



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: February 7, 2019

Subject: Approval of Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Change Notices – Facilities Projects
5. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Dr. John Quinto, Chief Business Officer

Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
California Department of Education A19-00059	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$15,865 No Match
<p>7/1/18 – 9/30/20: Alternate Dispute Resolution (ADR) Grant. Funding for the ADR process to respond to and resolve local complaints and concerns regarding the implementation of the Individuals with Disabilities Education Act. The ADR process is a desirable and effective practice that supports the positive interaction and collaboration among parents and educators, and promotes the implementation and use of conflict resolution throughout the state.</p>		

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
HMC Architects SA19-00411	1/1/19 – Completion of Services: Provide architectural, civil, structural, mechanical and electrical engineering as well as landscape architectural services for the John F. Kennedy Core Academic Improvement project.	\$1,111,592 Measure Q Funds
<u>STRATEGY & CONTINUOUS IMPROVEMENT</u>		
College Board SA19-00111	7/1/18 – 6/30/19: Administration of PSAT and SAT School Day programs. The PSAT Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age. The PSAT will be administered to all students in the 8 th , 9 th and 10 th grades. The SAT School Day Program includes administration of the SAT exam during a school day for all 11 th grade students in the District. Prior to the exams students have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Other services include Student Online Score Report, School online access to individual student score reports and aggregate score reports, and downloadable student data file.	\$192,380 College Readiness Block Grant Funds

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0530-429 Luther Burbank CTEIG Renovation
Bids received: January 23, 2019
Recommendation: Award to Bill Litchfield Construction, Inc.
Amount/Funding: \$312,517 – CTE Incentive Grant Funds

BIDDER	BIDDER LOCATION	AMOUNT
Bill Litchfield Construction, Inc.	Grass Valley, CA	\$312,517
Abide Builders, Inc.	West Sacramento, CA	\$340,400
JPB Designs, Inc.	Orangevale, CA	\$388,700

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

CONTRACTOR: Clark/Sullivan Construction

PROJECT: Hiram Johnson Core Academic HVAC

Change Order No.1: Standard

Description: Additional Restroom Scope

- Epoxy floors & walls in Boys & Girls Restrooms
- Epoxy floors with 6" cove base in Staff Restrooms
- FRP with aluminum trim in Staff Restrooms
- New plumbing fixtures, floor drains & trap seals
- Additional demolition
- Impact & moisture resistant drywall

Change Order Subtotal:	\$201,995
Original Contract:	\$6,551,549
Previously Authorized Change Orders:	\$0
New Contract Amount / Total Change Order %:	\$6,753,544 / 3%

Contract Time will be extended by: 20 days

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Roebbelen Contracting, Inc.	Sutter HVAC Replacement	12/8/18

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				18	13007	67439	E1
Attention Mr. Jorge A Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified 3412				Resource Code	Revenue Object Code		34
Telephone 916-643-9000				3395	8182		INDEX
Name of Grant Program 2018-19 Alternate Dispute Resolution Expansion Program							0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$15,865		\$15,865		07/01/2018	09/30/2020	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.027A	H027A180116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education		
<p>I am pleased to inform you that you have been funded for the Alternate Dispute Resolution Expansion Program Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Liem Vo, Associate Governmental Program Analyst Teaching and Learning Support Branch Special Education Division, Administrative Services Unit California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Allison Smith, Special Education Division				Job Title Special Education Consultant			
Email Address asmith@cde.ca.gov					Telephone 916-319-0377		
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tom Torlakson</i>					Date December 31, 2018		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>							
Printed Name of Authorized Agent				Title			
Email Address					Telephone		
Signature ▶					Date		

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2018-19 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2018.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. The grantee must complete and return the enclosed Expenditure Report, 2018-19 Alternate Dispute Resolution (ADR) Expansion Program Supplemental Assurances Statement, and 2018-19 ADR Expansion Program Progress Report to the CDE. Please ensure these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. The intent of the grant is to spend all funds within the fiscal year. Refer to the Expenditure Report for detailed information on reporting requirements and payment reimbursements. **Note:** The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must have a negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies are available on the CDE Indirect Cost Rates (ICR) web page at <https://www.cde.ca.gov/fq/ac/ic/>. The grantee must provide their ICR and the total indirect cost claimed on the Final Expenditure Report.
8. The grantee must return to the CDE the Final Expenditure Report and required documents no later than October 9, 2020, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.

