action>. Additional information regarding the Mandated Reporter Training can be found by calling (202) 442-6000 or by visiting <http://cfsa.dc.gov/>. The Contractor shall ensure that Contractor Personnel report suspected instances of child abuse and neglect according to the requirements of District law and the means prescribed in the Mandated Reporter Training. The Contractor must also ensure that its representative responsible for managing this contract takes the Mandated Reporter Training annually. Copies of all Mandated Reporter Training Certificates verifying Contractor Personnel have completed training must be provided to DCPS for record keeping. The Contractor must also maintain copies of such certificates for its internal records. At any time, DCPS reserves the right to request a copy of a Mandated Reporter Training completion certificate for ANY Contractor Personnel working in direct contact with DCPS students.

## **H.8 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA, who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records.

## **H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT -NOT APPLICABLE**

- H.9.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

H.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.9.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social Security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

H.9.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.9.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with section H.9.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.9.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply.
  - (b) Referrals provided by DOES and other referral sources.
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.9.6.

H.9.6 The Contracting Officer may waive the provisions of section H.9.4 if the Contracting Officer finds that:

- (1) A good-faith effort to comply is demonstrated by the Contractor.
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.9.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the Contracting Officer determines that the Contractor is in compliance or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through the imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.9.8.

H.9.9 The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

#### **H.10 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The Key Personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified Key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall notify DCPS within one week of any substitution of Contractor's Executive Director.

#### **H.11 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

#### **H.12 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. 794 *et seq.*

#### **H.13 WAY TO WORK AMENDMENT ACT OF 2006**

H.13.1 Except as described in H.13.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, updated January 1, 2020 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006", January 1, 2022, update), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.13.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.13.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- H.13.4 The Department of Employment Services may adjust the living wage annually, and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.
- H.13.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.4 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.13.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.13.7 The payment of wages required under the Living Wage Act of 2006 (January 1, 2022, update) shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.13.8 The requirements of the Living Wage Act of 2006 (January 1, 2022 update) do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer, or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006 (January 1, 2020, update);
  - (6) An employee under 22 years of age employed during a school vacation period or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006 (January 1, 2020, update);
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia, provided that the tenant or retail establishment did not receive direct government assistance from the District;
  - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954(68A Stat. 163; 26 U.S.C. § 501(c)(3));
  - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
  - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.13.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006 (January 1, 2020 update), subject to the approval of the Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006 (January 1, 2020 update).

**SECTION I: CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP, go to <http://ocp.dc.gov>, under Quick Links, click on "Required Solicitation Documents".

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters, nor shall it disclose any such information to any other person, firm, or corporation, in accordance with the District and federal laws governing the confidentiality of records.

**I.3.1** All information obtained by the Contractor relating to any employee, students, or customers of the District of Columbia Public Schools shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records, except as set forth in this Agreement. DCPS may disclose personally identifiable information ("PII") from education records to the Contractor, and DCPS has determined Contractor has legitimate educational interests in such disclosure. To the extent applicable, all PII must be shared and safe guarded in accordance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g and 34 CFR Part 99).

**I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**I.5 RIGHTS IN DATA**

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

**A. Definitions**

1. "Products" - A deliverable under any contract that may include commodities, services, and/or technology furnished by or through the Contractor, including existing and custom Products, such as, but not limited to, a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to



commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" – The District of Columbia and its agencies.

**B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the district to perform services detailed in the contract. The district shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or third- party proprietary owner, who retains all rights, title, and interest (including patent, trademark or copyrights).

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title, and interest in Custom Product(s), whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through the Contractor.

3. Notwithstanding anything to the contrary, the district acknowledges and agrees that the PSAT/NMSQT® and PSAT™ 8/9 assessments, and all items (questions) contained therein, including all copies thereof, all examination materials are at all times exclusively owned by the Contractor, who is the exclusive owner of all rights therein, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the Contractor is passing its proprietary rights in and to PSAT/NMSQT® and PSAT™ 8/9 assessments to the district except for the license that has been granted.

**C. Transfers or Assignments of Existing or Custom Products by the District**

Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan in the course of Contractor's business. At no time shall the Contractor share any District student data without the written permission of the district.

