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Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
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June 14, 2017

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 and Student Assessment, to enter into a **sole source** contract with the College Board, New York, New York (vendor code 164060), in an amount not to exceed \$604,500.00, 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 through June 30, 2018. 50% General Funds, 50% Federal Funds

Funds to support this request are anticipated to be available in the following accounts in FY 2018 upon the availability and continued appropriation of funds in the future operating budget, Curriculum & Assessment and State Assessment-Federal:

	<u>FY18</u>
06-56-56-562110-49670000-612-500942 State Testing	\$302,250.00
06-56-56-562110-49930000-102-500731 Contracts for Program Services	\$302,250.00

EXPLANATION

The Department is requesting a **sole source** contract due to the fact that the College Board is the sole provider of the SAT assessment. The Department began using the SAT in 2016 as the State's high school statewide assessment and wishes to continue to use the SAT as a means of assessing students in grade 11.

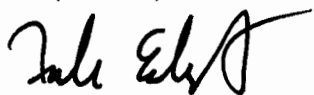
The College Board will continue to support the Department in administering the SAT exam during a school day, providing accommodations for those students needing support as necessary. The data collected from the SAT exam, at the state level, will be for the purposes of meeting state and federal accountability requirements. In addition, individual students will have access to detailed reports on their results and support and services through the College Board.

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

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:sm:emr


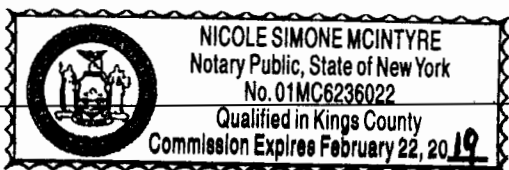
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name The College Entrance Examination Board DBA: The College Board		1.4 Contractor Address 250 Vesey Street, New York, NY 10281	
1.5 Contractor Phone Number 212-713-8121	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$604,500.00
1.9 Contracting Officer for State Agency Saundra MacDonald, Administrator, Bureau of Instructional Support and Student Assessment		1.10 State Agency Telephone Number 603-271-3453	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Coleman President and CEO	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Kings</u> On <u>June 13, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Nicole Simone McIntyre</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Nicole Simone McIntyre</u>			
1.14 State Agency Signature <u>Frank Edelblut</u> Date: <u>6-27-17</u>		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT, Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Eric McIntyre</u> On: <u>6/27/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

**SAT SCHOOL DAY PROGRAM
VOLUME-BASED SCHEDULE**

I. BACKGROUND

The College Board will support the State in administering the SAT exam during a school day. Under this contract, "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 State-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 States with access to additional savings when States pay to administer the SAT to at least one entire grade of students ("Participating Grade"). Shifting this financial obligation from the student to the State 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 State 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. District Deliverables:

- a. District online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the 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.

3. State Deliverables:

- a. State online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the 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. 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>). State 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.

5. **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. Any accommodations used by students, which were not previously and explicitly approved by the College Board’s SSD program, or accommodations that the College Board and the New Hampshire Department of Education agree are state-approved accommodations, will result in scores that are not reportable to colleges, universities, and scholarship programs but shall be valid for state accountability and assessment purposes. State 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.

6. **Required Information:** The State 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 State’s contacts as prescribed in Section VI (State Contact Information). The State 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 must submit a request for one by the deadline noted.

Administration Date	Deadline to submit changes	Deadline to apply for school code
March 21, 2018	February 23, 2018	February 2, 2018
April 10, 2018	March 9, 2018	February 23, 2018

State 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 State acknowledges that no adjustments can be made.

7. **Communications:** The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key “what to expect” information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test

day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.

- 8. Training of Designated Personnel at the Participating Schools:** The College Board will provide all necessary training and/or instructional materials to designated state and school personnel who will act as SAT School Day Test Supervisors and Coordinators, SSD Coordinators, Associate SAT School Day Coordinators, Proctors, and Hall Monitors (collectively “Designated Personnel”). The required training and/or instructional materials will be made available by the College Board to the State and **must be completed two weeks before the test administration date.**

Designated SAT School Day Test Supervisors and 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 Supervisor training and instructional materials, and may be required to complete SAT School Day staff agreements. State will advise and direct Designated Personnel that they must comply with all required Designated Personnel training.

SAT Student Guide distribution to Students: State will advise districts and schools that copies of the SAT Student Guide are to be distributed to all Students **at least one week before test administration date**, and direct them to comply with this deadline.

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

The College Board will provide the State 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

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

1. SAT Program: The State agrees and acknowledges that the SAT exam, SAT with Essay exam, examination materials, scores and all items (questions) contained therein, are the exclusive property of the College Board, including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Contract 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 State or that its formal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

SAT Data License

2. SAT Data and Reporting: For the April 10, 2018 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants the State 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. State 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 State may only use for the aforementioned purposes. State acknowledge 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.
- 2.2 The College Board reserves the right to revoke the above license grant if the State violates the terms of the license. In addition, the College Board shall not be liable to the State nor any third party for State's use of the question and answers explanation (including, but not limited to, any copyright infringement claims) beyond the scope of the license. The College Board and State agree and acknowledge that the data the College Board collects from the SAT exam shall be used only to enable the State to incorporate College Board data into its analysis and educational data warehouse 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.

