

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 1st day of July 2019, by and between **College Entrance Examination Board dba The College Board** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide each participant with instructional tools, subject area content, standards-based assessments, and the alignment to the Common Core State Standards (CCSS) to ensure that all participants are able to implement SpringBoard as the curriculum in English Language Arts (ELA) and Mathematics at participating Milwaukee Public Schools.

Contractor will provide SpringBoard teacher and student materials to participating middle and high schools in the Milwaukee Public Schools with free licenses to access SpringBoard digital. SpringBoard English Language Arts and Mathematics materials aligned to standards will be provided for grades 6 through 12. Milwaukee Public Schools will determine the quantities needed at each school requesting the SpringBoard Program.

Contractor will also provide professional development to teachers and administrators participating in the SpringBoard program. The professional development will include the Initial Institute, Quick Start Institute, and/or Initial Institute Follow-up Workshop to launch and/or sustain a successful implementation of the program. The professional development will occur during mutually agreed upon dates, times, and locations. MPS may cancel or reschedule a workshop upon a thirty (30) days’ notice.

The scope of services shall be in accordance with the attached College Board SpringBoard Rider attached hereto as “Attachment A” and incorporated herein by reference.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

2. TERM

This Contract shall be in effect from July 1, 2019 through June 30, 2019 (“Initial Term”) with the option to extend for two additional one-year periods.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$600,000.00 in the Initial Term. Prices shall be pursuant to Contractor’s list prices attached hereto as “Attachment B” and incorporated herein by reference.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools
Attn: Vickie Brown-Gurley, Senior Director
Office of Curriculum & Instruction
5225 W Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage,

including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to,

upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V022854)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Adria D. Maddaleni, J.D.
Director, Procurement and Risk Management

Date: _____
College Entrance Examination Board
d/b/a The College Board
250 Vesey Street
New York, NY 10281
(847) 562-6105

Date: _____
By: _____
Keith P. Posley, Ed.D.,
Superintendent of Schools

Date: _____

SSN / FEIN:

Budget Code:
ENG-0-I-SBD-CI-ECTS \$200,000.00
MTH-0-I-SBD-CI-ECTS \$200,000.00
SDV-0-S-SBD-CI-ECTS \$200,000.00

By: _____
Larry Miller, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____

ATTACHMENT A – SPRINGBOARD SERVICES RIDER

1. SpringBoard Program Overview.

The SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital, and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the 'SpringBoard Program').

2. License Grant. The following licenses are referred to herein collectively as the 'Licenses'.

2.1 License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ('SpringBoard Digital') and to allow each of the participating schools (the 'Schools') to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the 'SpringBoard URL'). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

2.2 Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses set forth in this Section 2 (License Grant).

2.3 Access to SpringBoard. Schools will access the products (*e.g.* ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

2.3.1 Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate Client's right to use SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

2.4 Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ('Service Provider(s)') for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider because their privacy practices may differ from the College Board's practices.

3. Professional Learning. The College Board shall furnish SpringBoard professional learning, workshops, coaching services and institutes (collectively, the 'Services').

3.1 SpringBoard Digital Access during Services. In connection with the Services, the College Board shall provide temporary access to applicable subject and grade levels of SpringBoard Digital for any participants who do not already have access, for a period of one hundred twenty (120) days. The College Board will grant complete access to SpringBoard Digital when Client purchases Student Editions (print and/or digital) for the subject and grade level for which the temporary access was provided.

4. Products.

During the Term, the College Board shall furnish material for certain Services (collectively, the 'Products'). