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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

April 21, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Education, Bureau of Instructional Support, to enter into a **sole source** contract with the College Entrance Examination Board (College Board), New York, New York (vendor code 164060), in an amount not to exceed \$852,500.00, to administer the SAT assessment in grade 11 to ensure a continuation of assessment services to meet Federal and State law, effective upon Governor and Council approval for the period of July 1, 2022 through June 30, 2023. 50% General Funds, 50% Federal Funds

Funds to support this request are available in the accounts titled Assessment-State and Assessment-Federal in FY 23 as follows:

	<b><u>FY23</u></b>
06-56-56-562010-25310000-612-500942 State Testing	\$426,250.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$426,250.00

**EXPLANATION**

The Department is requesting a **sole source** contract with College Board as the vendor is the sole provider of the SAT assessment. In addition, RSA:193-C:6 Assessment Requirements states that the SAT will be utilized to satisfy the high school assessment requirements for English language arts and mathematics. The Department began using the SAT in 2016 as part of the state wide assessment system. All public and public chartered school 11th grade students are required to take the school day SAT. In addition, the school day SAT is made available to home schooled students and private schools that opt to participate, at no additional cost.

The College Board will support the Department in administering the school day SAT exam, providing accommodations for those students needing support as necessary, and reporting results to parents, students, schools and the Department. The data collected from the SAT

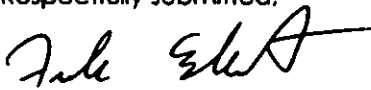
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2

exam, will be used to meet State and Federal accountability requirements, and will be released publicly for stakeholders and community members to access. Continued use of the SAT will allow the state to have comparability data on student performance.

Because this contract fulfills both State and Federal assessment requirements, the costs are shared between State and Federal funds.

In the event Federal Funds no longer become available, additional General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Frank Edelblut  
Commissioner of Education

FE:mw:emr



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

April 18, 2022

Frank Edelblut, Commissioner  
Department of Education  
State of New Hampshire  
101 Pleasant Street  
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with the College Entrance Examination Board (College Board) of New York, New York, as described below and referenced as DoIT No. 2022-132.

This is a request to enter into a sole source contract for the College Board to administer the SAT assessment for grade 11 students to ensure a continuation of assessment services to meet federal and state law. The College Board is the sole provider of the SAT assessment.

The funding amount is not to exceed \$852,500 and the contract shall become effective upon Governor and Council approval through June 30, 2023.

A copy of this letter should accompany the Department of Education's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik  
DoIT #2022-132

cc: Bruce Smith, DoIT

**FORM NUMBER P-37 (version 12/11/2019)**



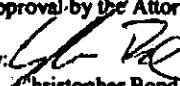
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name College Board		1.4 Contractor Address 250 Vesey Street, New York, NY 10281	
1.5 Contractor Phone Number 212-713-8121	1.5 Account Number See Exhibit C	1.6 Completion Date June 30, 2023	1.7 Price Limitation \$852,500.00
1.9 Contracting Officer for State Agency Melissa White, Administrator, Academics & Assessment		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature  Date: 4/12/22		1.12 Name and Title of Contractor Signatory Jeremy Singer, President	
1.13 State Agency Signature  Date: 05/12/2022		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Christopher Bond, Attorney On: 05/12/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 4/12/22

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**

**Special Provisions**

Additional Exhibits D-G

**DELETE:**

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**REPLACE WITH:**

**23. SEVERABILITY.** The provisions of this Contract 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 Contract, 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 a valid and enforceable provision and (b) the remainder of this Contract 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.

**ADD AFTER SECTION 24:**

**25. LIMITATION OF LIABILITY.** To the extent permitted by law, and notwithstanding any other provisions of this contract, 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 the State of New Hampshire and anyone claiming by, through or under the State of New Hampshire, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this contract or the work performed by the College Board pursuant to this contract from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed 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 contract for the specific deliverable subject to the damages claim. This limitation on liability shall not apply to claims, liabilities, or penalties as outlined in Section 13. Indemnification.

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.

**26. DATA PRIVACY.** Notwithstanding any other provision in this contract, the College Board shall ensure compliance with New Hampshire RSA 189:67 relative to student data received from the State.



**Exhibit A continued**

**FUNDING.** If the State is using federal funds to pay for all or a portion of the services and deliverables furnished by the College Board under this Contract, the State acknowledges and agrees that the College Board shall not be categorized, by the State, as a "subrecipient" receiving a federal award as defined by Office of Management and Budget (OMB) Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined, by the State, 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. The State acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient

## EXHIBIT B

### Scope of Services

#### I. BACKGROUND

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

#### II. SCOPE

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

##### 1. Materials for Students:

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

##### 2. Materials for Participating Schools:

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

**EXHIBIT B continued**

**3. Reports for District:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. Such reports shall not contain student information which would violate any State regulations governing the State's ability to receive such information.