4. Ownership of the 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 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 nature 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:** The State 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 th	March 21, 2018	April 10, 2018

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. State acknowledges that there are no designated or national administration makeup test dates associated with the March 21, 2018 Primary Test Date.

7. 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 Supervisor Manual and SAT School Day Test Supervisor 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 State is responsible for advising districts and schools of, and directing them to comply with, 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 Supervisor training and instructional materials. The test will be administered by School District 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 State for the Program will actually test. It is the responsibility of the State 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

School Name	AI Code
ACADEMY FOR SCIENCE AND DESIGN CHARTERED PUBLIC SCHOOL	300118
ALVIRNE HIGH SCHOOL	300280
BEDFORD HIGH SCHOOL	300044
BELMONT HIGH SCHOOL	300035
BERLIN SENIOR HIGH SCHOOL	300040
BISHOP BRADY HIGH SCHOOL	300105
BOW HIGH SCHOOL	300059
BUD CARLSON ACADEMY	300539
CAMPBELL HIGH SCHOOL	300337
CHARLES OTT ACADEMY	300562
CLEARWAY HIGH SCHOOL - ADULT LEARNING CENTER	300422
COCHeco ARTS AND TECHNOLOGY	300134
COE-BROWN NORTHWOOD ACADEMY	300470
COLEBROOK ACADEMY	300100
CONANT HIGH SCHOOL	300155
CONCORD HIGH SCHOOL	300115
CONTOOCOOK VALLEY REGIONAL HIGH SCHOOL	300490
COTTING SCHOOL	220282

CROTCHED MOUNTAIN REHABILITATION CENTER	300230
CSI CHARTER SCHOOL	300484
DEVEREUX	220024
DISTRICT OFFICE SAU 44	970000
DOVER ALTERNATE PROGRAM	300135_2
DOVER DISTRICT OFFICE	300135_3
DOVER SENIOR HIGH SCHOOL	300135_1
DR. FRANKLIN PERKINS SCHOOL	220028
EASTER SEALS OF NH - ROBERT B JOLICOEUR SCHOOL	300382
ENRICHED LEARNING CENTER	300049
EPPING HIGH SCHOOL	300175
EQUITY II	300605_2
EXETER HIGH SCHOOL	300180
FALL MOUNTAIN REGIONAL HIGH SCHOOL	300000
FARMINGTON SENIOR HIGH SCHOOL	300195
FRANKLIN HIGH SCHOOL	300205
FREDERICK L. CHAMBERLAIN INTERNATIONAL SCHOOL	221404
GILFORD HIGH SCHOOL	300304
GOFFSTOWN HIGH SCHOOL	300210
GORHAM HIGH SCHOOL	300220
GRANITE HILL SCHOOL	300462
GRANITE STATE ARTS ACADEMY CHARTER SCHOOL	300138
GREAT BAY ELEARNING CHARTER SCHOOL	300182
GROVETON HIGH SCHOOL	300235
HANOVER HIGH SCHOOL	300250
HILLSBORO-DEERING HIGH SCHOOL	300265
HINSDALE HIGH SCHOOL	300270
HOLLIS-BROOKLINE HIGH SCHOOL	300275
HOPKINTON HIGH SCHOOL	300120
INTER-LAKES JUNIOR SENIOR HIGH SCHOOL	300395
JOHN STARK REGIONAL HIGH SCHOOL	300605_1
KEARSARGE REGIONAL HIGH SCHOOL	300466
KEENE HIGH SCHOOL	300295
KENNETT HIGH SCHOOL	300125
KINGSWOOD REGIONAL HIGH SCHOOL	300636
LACONIA HIGH SCHOOL	300305
LANDMARK SCHOOL	221787
LEARNING PREP SCHOOL	222345
LEARNING SKILLS ACADEMY	300548
LEBANON HIGH SCHOOL	300325

LEDYARD CHARTER SCHOOL	300326
LIN-WOOD PUBLIC SCHOOL	300330
LISBON REGIONAL SCHOOL	300335
LITTLETON HIGH SCHOOL	300340
LONDONDERRY DISTRICT OFFICE	300347_1
LONDONDERRY SENIOR HIGH SCHOOL	300347_2
LONGVIEW SCHOOL	300131
MAKING COMMUNITY CONNECTIONS CHARTER SCHOOL - MONADNOCK	300297
MAKING COMMUNITY CONNECTIONS CHARTER SCHOOL (H)	300380
MANCHESTER CENTRAL HIGH SCHOOL	300355
MANCHESTER MEMORIAL HIGH SCHOOL	300366
MANCHESTER SCHOOL OF TECHNOLOGY	300374
MANCHESTER WEST HIGH SCHOOL	300360
MASCENIC REGIONAL HIGH SCHOOL	300448
MASCOMA VALLEY REGIONAL HIGH SCHOOL	300608
MERRIMACK HIGH SCHOOL	300405
MERRIMACK VALLEY HIGH SCHOOL	300485
MILFORD HIGH SCHOOL	300410
MONADNOCK REGIONAL HIGH SCHOOL	300468
MOULTONBOROUGH ACADEMY	300416
MOUNT PROSPECT ACADEMY	300511
MOUNT ZION CHRISTIAN SCHOOL	300041
NASHUA CHRISTIAN ACADEMY AND HIGH SCHOOL	300429
NASHUA HIGH SCHOOL NORTH	300430
NASHUA HIGH SCHOOL SOUTH	300431
NEW ENGLAND ACADEMY	220129
NEW HAMPSHIRE TECHNICAL INSTITUTE	300188_2
NEWFOUND REGIONAL HIGH SCHOOL	300060
NEWMARKET JUNIOR-SENIOR HIGH SCHOOL	300455
NEWPORT MIDDLE HIGH SCHOOL	300460
NEXT CHARTER SCHOOL	300137
NFI MIDWAY SHELTER	300050
NFI NORTH - CONTOOCOOK SCHOOL	300121
NFI NORTH - DAVENPORT SCHOOL	300292
NUTE HIGH SCHOOL AND LIBRARY	300415
OYSTER RIVER HIGH SCHOOL	300150
PACE CAREER ACADEMY CHARTER SCHOOL	300001
PARKER ACADEMY	300107
PELHAM HIGH SCHOOL	300482