Grant Award Notification (Continued)

9. To continue receiving grant payments, the grantee must complete and return the enclosed 2018-19 ADR Expansion Program Progress Report to the ADR mailbox at ADR@cde.ca.gov, on the basis of the reporting periods provided on the form. To request a digital copy of the 2018-19 ADR Expansion Program Progress Report, please email ADR@cde.ca.gov. ADR Expansion Program funding may be impacted by the data and information provided.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Liem Vo, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3676 or by email at SEDgrants@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report
Special Education Local Plan Area Director: ADR Expansion Program Supplemental Assurances Statement and ADR Expansion Program Progress Report



PROJECT AUTHORIZATION FORM

John F. Kennedy Core Academic Improvement Project February 7, 2019

Pursuant to the Master Architect Agreement dated April 8, 2014 between HMC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as described in Exhibit A.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated One Million Fifty-Eight Thousand, Six Hundred Sixty Dollars (\$1,058,660) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$52,933, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate;

Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

HMC ARCHITECTS

Dated: _____

Arturo Levenfeld
Managing Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

John Quinto
Chief Business Officer

December 7, 2018

Jim Dobson
Director of Facilities and Planning
Sacramento Unified School District
425 1st Avenue
Sacramento, CA 95818



Re: Proposal for Architectural / Engineering Services
John F. Kennedy Core Academic Improvement
HMC #3186059-000

Dear Jim:

HMC Group (HMC) is pleased to submit the following Proposal to provide Architectural Services for the above-mentioned Project.

A. Scope of Work:

HMC was able to identify the scope of work for the John F. Kennedy Core Academic Improvement Project through a Pre-Design Scoping Phase (Fee of \$25,000). Having concluded the Scoping phase, we are now able to provide the attached proposal for Architectural, Civil, Structural, Mechanical and Electrical Engineering as well as Landscape Architectural Services.

B. Exclusions:

- Specialty Consultants
- Special studies
- Geotechnical investigations
- Test and Inspections
- Permit/Agency Fees
- Renderings

C. Compensation:

The Architect's fee is computed at a fixed 10.5% of the estimated Construction Cost Budget of Ten Million Three-Hundred Twenty-Thousand Five-Hundred and Sixty Dollars (\$10,320,560). HMC Group will provide the services listed above for a Fixed Fee of One Million Fifty-Eight Thousand Six Hundred Fifty-Nine Dollars (\$1,058,659), as follows:

10.5% Fee:	\$1,083,659
Fee Earned in Scoping Phase:	<u>\$ - 25,000</u>
Total:	\$1,058,659

Jim Dobson
Director of Facilities and Planning
December 7, 2018
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Fee Summary:

Schematic Design	10%	\$ 108,366
		<u>(\$ 25,000)</u>
		\$ 83,366
Design Development (50%)	10%	\$ 108,366
Design Development (100%)	10%	\$ 108,366
Contract Documents (50%)	10%	\$ 108,366
Contract Documents (100%)	10%	\$ 108,366
DSA Back Check	10%	\$ 108,366
Bidding	10%	\$ 108,366
Construction Admin	25%	\$ 270,915
Close Out	5%	\$ 54,182
Total Fee		\$1,058,660

D. Additional Services:

If Additional Services are required beyond the original Scope of Work, such services described in Attachment "A", HMC Group will bill on an hourly basis per Attachment "B", HMC Rate Schedule.

E. Reimbursable Expenses:

Reimbursable out of pocket costs related to Owner requested printing plotting (including 3D plotting), and other expenses are in addition to hourly compensation for the services described above and the expense of transportation in connection with authorized out-of-town travel, including mileage. These expenses shall be billed by the Architect to the Owner at cost (1.0) times the expense incurred by the Architect.

Please review this Proposal and if you have any questions, please contact me at (916) 325-1100, ext. 3613.