**4. Reports for State:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. Such reports shall not contain student information which would violate any State regulations governing the State's ability to receive such information.
- b. Student Data Review File – delivered before the College Board releases scores for accountability reporting. This file is applicable for the spring accountability administrations only. The purpose of this file is to allow the State to review and update basic demographic information such as student A (AI) code and Student Identification (ID) before scores are released to educators. College Board will deliver this file using College Board's Student Data Review file specification and layout. The data review file will be delivered to State and returned by the State within the agreed upon schedule. Educator score release and Accountability Data File timing will be dependent upon the timely return of the student data review file from Client.
- c. Accountability File – delivered after scores are released to educators. This file is applicable for the spring accountability administrations only. College Board will deliver this file using College Board's Accountability File specification and layout. This file will provide the state student demographic data, scores, and additional information about released and invalidated scores and will be based on answer sheets returned by the designated deadline.

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

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

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

## EXHIBIT B continued

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

7. **Required Information.** Client shall furnish College Board with a list of Participating Schools as prescribed in Section IV (List of Participating Schools).
8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks prior to the test administration date.**

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

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

10. **Dedicated SAT School Day Customer Service for Educators:**

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

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

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule

**EXHIBIT B continued**

shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

**SAT Data License**

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

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

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

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

2.3 State and College Board agree and acknowledge that the data the College Board provides to the State for its state accountability program will be used by the state to assess compliance with its assessment requirements. College Board Data shall be used only to enable the State to incorporate College Board into its analysis and educational data warehouse systems for accountability and reporting purposes.

**3. The College Board License Grant and Terms of Use**

3.1 The State shall not use the College Board Data (as outlined in Section III.1 above) 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.

3.2 The State 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.

**EXHIBIT B continued**

**4. Ownership of Data**

4.1 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

4.1 Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein.)

4.2 The State 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.

**5. State License Grant and Terms of Use**

5.1 The College Board shall not use the State 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 State Data or any derivative works containing State Data without prior written consent of the State.

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

**SAT Administration**

**6. SAT Test Dates and Participating Grade.** Testing dates for Spring 2023 will be selected no later than August 1, 2022.

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date.

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

**EXHIBIT B continued**

**8. Digital Testing Requirements (If Client is administering Digital Testing):**

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

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

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

**EXHIBIT B continued**

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

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

**IV. LIST OF PARTICIPATING SCHOOLS**

Updates to the list of participating schools will be provided to College Board by the State by September 1<sup>st</sup> of each year.

**V. FEE CALCULATION FOR SERVICES AND DELIVERABLES**

1. **Fees.** Client shall pay College Board \$55.00 for SAT with essay for each Participant. The College Board shall permit the State to upload required registration information for each Participant or review registration information provided by participating districts for accuracy before the College Board invoices the State for Participants. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

2. **Designation of Assigned Personnel.** The College Board will designate staff contacts for the State. The College Board will provide the State with the name, telephone number, and email address for the designated contracts within 10 days of the full execution of the Contract Agreement. In the event of staffing changes, the College Board will provide the State with a new contact person for that area of responsibility. The College Board will notify the State of the new contact person with the contact information within 10 days of the staffing change.

3. **Program Implementation Meeting.** The College Board shall participate in program implementation meetings twice a month in person or via telephone, to be scheduled jointly at mutually convenient times. Regular participants in this meeting include the State's Program Coordinator, the College Board's SAT Program contact and the State and District Partnerships contact designated pursuant to Section 2 above. Other key staff may be included in the meeting as needed and as determined by the State or College Board, respectively. The College Board and the State will jointly develop the agenda for these meetings, which will be distributed in advance of the meeting. In the event that any of the regular participants are unavailable to participate in the meeting, alternate meeting participants will be identified to participate in the meeting.

4. **Program Communications.** The College Board shall deliver to the State's Program Coordinator a copy of any New Hampshire-specific communications in advance of distribution to New Hampshire Districts and schools. The Program Coordinator shall have five (5) days to respond with any questions or comments, and a failure to respond shall indicate that such Program Coordinator has no questions or comments. In the event the need arises for an



**EXHIBIT B continued**

unplanned communication to address a time-sensitive issue, the College Board will share the communication with the Program Coordinator with a specific deadline for feedback. Notwithstanding the above, the College Board retains its right to finalize the information in any New Hampshire-specific communications. The College Board shall include the State's Program Coordinator and Test Center Coordinators on all email communications to schools providing information on the SAT School Day test administration.

**5. Shipping Information.** The College Board will provide the State with inbound and outbound shipping information for SAT School Day test materials for primary and make-up test dates. The College Board will provide the State with tracking information for test material packages, and to the extent requested, provide updates of packages while in transit.