**D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the district.

**E. Source Code Escrow**

1. For all computer software furnished to the district with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor

or affiliate shall cease to provide the maintenance or warranty services provided by the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other

3. For commercial customers, the Contractor shall either (1) provide the District with the source code for the Product; (2) place the source code in a third-party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

4. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

#### **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

#### **I.7 SUBCONTRACTS**

Except to those operational subcontractors used by the Contractors in the ordinary course of its business for the PSAT 8/9 and PSAT/NMSQT tests as set forth in this Agreement, the Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

#### **I.8 INSURANCE**

A. GENERAL REQUIREMENTS. The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO), giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed

until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by the CO.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

## B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
  - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds
  - c) A waiver of subrogation in favor of The Government of the District of Columbia
  - d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
  - e) Defense costs shall be in addition to and not erode the limits of liability.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning, or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto."
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds
- c. A waiver of subrogation in favor of The Government of the District of Columbia
- d. Defense costs shall be in addition to and not erode the limits of liability
- e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury, \$500,000 per employee for disease, and \$500,000 for policy disease limit.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of the Contractor's operations or services with a limit of \$1,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third-party and first-party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, the negligent transmission of a computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by the Contractor on behalf of The Government of the District of Columbia in the event of a data breach, including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. The Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by The Government of the District of Columbia, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

2. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative

abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation that there are no exclusions for abuse or assault & battery under the General Liability. So-called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review. **The College Board has no direct contact with students on sight. Not applicable.**

**C. SUBCONTRACTOR INSURANCE REQUIREMENTS**

Any and all subcontractors engaged by the Contractor for work under this agreement shall be required to have the same insurance required of the Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the subcontractor Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to the commencement of work by the subcontractor.

**D. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance, including any deductible or retention, maintained by the Government of the District of Columbia.

**E. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.

**F. LIABILITY.** These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

**G. CONTRACTOR'S PROPERTY.** The Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

**H. MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**I. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given 30 days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes result in the Contractor no longer complying with the above requirements. The Contractor shall provide the CO with ten days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving the Contractor at least 30 days' notice of the change. The Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

**J. CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. The Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. The Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the

insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

Yawovi Klouvi  
Senior Contract Specialist  
District of Columbia Public Schools  
Office of Chief Resource Strategy  
Contracts and Acquisitions Division  
1200 First Street, NE – 9th Floor  
Washington, DC 20002  
Phone: 202-442-5114  
E-mail: [yawovi.klouvi@k12.dc.gov](mailto:yawovi.klouvi@k12.dc.gov)

The CO may request, and the Contractor shall promptly deliver, updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party that presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.
- L. CARRIER RATINGS.** All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

**1.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**1.10 ORDER OF PRECEDENCE**

The contract awarded will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions

- (4) Contract attachments other than the Standard Contract Provisions
- (5) Contractor's Quote/Proposal

#### **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

#### **I.12 GOVERNING LAW**

This Contract and any disputes arising out of or related to this Contract shall be governed by, and construed in accordance with, the laws of the District of Columbia.

### **SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents."
<b>J.2</b>	U.S. Department of Labor Wage Determination No.: No. 2015-4281, Rev 27 dated 6/30/2023
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"
<b>J.5</b>	Way to Work Amendment Act of 2006 – 2022 Living Wage Notice available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"
<b>J.6</b>	Way to Work Amendment Act of 2006 – 2022 Living Wage Fact Sheet available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"
<b>J.7</b>	Tax Certification Affidavit available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"
<b>J.9</b>	Contractor's proposal dated July 26, 2023

## ATTACHMENT A

COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00034899

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is effective upon full execution ("Effective Date"), by and between District of Columbia Public Schools ("Client") and College Board ("College Board").

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

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

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

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term upon execution and, unless sooner terminated as provided herein, will expire on June 30, 2024 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, 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.** The Client will compensate the College Board for all Services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

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

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Services furnished during the 2023-2024 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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



**5.0 Representations and Warranties.**

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

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

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

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

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

**7.0 Indemnification.** Intentionally Left Out.

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

**9.0 Miscellaneous.**

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

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

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the District of Columbia 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 District of Columbia (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. The Client agrees not to demand a trial by jury in any action, proceeding, or counterclaim.