Sincerely,

HMC Group


Brian Meyers
Principal in Charge

Encls.: Attachment "A" – Additional Services
Attachment "B" – HMC Hourly Rate Schedule

cc: S. Jimenez, File-CN-AOA
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ATTACHMENT "A"

ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services, Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

Project Representation Beyond Basic Services:

1. **Revisions:** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the Owner;
 - b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.
2. **Project Changes:** Providing services required because of changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
3. **Change Orders:** Preparing Drawings, Specifications and other documentation, analysis and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and directives.
4. **Default:** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.
5. **Contractor's Submittals:** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
6. **Contractor's RFI:** Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
7. **Claims:** Providing services in connection with claims submitted by Contractor or others.
8. **Hearings, Proceedings:** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

Contingent Additional Services

1. **Existing or Other Facilities:** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.
2. **Detailed Estimates:** Providing detailed estimates of Construction Cost.
3. **Providing Other Consultants:** Providing services of consultants, if any other than those specified as Basic Services under this Agreement.
4. **Post Completion/Extended Construction:** Providing services after the original completion date not due to the fault of the Architect/Engineer or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.
5. **Project Hold/Resumption:** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
6. **Other Additional Services:** Providing any other services not otherwise included in this Agreement.

ATTACHMENT “B”

**HMC Rate Schedule
Standard Hourly Rate by Professional Category**
(Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 235
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 205
Project Manager/Project Architect/Technical Manager	\$ 185
Project Leader/Technical Leader	\$ 165
Project Coordinator	\$ 135
Sr Construction Administrator	\$ 205
Construction Administrator	\$ 155
Construction Administration Support	\$ 100
Design Director	\$ 235
Senior Project Designer	\$ 205
Project Designer	\$ 185
Design Leader	\$ 165
Designer II	\$ 120
Designer	\$ 100
Senior Interior Designer	\$ 205
Senior Interior Project Designer	\$ 205
Sr. Estimator	\$ 205
Sustainable Design	\$ 205
Sr. Specifications Writer	\$ 205
Specifications Technician	\$ 190
Visualization Arts	\$ 170
Agency Compliance	\$ 130
Senior Education Facilities Planner	\$ 195
Education Facilities Planner	\$ 160

These are the current hourly rates effective July 1, 2018 through June 30, 2019 and are subject to change one time annually effective July 1st



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00022438**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "Agreement"), is made as of this **June 25, 2018** ("Effective Date"), by and between Sacramento City Unified School District ("Client") and the College Board (the "College Board").

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

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

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

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 01, 2018 and, unless sooner terminated as provided herein, will expire on June 30, 2019 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

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

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2018-2019 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is



exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

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

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

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

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

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

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "**Damages**") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

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

9.0 Miscellaneous.

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



9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in [Section 9.1](#) (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "[Force Majeure Event](#)"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California 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 California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

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

To College Board:
K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824-4528
Tel: (916) 643-7400
Email: gerardo-castillo@scusd.edu

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

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

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

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

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties,



limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

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

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

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

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

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

THE COLLEGE BOARD

Signature

Gerardo Castillo

Name

Chief Business Officer

Title

Date

7/12/18

DocuSigned by:

Jeremy Singer

8E2EF27F2DE045D...

Jeremy Singer

Name

COO

Title

07/03/2018

Date



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

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT^{®1} assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

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

1. School and Student Deliverables:

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

2. Client Deliverables:

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

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through 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.

4. Required Information. The Client shall furnish the College Board with: (i) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools cannot be made after **September 7, 2018**. Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

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

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



III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I (Background), including all copyrights, trademarks³, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.
2. **PSAT/NMSQT Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.
3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.
4. **PSAT/NMSQT Assessment Administration.** The test shall be administered on **October 10, 2018**. The alternate test administration is on **October 24, 2018**. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Coordinator Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE
Sacramento CUSD	American Legion High School	052700
Sacramento CUSD	C K McClatchy High School	052705
Sacramento CUSD	Capital City School - Independent Study	052909
Sacramento CUSD	George Washington Carver School of Arts and Science	053015
Sacramento CUSD	Health Professions High School	053984
Sacramento CUSD	Hiram W Johnson High School	052717
Sacramento CUSD	John F Kennedy High School	052713
Sacramento CUSD	Kit Carson International Academy	054889
Sacramento CUSD	Luther Burbank High School	052719
Sacramento CUSD	Met Sacramento High School	053916
Sacramento CUSD	Rosemont High School	053927
Sacramento CUSD	Sacramento Accelerated Academy	050808
Sacramento CUSD	Sacramento New Technology High School	053012
Sacramento CUSD	School of Engineering and Sciences	054286
Sacramento CUSD	West Campus High School	052728