PEMBROKE ACADEMY at GRACE CAPITAL CHURCH	300565
PINKERTON ACADEMY	300130
PITTSBURG SCHOOL	300500
PITTSFIELD HIGH SCHOOL	300505
PLYMOUTH REGIONAL HIGH SCHOOL	300510
PORTSMOUTH CHRISTIAN ACADEMY	300521
PORTSMOUTH HIGH SCHOOL	300520
PROFILE SENIOR HIGH SCHOOL	300056
PROSPECT MOUNTAIN HIGH SCHOOL	300005
RAYMOND HIGH SCHOOL	300525
ROCHESTER LEARNING ACADEMY	300215
SALEM HIGH SCHOOL	300550
SANBORN REGIONAL HIGH SCHOOL	300300
SEACOAST LEARNING COLLABORATIVE	300061
SOMERSWORTH HIGH SCHOOL	300555
SOUHEGAN COOP HIGH SCHOOL	300012
SPAULDING HIGH SCHOOL	300540
STEVENS HIGH SCHOOL	300090
SUNAPEE SENIOR HIGH SCHOOL	300560
SUNUNU YOUTH SERVICES CENTER	300381
TEAMS CHARTER SCHOOL	300486
THE RSEC ACADEMY	300011
THE WHITNEY ACADEMY	220717
TIMBERLANE REGIONAL HIGH SCHOOL	300508
TRINITY HIGH SCHOOL	300362
VIRTUAL LEARNING ACADEMY CHARTER SCHOOL	300188_1
VT SCHOOL FOR GIRLS	460006
WEDIKO SCHOOL	300633
WHITE MOUNTAINS REGIONAL HIGH SCHOOL	300615
WILTON-LYNDBORO SENIOR HIGH SCHOOL	300625
WINDHAM HIGH SCHOOL	300634
WINNACUNNET HIGH SCHOOL	300245
WINNISQUAM REGIONAL HIGH SCHOOL	300575
WOODSVILLE HIGH SCHOOL	300640

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

1. Fee Calculation for Service and Deliverables:

For each Participant registered in the participating grade(s), the State shall pay the College Board \$39.00 per participant without essay, which represents a 15% reduction in the per Participant cost for the 2017-2018 SAT School Day Administration. The College Board shall permit the State to provide necessary

registration information for each test taker, or review registration information provided by participating districts for accuracy, before the College Board invoices the State for the Participants; provided, however, this advance review does not apply to students registered by paper registrations on the test date. The College Board will provide the opportunity for each Participating School or registrant, as applicable, the ability to pay an additional amount (not to exceed \$12) to take the SAT with essay for registrants who opt to take the SAT with essay.

PRODUCT	CATALOG UNIT PRICE	DISCOUNT -ED UNIT PRICE	QUANT -ITY	SUBTOTAL (catalog unit price)	TOTAL DISCOUNT AMOUNT	TOTAL PRICE
SATSD Volume- Based Without Essay – 11 th Grade	\$46.00	\$39.00	15,500	\$713,000.00	\$108,500.00	\$604,500.00

VI. MISCELLANEOUS PROVISIONS

1. Designation of Assigned Personnel:

The College Board will designate staff contacts for the State in the SAT Program for SAT School and Test Administrative Services at Educational Testing Services (ETS). The College Board will provide the State with the name, telephone number, and email address for the designated contacts within ten days of the full execution of this 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 their contact information within ten days of the staffing change.

2. Program Implementation Meeting:

The College Board and the State 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 8 above. Other key staff may be included in the meeting as needed and as determined by the State or the 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.

3. 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 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.

4. 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.

5. The Test Administrative Services designated contact, or a back-up contact, at ETS, as designated above in Section 8, shall be available to the State's schools and Test Supervisors between the hours of 7AM and 8:30 PM, Eastern Standard Time, on the day before and the day of the SAT School Day test administration for the primary and make-up test dates.

6. College Board shall include the State's Program Coordinator and Test Center Supervisors on all email communications to schools providing information on the SAT School Day test administration.

7. 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 B
BUDGET
Budget (through June 30, 2018)

PRODUCT	DISCOUNTED UNIT PRICE	QUANTITY	TOTAL PRICE
SATSD Volume-Based Without Essay – 11 th Grade	\$39.00	15,500	\$604,500.00

Limitation on Price: In no case shall the total budget exceed the price limitation of \$604,500.00.