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

<b>To College Board:</b>	<b>With a copy to</b>	<b>To Client:</b>
K-12 Contract Management	Legal Department	Brenda Allen
College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 <a href="mailto:Contractsmanagement@collegeboard.org">Contractsmanagement@collegeboard.org</a>	College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 <a href="mailto:Legalnotice@collegeboard.org">Legalnotice@collegeboard.org</a>	District of Columbia Public Schools 1200 1st St NE Fl 9 Washington, DC 20002-7953 Tel: 202.251-2780 <a href="mailto:Brenda.allen2@k12.dc.gov">Brenda.allen2@k12.dc.gov</a>

**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 the release of any press releases regarding the Services 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. College Board, its employees, and agents shall not be considered employees of the Client while performing these Services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

*If the Client is using federal funds to pay for all or a portion of the Services furnished by the College Board under this Agreement, the 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 goods and services within normal business operations, provides similar goods or services to other purchasers, and operates in a competitive environment. The 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 a conflict between the terms and conditions of any Schedule and this Agreement, the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents, such as a contract or purchase order, prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement, and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client is required to provide a Client Purchase Order, College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

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

**9.13 Integration, Execution, and Delivery.** This Agreement includes the Schedules attached hereto, and the District’s Standard Contract Provisions constitute the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement, and no waiver by a party of any right under this Agreement shall prejudice that party’s exercise of that right in the future.

**PSAT™ 8/9  
SHELF SCHEDULE**

**I. BACKGROUND**

The College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools (‘Participating Schools’) for students and what data and reports may be provided to the Client through our online data portal (the ‘Program’).

**II. PROGRAM MATERIALS AND INFORMATION**

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

- I. Materials for Students:**
  - a. Link to the Student Guide
  - b. PSAT 8/9 test materials delivered via College Board’s Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board’s K-12 Reporting Portal.
  - c. Information about recognition programs College Board.
  - d. Access to SAT Practice Tools and Support as set forth below.
  - e. Access to Bluebook and the test at school (The Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).
- 2. Materials for Participating Schools:**
  - a. Materials to support test administration.
  - b. Client will receive online access to the test day toolkit (TDTK), The College Board’s digital test administration tool, and a downloadable PDF of the PSAT 8/9 Test Coordinator Guide.
  - c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
  - d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.

- e. Access to individual student score reports, aggregate score reports, and downloadable student data files delivered via the College Board's K-12 Reporting Portal.
  - f. Access to AP Potential™ via The College Board website.
- 3. Reports for District:**
- a. Access to individual student score reports, aggregate score reports, and downloadable student data files, delivered via College Board's K-12 Reporting Portal.
  - b. Access to AP Potential via the College Board website.
- 4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through the 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.

### III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 8/9, the Client agrees that it will, or will ensure each participating school will:
- a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>
  - b. Review the information in Annex 1 below and incorporate herein the College Board's mobile application available for students.
  - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.
  - d. Designate personnel to act as Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors, and Monitors (collectively, 'Designated Personnel').
  - e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
  - f. Verify and update, if necessary, the Test Coordinator's name and contact information.
  - g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
  - h. Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
  - i. Administer the test to students under standard College Board national test administration and security policies, procedures, and protocols as specified in training and/or instructional material shared with the Client and in compliance with Designated Personnel Guide directions.
  - j. Administer the test only during the authorized Testing Window for which the school is registered.
  - k. Receive emails from the College Board regarding the tests and their related offerings, share emails, and coordinate communications with other staff at your schools as necessary.
  - l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The 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, the Client understands that there are situations where the College Board's only option is to complete testing on the other days during the testing window. This is the Client's sole remedy in relation to such disruption.
    - 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
    - 2. For more information on what to do in the event of extended closure due to weather or disruptions, including without limitation epidemics, see our <https://sat.org/COVID19>.

### IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

#### 1. Digital Testing Requirements

- a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. The Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power sources, supported operating systems, supported web browsers, and network configuration, can be found at <https://satsuite.collegeboard.org/digital>. The Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-

date Digital Testing room seating policies.

- d. Client shall complete The College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, The Client should arrange for alternate accommodation supports.

## 2. Paper Tests

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

## 3. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by the College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. English Learner (EL) Supports (<https://satsuite.collegeboard.org/k12-educators/administration/sat-school-day/ordering/english-learner-supports>) like translated directions and the use of word-to-word glossaries do not require approval or special test format.