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of the Client, and the assessment(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools² to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents

² The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT/NMSQT and two other Suite assessments	PSAT/NMSQT and one other Suite assessment <u>OR</u> PSAT/NMSQT and more than one grade tested
≥ 0% and <50%	\$12.00	\$13.00
≥ 50% and < 75%	\$11.00	\$12.50
≥ 75%	\$10.00	\$12.00

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

2. Changes to Enrollment. If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2018**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$16.00 per student.

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

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



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

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam, as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

II. DELIVERABLES

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

1. School and Student Deliverables:

- a. PSAT 8/9 test materials (test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website
- d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- f. School online access to AP Potential™ for students in 9th grade.
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

2. Client Deliverables:

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

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

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

III. 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 PSAT 8/9 assessment, exam booklets, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I, including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual



Property'). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

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

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

4. **PSAT 8/9 Test Booklets.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 Test Booklets for the sole purpose of administering the PSAT 8/9 assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy PSAT 8/9 Test Booklets upon termination of this Agreement.

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

5. **PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2018 and March 2019, and its second testing date in April 2019. The Client has agreed to administer the PSAT 8/9 to the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines set forth in the PSAT 8/9 Coordinator Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Sacramento CUSD	A.M. Winn Public Waldorf	059899	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Albert Einstein Middle School	059144	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Alice Birney Waldorf K-8 School	059891	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	American Legion High School	052700	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	C K McClatchy High School	052705	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	California Middle School	059145	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Capital City School - Independent Study	052909	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Father Keith B Kenny K-8 School	Pending	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Fern Bacon Middle School	059146	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Genevieve F Didion Elementary School	059174	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	George Washington Carver School of Arts and Science	053015	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Health Professions High School	053984	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Hiram W Johnson High School	052717	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	John F Kennedy High School	052713	8, 9	Sep 24, 2018 - Jan 25, 2019



Sacramento CUSD	John Still Middle School	059147	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Kit Carson International Academy	054889	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Leonardo Da Vinci School	059894	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Luther Burbank High School	052719	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Martin Luther King Jr K-8 School	059892	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Met Sacramento High School	053916	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Rosa Parks Middle School	059890	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Rosemont High School	053927	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Sacramento Accelerated Academy	050808	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Sacramento New Technology High School	053012	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Sam Brannan Middle School	059149	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	School of Engineering and Sciences	054286	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Success Academy	Pending	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Sutter Middle School	059024	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	West Campus High School	052728	8, 9	Sep 24, 2018 - Jan 25, 2019
Sacramento CUSD	Will C Wood Middle School	059151	8, 9	Sep 24, 2018 - Jan 25, 2019

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of the Client, and the product(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT 8/9 and two other Suite assessments	PSAT 8/9 and one other Suite assessment OR PSAT 8/9 and more than one grade tested
≥ 0% and <50%	\$8.00	\$8.50
≥ 50% and < 75%	\$7.00	\$8.00
≥ 75%	\$6.00	\$7.00

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

2. **Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2018**.

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



Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$11.00 per student.

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

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



**SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board will support the Client in administering the SAT exam during a school day. Under this Schedule, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. DELIVERABLES

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

1. School and Student Deliverables:

- a. SAT test materials (test booklets)
- b. Student Online Score Report, delivered via the College Board website
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
- e. Materials to support test administration (copies sent to schools)

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through 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.