Funding Source: All funding is subject to the availability of state and federal funds. Funding for this contract is 50% General Funds and 50% Federal Funds from the following accounts:

	<u>FY 18</u>
06-56-56-562110-49670000-612-500942	\$302,250.00
06-56-56-562110-49930000-102-500731	\$302,250.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities 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. Invoices and reports shall be submitted to:

Saundra MacDonald
Administrator
Bureau of Instructional Support and Student Assessment
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Exhibit C

Amendments to the New Hampshire P-37 Agreement

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 by 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 RSA189:67 relative to student data received from the State.



CORPORATE RESOLUTION

I, Kay Hallenbeck, Director of Governance 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 15th day of October, 2012.

Resolved that **David Coleman** is authorized as of **October 15, 2012** 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 THE COLLEGE BOARD on this 13 day of JUNE, 2017.

Kay Hallenbeck,
Director, Governance

(Corporate Seal)



Independent Auditor's Report

To the Board of Trustees
College Entrance Examination Board

We have audited the accompanying financial statements of College Entrance Examination Board (the "Board"), which comprise the statement of financial position as of December 31, 2015 and the related statements of activities and changes in net assets and of cash flows for the eighteen months then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Board's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of College Entrance Examination Board at December 31, 2015, and the changes in its net assets and its cash flows for the eighteen months then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 1, the Board changed its fiscal year end from June 30 to December 31.

PricewaterhouseCoopers LLP

New York, New York
April 25, 2016

College Entrance Examination Board
Statement of Financial Position
December 31, 2015

(in thousands of dollars)

	2015
Assets	
Current assets	
Cash and cash equivalents (Note 2)	\$ 158,049
Investments (Note 3)	621,289
Accounts and other receivables, net of allowance of \$3,211	98,640
Grants and contracts receivable	2,560
Prepaid expenses and other current assets	<u>12,376</u>
Total current assets	892,914
Grants and contracts receivable	2
Investments, net of current portion (Note 3)	63,711
Property and equipment, net (Note 4)	76,859
Capitalized website costs and other software development costs, net of accumulated amortization of \$17,744	45,301
Deferred charges and other assets	<u>8,403</u>
Total assets	<u>\$ 1,087,190</u>
Liabilities and Net Assets	
Current liabilities	
Accounts payable, accrued expenses and other	\$ 76,558
Due to Educational Testing Service	206
Deferred revenue	73,458
Accrued postretirement benefits (Note 6)	<u>1,348</u>
Total current liabilities	151,570
Deferred revenue, net of current portion	16,342
Accrued postretirement benefits, net of current portion (Note 6)	45,333
Deferred rent, net of current portion	35,905
Other long-term liabilities	<u>4,256</u>
Total liabilities	<u>253,406</u>
Commitments and contingencies (Note 7)	
Net assets	
Unrestricted	832,345
Temporarily restricted (Note 8)	<u>1,439</u>
Total net assets	<u>833,784</u>
Total liabilities and net assets	<u>\$ 1,087,190</u>

The accompanying notes are an integral part of these financial statements.

College Entrance Examination Board
Statement of Activities
Eighteen Months Ended December 31, 2015

(in thousands of dollars)

	2015
Operating revenue	
Fees from programs and services	\$ 1,264,257
Program and service fee waivers and discounts	<u>(126,371)</u>
Fees from programs and services, net of fee waivers and discounts	1,137,886
Membership dues and meetings	3,885
Gain on sale of building (Note 4)	41,410
Net assets released from restrictions	<u>9,172</u>
Total operating revenue	<u>1,192,353</u>
Operating expenses	
Program services (Note 5)	
Assessments	595,563
Advanced Placement and Instruction	421,743
College and Career Access	74,599
State and District Partnerships	61,028
Puerto Rico and Latin American programs	<u>19,888</u>
Total program services	1,172,821
Membership services	<u>14,947</u>
Total operating expenses	1,187,768
Operating surplus	<u>4,585</u>
Nonoperating revenues, net	
Investment loss	
Interest and dividends	13,182
Net realized and unrealized loss on investments	<u>(23,152)</u>
Total nonoperating revenues, net	<u>(9,970)</u>
Deficiency of revenues over expenses	(5,385)
Pension-related changes other than net periodic pension cost	<u>(5,213)</u>
Change in unrestricted net assets	<u>\$ (10,598)</u>

The accompanying notes are an integral part of these financial statements.

College Entrance Examination Board
Statement of Financial Position
December 31, 2015

(in thousands of dollars)

	2015
Assets	
Current assets	
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Current liabilities	
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Total net assets	<u>833,784</u>
Total liabilities and net assets	<u>\$ 1,087,190</u>

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College Entrance Examination Board
Statement of Activities
Eighteen Months Ended December 31, 2015

(in thousands of dollars)

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Operating revenue	
Fees from programs and services	\$ 1,264,257
Program and service fee waivers and discounts	<u>(126,371)</u>
Fees from programs and services, net of fee waivers and discounts	1,137,886
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Gain on sale of building (Note 4)	41,410
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Operating expenses	
Program services (Note 5)	
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Advanced Placement and Instruction	421,743
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Puerto Rico and Latin American programs	<u>19,888</u>
Total program services	1,172,821
Membership services	<u>14,947</u>
Total operating expenses	1,187,768
Operating surplus	<u>4,585</u>
Nonoperating revenues, net	
Investment loss	
Interest and dividends	13,182
Net realized and unrealized loss on investments	<u>(23,152)</u>
Total nonoperating revenues, net	<u>(9,970)</u>
Deficiency of revenues over expenses	(5,385)
Pension-related changes other than net periodic pension cost	<u>(5,213)</u>
Change in unrestricted net assets	<u>\$ (10,598)</u>

The accompanying notes are an integral part of these financial statements.