## V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location [ordering.collegeboard.org](https://ordering.collegeboard.org) ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location [ordering.collegeboard.org](https://ordering.collegeboard.org) and (c) the Client's contacts entered online in SSOR.
  - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

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

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

## VI. TESTING

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

national test administration and security protocols as specified in the PSAT 8/9 Test Coordinator Guide and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from the College Board. Client personnel must use TDTK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

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

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

In a Delay Event occurs, the College Board will use its best reasonable efforts to support the change of a testing date for paper testing. The College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, and consultants or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing dates.

## VII. COLLEGE BOARD COLLECTION AND USE OF DATA.

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

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

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

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. The College Board may also collect, retain, use, and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
- a. For SAT, State Scholarship Organizations: State-affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
  - b. For SAT, National Presidential Scholars: Eligible students are shared with the U.S. Department of Education for purposes of the U.S. Presidential Scholars Programs.
  - c. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district, about the students' recognition status.

- d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) and [www.nationalmerit.org](http://www.nationalmerit.org).
- e. Score Reporting to Students.
- f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
- g. Score Report to Schools, Districts, and State. Schools, Districts, and the State will have access to students' assessment score(s) and data derived from the score(s).
- h. Accommodations: The College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- i. Test Security: The College Board may use student data to identify and investigate potential test security incidents, protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- j. Research: The College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. The College Board may also use data to maintain, develop, support, improve, and diagnose our services and applications.
- k. Other: College Board may disclose student data as required by law when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

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

The College Board agrees to adhere to the Data Protection, Security Measures, and Notice provisions set forth below.

## VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

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

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

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

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

2. **Security Measures.** The College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by the College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that the College Board utilizes cloud hosting

service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by the College Board.

#### IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT 8/9 Customer Service for Educators:** The College Board will provide the Client with telephone customer service support for educators. Specifically, College Board will provide:

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

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

#### X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

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

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

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

#### XI. FEE CALCULATION

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

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at <https://ordering.collegeboard.org/>, regardless of how many students take the PSAT 8/9 assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

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

#### XII. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Procurement <sup>2</sup>
Name:	Karime Naime	Brenda Allen

<sup>1</sup> This is the person to whom College Board should direct primary communications.

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



Title:	Director, College Prep Programs	
Address:	1200 1st Street Northeast	1200 1st St NE F19
City/State/Zip:	Washington, DC 20002-3361	Washington, DC 20002-7953
Phone:	(202) 494-8767	(202) 251-2780
Fax:	(202) 442-5026	
Email:	karime.naime@k12.dc.gov	Brenda.allen2@k12.dc.gov

**PSAT/NMSQT®  
SHELF SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT<sup>®3</sup> provides students with the opportunity to receive national recognition and scholarships through the National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to the Client through our online data portal (the 'Program').

**II. PROGRAM MATERIALS AND INFORMATION**

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

**1. Materials for Students:**

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

**2. Materials for Participating Schools:**

- a. Materials to support test administration.
- b. Client will receive online access to the test day toolkit (TDTK), the College Board's digital test administration tool, and a downloadable PDF of the PSAT/NMSQT Test Coordinator Guide.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations that require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports, aggregate score reports, and downloadable student data files delivered via the College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via the College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

**3. Reports for District:**

- a. Access to individual student score reports, aggregate score reports, and downloadable student data files delivered via the College Board's K-12 Reporting Portal.
- b. Access to AP Potential via the College Board website.

**4. Delivering SAT Practice Tools and Support.**

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through the 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.

**III. CLIENT RESPONSIBILITIES**

1. In connection with PSAT/NMSQT, the Client agrees that it will, or will ensure each participating school will:
  - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
  - b. Review the information in Annex 1 below and incorporate herein about the College Board's mobile application available for students.
  - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.
  - d. Designate personnel to act as Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors, and Monitors

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

- (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
  - f. Verify and update, if necessary, the Test Coordinator's name and contact information.
  - g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
  - h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) at least two weeks before the anticipated start of testing.
  - i. Administer the test to students under standard College Board national test administration and security policies, procedures, and protocols as specified in training and/or instructional material shared with the Client and in compliance with Designated Personnel Guide directions.
  - j. Administer the test only during the authorized Testing Window for which the school is registered.
  - k. Receive emails from the College Board regarding the tests and their related offerings, share emails, and coordinate communications with other staff at your schools as necessary.
  - l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The 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, the Client understands that there are situations where the College Board's only option is to complete testing on the other days during the testing window. This is the Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
    2. For more information on what to do in the event of extended closure due to weather or disruptions, including without limitation epidemics, see our <http://sat.org/COVID19>.

#### IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

##### 1. Digital Testing Requirements

- a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. The Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power sources, supported operating systems, supported web browsers, and network configuration, can be found at <https://satsuite.collegeboard.org/digital>. The Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete the College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, the Client should arrange for alternate accommodation supports.

##### 2. Paper Tests

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

##### 3. ACCOMMODATIONS

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.

Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores canceled or invalidated, and that cannot be reported to colleges, scholarship programs, and other designated score recipients. The Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by the College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. Participants with accommodations previously approved by the College Board and who have a College Board-issued SSD code do not need to reapply for accommodations under this Program.

## V. REQUIRED INFORMATION AND TRAINING

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

- a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

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

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

## VI. TESTING

1. **PSAT/NMSQT Testing.** The Client has agreed to administer the PSAT/NMSQT to registered students selected by the Client in the College Board's SSOR. In order to test, the Client or Participants, as applicable, will be required to install Bluebook on school-owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. The Client shall provide internet access to each testing device.
2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT Test Coordinator Guide and PSAT/NMSQT Test Coordinator training and instructional materials unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from the College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur, that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should immediately notify College Board.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for testing. The College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials 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 new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing window.

## VII. COLLEGE BOARD COLLECTION AND USE OF DATA

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

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

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

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

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. The College Board may also collect, retain, use, and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
  - a. For SAT, State Scholarship Organizations: State-affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
  - b. For SAT, National Presidential Scholars: Eligible students are shared with the U.S. Department of Education for purposes of the U.S. Presidential Scholars Programs.
  - c. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: The College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district about the students' recognition status.
  - d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) and [www.nationalmerit.org](http://www.nationalmerit.org).
  - e. Score Reporting to Students.
  - f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
  - g. Score Report to Schools, Districts, and State. Schools, Districts, and the State will have access to students' assessment score(s) and data derived from the score(s).
  - h. Accommodations: The College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
  - i. Test Security: The College Board may use student data to identify and investigate potential test security incidents, protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
  - j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. The College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.

- k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

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

The College Board agrees to adhere to the Data Protection, Security Measures, and Notice provisions set forth below.

#### VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

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

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

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

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

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

#### IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** The College Board will provide the Client with telephone customer service support for educators. Specifically, College Board will provide:
- Step-by-step assistance with College Board online tools, including SSD System, SSOR, and TDTK;
  - Assistance with completing required forms such as AI Request Form;
  - Assistance with technical complications for Bluebook Installation and Registration login, for example; and
  - Feedback mechanism for counselors.

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

#### X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel,

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

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

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

#### XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduces the fee per test for an amount less than the retail price are provided at the sole discretion of the College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at <https://ordering.collegeboard.org/>, regardless of how many students take the PSAT/NMSQT assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

#### XII. CLIENT CONTACT INFORMATION

	Primary <sup>4</sup>	Procurement <sup>5</sup>
Name:	Karime Naime	Brenda Allen
Title:	Director, College Prep Programs	Supervisory, Contract Specialist
Address:	1200 1st Street Northeast	1200 1st St NE Fl 9
City/State/Zip:	Washington, DC 20002-3361	Washington, DC 20002-7953
Phone:	(202) 494-8767	(202) 251-2780
Fax:	(202) 442-5026	
Email:	karime.naime@k12.dc.gov	brenda.allen2@k12.dc.gov

<sup>4</sup> This is the person to whom College Board should direct primary communications.

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

**Annex 1 to PSAT/NMSQT Schedule (Fall), PSAT 10 Schedule (Spring), SAT School Day Schedule (Spring)**

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

'App' refers to a College Board mobile application that students can download from the App Store to access Educational Services.

**SCORE INFORMATION:** In the App, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments delivered pursuant to this Agreement and pursuant to other agreements that the College Board has with the Client's school, district, or state, as applicable (collectively, 'Covered Assessments').