**6. Test Day Support.** The Test Administrative Services designated contact, or a back-up contact, of Educational Testing Service (ETS), as designated above in Section 8, shall be available to the State's schools and Test Coordinators between the hours of 7 AM and 7 PM, Eastern Standard Time, on the primary day of the SAT School Day test administration for the primary and make-up test dates.

**7. ETS.** The College Board subcontracts a portion of the work and services to be performed under this Agreement for SAT to Educational Testing Service (ETS). The College Board has a fully executed agreement with ETS and its use of ETS shall not relieve the College Board from any of its obligations or liabilities under this Contract. The State agrees and understands that subcontracting to ETS does not violate or otherwise constitute a breach of the State's standard terms and conditions in the Agreement. The College Board has shared information concerning the State's data/student privacy requirements and security processes with ETS.

**EXHIBIT C  
Method of Payment**

(Budget through June 30, 2023)

Fiscal Year	Product	Discounted Price	Unit	Quantity	Price
FY 23	SAT School Day with Essay	\$55.00		15,500	\$852,500.00
<b>Total</b>					<b>\$852,500.00</b>

**Limitation on Price:** In no case shall the total budget exceed the price limitation of \$852,500.00.

**Funding Source:** Funds to support this request are available in the accounts titled Assessment-State and Assessment-Federal in FY 23 as follows:

	<b>FY 23</b>
06-56-56-562010-25310000-612-500942 State Testing	\$426,250.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$426,250.00

**Method of Payment:** Payment is to be made on the basis of invoices which are supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted to:

Melissa White  
Administrator  
Academics and Assessment  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### **Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


Contractor Initial

Date: 6/14/2022

**Exhibit E**

**Federal Debarment and Suspension**

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials   
Date 4/12/22

**Exhibit F**

**Anti-Lobbying**

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials:   
Date: 4/12/22

## Exhibit G

### **Confidentiality**

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200. DOE acknowledges that Contractor may use data obtained in connection with this contract as set forth on **Attachment G-1**. Nothing contained in Attachment G-1 shall be interpreted to alleviate school districts from satisfying the requirements of RSA 186:11, IX-d.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

### **Ownership of Intellectual Property**

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

The NHED acknowledges and agrees that nothing in this provision shall transfer any rights or interest in and to Contractor's intellectual property as defined in the Contract, including without limitation, 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, and reports delivered to the NHED.



Date: 04/12/22

## Attachment G-1

Notwithstanding anything to the contrary contained in the Contract by and between the College Board and the Department, the Department acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT® Suite examinations for the purposes of students' college and career readiness by utilizing the services available to students. Additionally, for the sake of clarity, the terms and conditions of this Agreement related to the collection, maintenance and use of data shall only apply to the data College Board receives in connection with this Agreement.

### 1. College Board's Use of Student Data

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below. College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. College Board may collect information from students if they complete the optional Student Data Questionnaire. These questions and data collection relate to language background, courses taken, college major and interests, parent's highest level of education, and questions to determine their eligibility for scholarship programs with College Board scholarship partners. This information may also be shared with colleges, universities, and scholarship partners, if the student opts into the College Board's Student Search Service.
- b. For those students who opt in to participate in Student Search Service, College Board may share student data, including data cited in (a) above, with higher education institutions or scholarship providers ("Student Search Licensees") that are looking for students who meet specific criteria. In addition, if a student prepares a college list on BigFuture™, and opts into Student Search Service, that list, or part of that list, may be included. College Board may use and share PII and student data for this purpose regardless of whether the Student Search Licensees license this data in exchange for any type of monetary compensation or consideration to the College Board. The following student data will not be shared with any Student Search Licensees: disability status, social security numbers (SSN), actual test scores (students are only identified by score bands), disability status, or phone numbers. As part of the explanation on the collection, use and sharing of PII, College Board provides information explaining that the questionnaire and Student Search Service are optional, and how the PII will be licensed.
- c. Providing additional service and opportunities to underrepresented students to help them achieve and exceed their potential, consistent with all applicable laws.
  - (i) Access to Opportunity (A2O): College Board's A2O division provides services to underrepresented students designed to help them navigate the college planning, college application and financial aid processes. These students, identified based on demographics, and are offered additional resources, such as exam fee waivers, free scores sends and college application fee waivers, by the College Board and its partners, which are designed to address barriers they may face in the path to college access.
  - (ii) State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of providing state-based scholarships and in-state college and university enrollment.

Contractor Initials:   
Date: 4/12/22

(iii) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars): Eligible students are shared with the US Department of Education and Scholarship America for purposes of College Board recognition programs.

d. Providing additional service and opportunities to students to help them achieve and exceed their potential:

(i) National Merit Scholarship Corporation, co-sponsor of the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMST), receives information in order to designate high-scoring participants who will receive recognition in the National Merit Scholarship Program, including those who will qualify to continue in the competition and be recognized publicly.