College Entrance Examination Board
Statement of Changes in Net Assets
Eighteen Months Ended December 31, 2015

(in thousands of dollars)

	2015		
	Unrestricted	Temporarily Restricted	Total
Net assets at beginning of period	\$ 842,943	\$ 5,562	\$ 848,505
Change in unrestricted net assets	(10,598)	-	(10,598)
Temporarily restricted grants and contracts	-	5,049	5,049
Net assets released from restrictions	-	(9,172)	(9,172)
Change in net assets	<u>(10,598)</u>	<u>(4,123)</u>	<u>(14,721)</u>
Net assets at end of period	<u>\$ 832,345</u>	<u>\$ 1,439</u>	<u>\$ 833,784</u>

The accompanying notes are an integral part of these financial statements.

College Entrance Examination Board
Statement of Cash Flows
Eighteen Months Ended December 31, 2015

(in thousands of dollars)

	2015
Cash flows from operating activities	
Change in net assets	\$ (14,721)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	34,228
Net realized and unrealized loss on investments	23,152
Gain on sale of building	(41,410)
Pension-related changes other than net periodic pension cost	5,213
Provision for bad debts	(172)
Changes in operating assets and liabilities	
Due to Educational Testing Service	(23,960)
Accounts and other receivables	25,114
Grants and contracts receivable	1,784
Prepaid expenses and other current assets	342
Deferred charges and other assets	(882)
Accounts payable, accrued expenses and other	(586)
Accrued postretirement benefits	4,051
Deferred rent	15,201
Deferred revenue and other long-term liabilities	50,752
Net cash provided by operating activities	<u>78,106</u>
Cash flows from investing activities	
Purchases of property and equipment and capitalized website and other software development costs	(94,311)
Proceeds from sale of building	49,500
Purchases of investments	(277,039)
Net proceeds from sales of investments	<u>153,048</u>
Net cash used in investing activities	<u>(168,802)</u>
Net decrease in cash and cash equivalents	(90,696)
Cash and cash equivalents	
Beginning of period	<u>248,745</u>
End of period	<u>\$ 158,049</u>

The accompanying notes are an integral part of these financial statements.



JOHN T. FALLON

Executive Director, College and Career Readiness State Marketing

SAT and PSAT/NMSQT Assessment Programs

The College Board

250 Vesey Street, New York, NY 10281

212-713-7796

jfallon@collegeboard.org

WORK EXPERIENCE

Current Occupation

2005 TO PRESENT

The College Board

Sales & Marketing Executive

- Responsible for organizational brand and marketing strategy as Chief Marketing Officer
- Helped create and manage a division that united the regional offices into a sales and service unit
- Executed a change in focus of the regional teams, primarily focused on the PSAT/NMSQT and related services for AP, SAT, and higher education, that led to a major growth in the number, value, and students receiving opportunities through contracts with states and large districts
- Directly responsible for major accounts in the northeast (including NYC Department of Education, Baltimore, and D.C.) across all College Board product offerings
- Built and managed a product specific sales team that grew the SpringBoard (texts, formative assessment, and professional development services) program from revenues under \$10M in 2008 to a national program with revenues over \$27M in 2013
- Currently focused on the organizational goal to establish the SAT Suite of Assessments as the state assessment market leader for grades 8-11
- Defining RFI and RFP strategy including partnerships and joint product development activities with potential partners
- Collaborating with IT, Operations, and product management to develop features (data exchange, data security, online testing, and reporting) valued by state and large district customers
- State strategy work has resulted in the two largest ever state RFP awards for SAT (Michigan and Indiana)

Previous Occupation

2000-2005

Tutor.com

President & COO

2000 – 2005

- Involved as C.O.O. from 3 months after the company was founded in November 1999
- Collaborated with small senior leadership team (CEO, CFO, CTO) to manage all aspects of the business to grow from pre-revenue to breakeven; maintaining investor and employee equity
- Led the hiring and creation of technology and marketing teams
- Built and managed a national sales team that grew contract revenues from start-up to over \$20M in just over 4 years

- Negotiated software, service, and consulting contracts necessary to create the products and run the business

1998-2000

I.B.M. Brand Manager

- Created product marketing plans for World Book Encyclopedia software in the retail markets
- Managed packaging and collateral material designs
- Worked closely with design team to introduce features to the online and CD-ROM products that added value to consumer, library, and school markets
- Collaborated with Crayola, Edmark, and other IBM consumer division marketing staff on business development projects that led to joint development projects, investments, and, eventually, the sale of successful education technology products when IBM sunset the consumer division

1995-1998

The Princeton Review Product Manager

- Led the product development teams for Inside the SAT & ACT, Inside the GRE, Inside the GMAT, and College Advisor products
- Responsible for project management of the product cycle from content creation to channel sales plans and results
- Managed the development budget, developer timelines, QA process, production, and packaging for the retail markets
- Developed online and PC based testing systems for use in CD, online, and classroom-based products; The Princeton Review used this CBT content and technology for almost 10 years
- Worked closely with Broderbund and The Learning Company; negotiated distribution contracts and co-marketing plans