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

4. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

5. Required Information. The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

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

Administration Date	Deadline to submit changes
March 6, 2019	February 1, 2019

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

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

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

- 7. SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**

8. SAT School Day Customer Service for Educators:

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

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

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

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

- 1. SAT Ownership.** The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, 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 College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

SAT Data License

- 1. SAT Data and Reporting.** For the April 9, 2019 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

1.1 The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledges and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.



1.2 The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

1.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.

2. The College Board License Grant and Terms of Use:

2.1 The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.

2.2 The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.

3. Ownership of the Data:

3.1 The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).

3.2 The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.

4. Client License Grant and Terms of Use:

4.1 The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.

4.2 The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

SAT Administration

1. SAT Test Dates and Participating Grade. The Client has agreed to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 06, 2019	April 09, 2019

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 23, 2019 Primary Test Date.

2. Administering the SAT. The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. 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 SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program.



IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Sacramento CUSD	American Legion High School	052700	SAT School Day: March 6, 2019
Sacramento CUSD	C K McClatchy High School	052705	SAT School Day: March 6, 2019
Sacramento CUSD	Capital City School - Independent Study	052909	SAT School Day: March 6, 2019
Sacramento CUSD	George Washington Carver School of Arts and Science	053015	SAT School Day: March 6, 2019
Sacramento CUSD	Health Professions High School	053984	SAT School Day: March 6, 2019
Sacramento CUSD	Hiram W Johnson High School	052717	SAT School Day: March 6, 2019
Sacramento CUSD	John F Kennedy High School	052713	SAT School Day: March 6, 2019
Sacramento CUSD	Kit Carson International Academy	054889	SAT School Day: March 6, 2019
Sacramento CUSD	Luther Burbank High School	052719	SAT School Day: March 6, 2019
Sacramento CUSD	Met Sacramento High School	053916	SAT School Day: March 6, 2019
Sacramento CUSD	Rosemont High School	053927	SAT School Day: March 6, 2019
Sacramento CUSD	Sacramento Accelerated Academy	050808	SAT School Day: March 6, 2019
Sacramento CUSD	Sacramento New Technology High School	053012	SAT School Day: March 6, 2019
Sacramento CUSD	School of Engineering and Sciences	054286	SAT School Day: March 6, 2019
Sacramento CUSD	West Campus High School	052728	SAT School Day: March 6, 2019

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

- Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments		SAT and one other Suite assessment OR SAT and more than one grade tested	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$42.00	\$31.00	\$45.50	\$34.00
≥50% and <75%	\$38.00	\$28.00	\$43.50	\$33.00
≥75%	\$34.00	\$25.00	\$41.50	\$31.00

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

Administration Date	Deadline to submit updated enrollment
March 6, 2019	February 1, 2019

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

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request,

differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

- 3. Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay. If the Client has chosen SAT (without Essay) and its participating schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option the Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.
- 4. Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). The unused test fee is 50% of the retail test fee for each unused test book and will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.


VI. CLIENT CONTACT INFORMATION

	Primary ⁴	Data Recipient ⁵	Billing ⁶	Bulk Registration (optional) ⁷
Name:	Uve Dahmen	Uve Dahmen	Kimberly Teague	Rhonda Rode
Title:			Contract Specialist	Director of Student and Data Systems
Address:	5735 47th Avenue	5735 47th Avenue	5735 47th Avenue	5735 47th Avenue
City/State/Zip:	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528
Phone:	(916) 643-9215	(916) 643-9215	(916) 643-7400	(916) 643-7400
Email:	uve-dahmen@scusd.edu	uve-dahmen@scusd.edu	kimt@scusd.edu	rhonda-rode@scusd.edu

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

⁵ This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁶ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁷ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2018	June 30, 2019	3101	\$16.00	\$49,616.00	\$15,505.00	\$34,111.00
SAT SD Fixed-Fee With Essay - 11th Grade	July 1, 2018	June 30, 2019	2921	\$64.50	\$188,404.50	\$77,406.50	\$110,998.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2018	June 30, 2019	3460	\$11.00	\$38,060.00	\$13,840.00	\$24,220.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2018	June 30, 2019	3293	\$11.00	\$36,223.00	\$13,172.00	\$23,051.00

Subtotal: \$312,303.50

Total Discount: **\$119,923.50**

Total Cost: \$192,380.00