(ii) Enhancing and Customizing Student Practice: Students may opt-in to have College Board share their scores and key exam metadata with Khan Academy, in order to personalize their free Official SAT Practice available on the Khan Academy site.

e. SAT Suite Score Reporting to Students: Online reports are delivered to students after each administration of the SAT Suite.

f. SAT Score Sends. Students may identify institutions to receive their SAT scores. student scores are only provided to higher education institutions and scholarship organizations when authorized by students.

g. SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.

h. 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 assessment and ensure that tests are unbiased in terms of race, gender, and culture.

2. The College Board uses the following subcontractors in connection with the administration of assessments:

**Alorica, Inc.**

- Alorica provides customer service personnel to assist the College Board's customer service staff by responding to inbound calls from parents and students.

**Educational Testing Service (ETS)**

- ETS provides operational activities for assessment test administration, including test security, call support for testing day issues and accommodation requests, print/fulfillment activities.

**Pearson**

- Pearson provides operational activities for assessment test administration, including answer sheet scanning, essay scoring, and print/fulfillment.

**Cambium, Inc.**

- Cambium, previously AIR, provides operational support and the platform for digital assessment test administration.

Contractor Initials  
Date 4/12/22



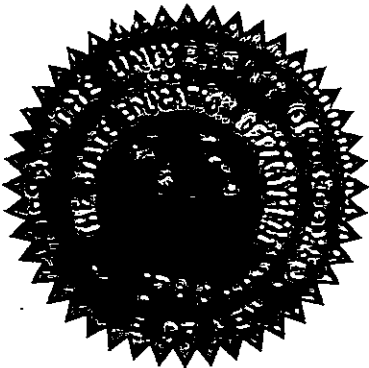
The University of the State of New York  
Education Department



STATE OF NEW YORK    )  
                                  ss.:  
COUNTY OF ALBANY    )

I, Daniel Morton-Bentley, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that College Board, located in the city, county, and State of New York, was incorporated by the Board of Regents by the issuance of an absolute charter in the first instance on April 25, 1957 under the corporate name "College Entrance Examination Board" ; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

A charter amendment changing the name to "College Board" was granted on January 15, 2019.



IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 7th day of February, 2022.

Daniel Morton-Bentley  
Counsel and Deputy Commissioner for Legal Affairs

**CERTIFICATE OF VOTE**

(Corporation without a Seal)

I, Aya Hbr ikh hi, do hereby certify that:  
(Name of the Clerk of the Corporation; cannot be signatory)

(1) I am the duly elected clerk of College Board  
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on January 14, 2022  
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Jeremy Singer President  
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 12th day of April, 2022  
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 12th day of April, 2022  
(Day) (Month) (Yr) (Must be same date as the contract date)

[Signature]  
(Signature of Clerk of Corporation)

STATE OF NEW York  
COUNTY OF Kings

On 4/12, 2022, the foregoing instrument was acknowledged before me.

In witness whereof I hereunto set my hand and official seal.

[Signature]

My commission expires on:

Notary Public/Justice of the Peace

**ROBYN L. ZELLER**  
NOTARY PUBLIC, State of New York  
No. 01ZEB190251  
Qualified in Kings County  
Term Expires: July 21, 2024

**CORPORATE RESOLUTION**

I, Kay Hallenbeck, Clerk of the College Board, a corporation organized and existing under the laws of the State of New York, hereby certify that the following is a full and true copy of a resolution adopted at a meeting of the Board of Trustees of The College Board, held on the 10<sup>th</sup> day of January, 2020.

Resolved that Jeremy Singer is authorized as of January 10, 2020 to make, execute and approve on behalf of the College Board, any and all contracts and to execute and approve on behalf of The College Board other instruments, a part of or incident to such contracts; effective until otherwise ordered by the Board of Trustees.

I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of College Board on this 15th day of October, 2020.

  
\_\_\_\_\_  
Kay Hallenbeck  
Clerk, Sr. Director Governance



Client#:

COLLEBOARD

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220	CONTACT NAME: Hayden Underwood	
	PHONE (A/C, No, Ext): 856-479-2117 FAX (A/C, No):	
	E-MAIL ADDRESS: hunderwood@connerstrong.com	
INSURED College Board	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The First Liberty Insurance Corporation	33588
	INSURER B: Liberty Mutual Fire Insurance Company	23035
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D: AIG Specialty Insurance Company	26883
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY				01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$				01/01/2022	01/01/2023	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability				01/01/2022	01/01/2023	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #

## CERTIFICATE HOLDER

New Hampshire Department of  
Education  
101 Pleasant Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. Michael Tognoni*

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