EDUCATION

1988-92

B.A. Economics with a concentration in biochemistry Dartmouth College, Hanover, NH

Dena Soled Johnson

djohnson@collegeboard.org

RELEVANT EXPERIENCE

Director, State and District Partnerships, January 2012 – Present, The College Board, Waltham, MA

- Generate, cultivate, and maintain long-term relationships with schools, districts, and state agencies to promote educational equity, access, and excellence for all students.
- Lead the formulation and execution of comprehensive implementation plans, communication and outreach strategies, and statewide partnership proposals.
- Manage and shape statewide adoption of the SAT School Day to fulfill federal accountability requirements in collaboration with Programs, Government Relations, and Policy and Advocacy.
- Regularly develop, customize, and facilitate professional development workshops, presentations, trainings, and engage in best practices consulting for K-12 constituents.

Director of Advanced Placement, October 2009 – January 2012, Boston Public Schools, Boston, MA

- Developed, directed, managed, and implemented BPS' AP Access, Retention, and Achievement Program in conjunction with administering a three-year, \$2.3 million Department of Education Advanced Placement Incentive Program (APIP) grant.
- Oversaw operation of district's Pre-AP and AP program including the establishment of targets and focused diagnostics for 32 high schools and 9 middle schools.
- Created a Pre-AP and AP skill development "AP Mentor" curriculum to strengthen students' problem solving, reasoning, critical thinking, and analytical abilities.
- Instituted and supervised a network of teacher leaders to serve as "AP Content Specialists" to aid classroom teachers and enhance instruction.
- Regularly visited and observed Pre-AP and AP teachers' classrooms to provide feedback, promote best practices, and determine individual professional development needs.
- Increased communication and outreach through the development of an "AP Teachers' Wiki" and delivery of a monthly electronic "AP Newsletter" for teachers, counselors, administrators and families.
- Established an annual "AP Conference" for families and students to promote the expansion of AP classes.

Social Studies Teacher, August 2008 – May 2009, Roosevelt High School, Sioux Falls, SD

- Taught multi-level AP United States Government and Politics, Government, and Geography
- Student-centered learning activities incorporated lecture, interactive historical simulations, technology, map activities, primary source reading, analysis, discussion, and debate.
- Developed and implemented differentiated curriculum aligned with state and district standards that emphasized a cross-curricular focus with adaptability to meet and cultivate diverse student needs.
- Part of a two-person team that rewrote the AP and Government curriculum for the district.
- All students passed the AP exam with 4s and 5s – the highest overall average scores in the school.

Social Studies Teacher, August 1998 – June 2008, Hayfield Secondary School, Alexandria, VA

- As Lead AP US History teacher, conducted district-wide professional development workshops for teachers in Fairfax and nearby counties.
- Taught 9th grade World History and Geography I, 9th grade World History and Geography I Learning Disabilities Inclusion classes, 9th grade World Civilizations Honors, 10th grade World History and Geography II Learning Disabilities Inclusion classes, and 11th grade United States History.
- Designed an elective course, Comparative Religion, in which enrollment increased by approximately 50% in two years.

HONORS

3rd Annual AP[®] District Honor Roll, Fall 2012: Out of the 539 U.S. public school districts recognized for increasing access to AP courses and improving the rate at which students earned scores of 3 or higher, BPS was one of only 28 districts that had 30% or greater enrollment of minority and low-income students.

Governor's School Outstanding Educator, Richmond, VA; July 2001; July 2005: Nominated by former students for excellence in the classroom.

Who's Who Among America's Teachers, 2002; 2005; 2006: Recommended by former students for making "a difference in his/her life."

National Honor Roll Outstanding American Teachers, 2006: Selected by a former student for having the "most influence on his life."

PROFESSIONAL DEVELOPMENT

Providence Scholarship Selection Committee, Providence, RI; May 2014 – Present: As a member of the Providence educational community, selected to review scholarship applications and interview students.

Application Reader, College Board Professional Fellowship, Spring 2014: Volunteered to evaluate inaugural year applications to a fellowship program recognizing leaders closing achievement gaps.

Blackstone Valley Prep Mayoral Academy Advisory Committee, Providence, RI; January 2013 – June 2013: Part of a small group of educational leaders that shaped the development of a new high school.

Table Leader, Advanced Placement US History Reading, Louisville, KY; June 2007 – June 2009: Supervised and trained between six and ten college professors and high school teachers to grade the document-based and free-response essay portions of the AP US History exam.

Faculty Consultant, Advanced Placement US History Reading, San Antonio, TX; June 2001 – June 2006: Adhered to College Board standards to score the essay portions of the AP exam.

Faculty Consultant, American Institute of Research, Washington, D.C.; September 2005 – May 2006: Created short-answer and multiple-choice assessments for the Ohio Department of Education.

Faculty Consultant, Praxis Series: Professional Assessments for Beginning Teachers in the Social Studies, May 2001; September 2005: Developed multiple-choice questions for national teachers' exam.

Advanced Placement/Honors Summer Institute, Alexandria, VA; July 2003 – July 2007: Developed, with an English teacher, a comprehensive summer program for rising juniors new to AP classes to build analytical thinking, reading comprehension, writing, note-taking, study, and organizational skills.