**RECOMMENDATIONS:** In the App, College Board will provide students with educational information and recommendations about college and career options, including, for example, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, the College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services.

**CONNECTIONS\*:** Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations, and other nonprofit educational organizations ('Eligible Institutions') based on criteria provided by those Eligible Institutions, which may include student interests, demographics, assessment score ranges, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections. The students' interests and preferences, such as through user controls within the App, may also influence and personalize the students' experiences within the App and the content delivered to them through Connections. Connections are entirely optional, and students must affirmatively opt in if they wish to participate. Unless you direct the College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App. Students can opt out any time, as described more fully below.

Opted-in students may receive information and messages from Eligible Institutions in the App by hard copy mail and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional (collectively, 'Messages'). Eligible Institutions do not know the identity of a student to which they have been matched unless and until the student chooses to provide their personal information directly to the Eligible Institution, which the student can only do outside of the App and outside of the Educational Services. For example, a student may be able to link from the application to a webpage or web form hosted by that college. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions other than in de-identified and aggregated form. **The College Board never shares students' personally identifiable information with Eligible Institutions as part of Connections.**

Messages are created by Eligible Institutions and may include text, images, videos, and interactive elements. While the messages may be personalized by the College Board (e.g., student name at the top of an email) through automated means, the College Board does not create, edit, or approve of Messages and is not responsible for Messages.

\* Students who choose to opt-in to Connections can opt-out at any time for any or all Covered Assessment(s). Students can also choose to remain in Connections for any or all Covered Assessment(s) but opt-out of individual communications channels (emails, hardcopy mailings, and in-App). Students have multiple ways to opt-out, including an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and contacting College Board's customer service.

**ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:**

There is no incremental cost for Educational Services.

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

The College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection and Use of Data' section. The College Board also uses that information in Educational Services, as described above. For students who use the App, they may be able to update this information within the App, if they choose. **All questions are optional.** More information about College Board's Privacy Policies is located at <https://privacy.collegeboard.org/?navId=gf-pp>.

Questions include the following:

- Home/Mailing Address
- Mobile Phone Number



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

The following are only asked for the PSAT/NMSQT:

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

To use the App, students provide a mobile number during the administration of the Covered Assessment and are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes the College Board to text them to download the App and authenticate into the App about their scores, including when their scores are available, and with App notifications (if the student elects to turn on those notifications). The foregoing is clearly explained to the student. The student's phone number authenticates the student into the App. The College Board does not use mobile numbers collected during Covered Assessments for any other purposes.

The Client may direct the College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. The Client may visit [collegeboard.org/connections-to](https://collegeboard.org/connections-to) for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the Ordering Deadline to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
  - If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student's data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board's implementation of Client's opt-out; (ii) the student's data from any Covered Assessment(s) for which Client chose *not* to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for *all* Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board's implementation of Client's opt-out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.
- In some instances, the Client's state may have elected to opt-out of its students, and the College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email [sateducator@collegeboard.org](mailto:sateducator@collegeboard.org).
- If Client opts-out, Client's students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client opted out of Connections.
- Upon opt-out, students will still be able to use the App to receive Score Information and Recommendations, so long as the student provides their mobile number during the Covered Assessment.

Students may have opportunities to link from the App to Big Future® and to other college and career planning services on the College Board's website, [www.collegeboard.org](https://www.collegeboard.org). Those services are not part of Educational Services and do not use student data collected under this Agreement, the only exception being scores on College Board assessments, as all students have independent rights in their own test scores. Students use Big Future in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use by Connections. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments <https://privacy.collegeboard.org/>.

Some states, districts and other organizations send data protection agreements or similar as part of their procurement process. Client agrees that any such agreement that College Board may receive in connection with this Agreement is not intended to and does not contradict this Agreement. \*Not offered in New York at this time. There may be other exclusions.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2023	July 1, 2023	June 30, 2024	6,718	\$18.00	\$120,924.00	\$55,038.38	\$65,885.62
PSAT 8/9: Fall 2023	July 1, 2023	June 30, 2024	4,670	\$14.00	\$65,380.00	\$23,700.25	\$41,679.75

Subtotal: \$186,304.00  
Total Discount: \$78,738.63  
Total Cost: \$107,565.37