Teaching American History Grant, November 2004 – December 2005: Earned graduate credit through a course on historical inquiry and the creation of American history unit plans and curriculum.

Adventure of the American Mind Library of Congress Grant, Washington, D.C.; August 2004 – March 2005: Constructed a lesson plan examining the Vietnam War using primary sources which the Library of Congress selected publish on their website.

Professional Learning Community Development, Fairfax, VA; September 2003 – June 2004: Chosen as school representative to evaluate and execute the implementation of PLCs in our building.

Great Beginnings Mentor Program, Alexandria, VA; August 2001 – June 2008: Through observation of teaching, lesson planning, and school integration, served as official mentor to seven new teachers and supervised two student teachers in completing their field experience for teacher licensure.

EDUCATION

George Mason University, Fairfax, VA; June 2000 – July 2002, Summa Cum Laude
Master of Arts in Education (Initiatives in Educational Transformation)

James Madison University, Harrisonburg, VA; August 1994 – May 1998, Summa Cum Laude
Bachelor of Arts in History and Double Minor in Secondary Education and English

MARY KATHRYN MAHER

EDUCATION MANAGEMENT PROFESSIONAL

Versatile and driven Education Management Professional with solid training and practical experience in the educational field. Intrinsically motivated by values and vision. Effective communicator with skill for collaboration and dedication to both individual and team success. Bring passion, positive energy and unwavering commitment to each task. Key strengths include:

- Proactive Approach
- Coaching & Training
- Relationship Focus
- Operations
- Student Advocacy
- Strategic Thinking

EDUCATION

MBA, Public and Nonprofit Management Boston University Questrom School of Business, Boston, MA	Expected 2018
Dual Master of Arts, English, Women's and Gender Studies Brandeis University, Waltham, MA	2012
Bachelor of Arts, English, Spanish, Women's and Gender Studies College of the Holy Cross, Worcester, MA	2008
➤ <i>Student Government Association, Summer Institute of Hispanic Studies</i>	

EXPERIENCE

- Implementation Specialist, State and District Partnerships** | College Board 2016 to present
- Manage statewide assessment contracts to allow over 120K students to complete free assessments
 - Cultivate relationships and provide training for educators to increase students' college and career opportunities
 - Create partnerships with community organizations to promote SAT Practice, leading to 600K increase in usage
- Professional Figure Skating Coach** | The Skating Club of Boston 2012 to present
- Teach all levels and disciplines of figure skating in group and private settings to students varying in age
 - Supervise and mentor teaching assistants and provide feedback to develop their own coaching abilities
 - Build trusting relationships with parents and students, resulting in thriving client-base and 100% referral rate
- Academic Relations Coordinator, Advanced Placement Higher Education** | College Board 2015 to 2016
- Created effective presentations and communications to influence Chief Academic Officers' policy decisions
 - Organized operations for AP Higher Education meetings and events to maximize attendance and cost savings
 - Managed 200K budget for national-level memberships and partnerships, resulting in decreased spending by 5%
- Teacher/Counselor** | Farr Academy Therapeutic Day Program 2014 to 2015
- Designed individualized curriculum for 7th to 12th grade students with severe emotional and behavioral difficulties
 - Used therapeutic techniques to ensure attainment of students' behavioral goals and learning objectives
 - Developed transition plans to support students' successful progression to college, technical school or the workplace
- Writing Workshop Instructor** | Academic Student Center 2013 to 2014
- Designed engaging and challenging courses to develop middle and high school students' analytical writing skills
 - Assisted students in composing clear and effective college admissions essays
 - Motivated and supported English Language Learners to expand their vocabulary, grammar, and fluency in writing

- Adjunct Professor | Bristol Community College** 2012 to 2013
- Taught a foundational writing course to incoming students, ranging from 18 to 50 years old
 - Honed students' basic composition skills and developed their aptitude in analytical writing and research integration
 - Equipped students with the necessary writing skills to succeed in all academic coursework
- Resident English Instructor | Bristol Community College (TRIO Upward Bound)** 2012
- Provided academic instruction, tutoring, co-curricular advising and residence hall supervision to 66 first-generation, college-bound high school students of the Upward Bound Summer Program
 - Delivered challenging English Language Arts content to prepare students for the academic rigors of college
 - Evaluated assignments, monitored progress, and identified improvement areas to preemptively provide intervention
- Writing Tutor | Brandeis University** 2011 to 2012
- Provided interdisciplinary essay writing support to undergraduate and graduate level students
 - Guided students in the writing process, focusing on topic development and assertion of strong arguments
 - Offered intensive grammar training for English Language Learners
- Spanish Teacher and Faculty Senator | North Attleboro Public Schools** 2009 to 2011
- Instructed 135-seventh grade students in an introductory level of Spanish language and culture
 - Created semi-immersive environment to quickly enhance students' second-language acquisition
 - Equipped students with listening, speaking and writing skills to excel in their continuation of Spanish language study
 - Served as elected Faculty Senator to gather and present ideas for school-wide reformation
 - Collaborated with teachers and administrators to organize events, improve school policies and ensure the school's positive contribution to the community
- English Teacher and Advisor | North Attleboro Public Schools** 2008 to 2009
- Taught English Language and Literature to ninth and tenth grade students of varying ability levels
 - Implemented rigorous lessons to ensure students' successful completion of statewide standardized testing
 - Managed Writing Lab and guided students in completion of college admissions essays and scholarship applications
 - Served as an advisor to support a group of eight, ninth-grade students transitioning to high school
 - Communicated with students regularly to promote positive relationships, sound social and emotional health and ensure high academic achievement

SKILLS

Proficiency in Spanish | Cognos | iON | Lawson | Microsoft Office | Outlook | Salesforce

Dr. Sarah Thaler

EDUCATION

Ed.D Central Michigan University

Specialization: Educational Leadership

Dissertation: *Assessment Efficacy of Elementary and Secondary Principals: Scale Development Using Exploratory Factor Analysis*

M.S. Walden University

Specialization: Curriculum, Instruction and Assessment

B.S. Grand Valley State University

Specialization: Biology, Chemistry, Secondary Education

ADMINISTRATIVE AND LEADERSHIP EXPERIENCE

Senior Director, College Readiness Assessments

College Board

- Managed the implementation of SAT and PSAT state contracts for Michigan, Ohio, New Hampshire, Connecticut, and Rhode Island
- Conducted meetings with personnel from state departments of education to align with contract implementation
- Developed web content and printed publications to disseminate information for test center supervisors
- Collaborated with state-level field teams that communicated directly with educators
- Provided policy decisions and guidance for large-scale standardized test administrations

Director, State and District Partnerships

College Board

- Presented to Michigan educators at various conferences and professional development opportunities regarding the redesigned SAT Suite of Assessments and implementation procedures
- Created Michigan state standards alignment for SAT Suite of Assessments; collaborated with SDP contacts to modify alignment for Illinois, Maryland, and Colorado
- Provided timely and effective customer service to emails and phone calls about SAT and PSAT administration in Michigan
- Collaborated with higher education colleagues to strategize on outreach to charter authorizers
- Assisted in the creation and review of presentation decks and communications to improve language and clarity

Director of Instructional Services

Marysville Public Schools, Marysville, Michigan

- State and federal grant administrator (Title I, II, III, Section 31a, Homeless, GSRP)
- Developed and organized curriculum for K-12 based on assessing achievement and learning gaps with curriculum committees
- Responsible for systematically evaluating academic and behavioral programs
- Chair of Professional Study Council, responsible for strategically monitoring the progress toward district improvement targets
- Conduct and organize professional development for entire K-12 faculty (150 teachers and administrators)
- District assessment coordinator
- Enhanced the culture of assessment in the elementary by restructuring the standards-based reporting system

External Accreditation Reviewer

AdvancED

- Conducted district systems review of Anchor Bay Public Schools
- Trained to utilize the eleot™ classroom observation tool

Learning Outcomes Specialist

Macomb Community College, Warren, Michigan

- Assisted in the development of assessment rubrics for program evaluation
- Evaluated program-level learning outcomes for 80 institutional programs

Instruction and Assessment Coordinator

Wyandotte Public Schools, Wyandotte, Michigan

- Instructional technology coordinator responsible for the maintenance of student and faculty databases
- Assists in planning, implementation, and revision of state and federal grants
- Led team of 26 curriculum leaders to modify and write curriculum
- Analyzed assessment data to evaluate curriculum and instruction
- Member of District Improvement Leadership Team, Strategic Planning Team, Instructional Technology Leadership Team and district hiring committee

Director of Instruction/Assistant Principal/Academic Advisor

Sacred Heart Academy, Mt. Pleasant, Michigan

- District coordinator for standardized tests including the MEAP, PSAT, MME, and ACT
- Created and implemented academic advising plan for grades 7-12
- Accountable for student discipline
- Responsible for Title I and IIa nonpublic funding management
- Supervised the annual evaluations of teachers and served as mentor teacher

AVID Administrator

Lansdowne High School, Baltimore, Maryland

- Supervised program review to maintain national charter
- Maintained financial records of program and chaired site team meetings
- Trained staff in AVID teaching strategies

Small Learning Community Team Leader

Lansdowne High School, Baltimore, Maryland

- Followed federal grant guidelines
- Obtained and tracked student data
- Coordinated with teachers to provide interdisciplinary assignments and projects
- Disseminated team and academy data to local and state officials

TEACHING EXPERIENCE

Sacred Heart Academy, Mt. Pleasant, Michigan

Taught physical science, biology, anatomy, advanced study in science

Lansdowne High School, Baltimore, Maryland

Taught standard and honors biology

Samuel L. Banks High School #420, Baltimore, Maryland

Taught earth science and physics

Central Michigan University Science, Math and Technology Summer Camp teacher

Taught middle school forensics class

PROFESSIONAL APTITUDES

- Proficient in technology including Microsoft Office suite, Google tools, Salesforce, Sharepoint, and learning management systems such as Blackboard, Moodle, and Edmodo
- Effective communicator and public speaker
- Understanding of pedagogical and andragogical learning practices

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS

- Member of Metro Bureau Council of Academic Leadership
- Michigan Association for Supervision and Curriculum Development (MASCD), Member
- Michigan Association for Computer Users in Learning (MACUL), Member
- CITI Certification for Ethical Research
- Michigan Professional Teaching Certificate
- Michigan Administrators Certificate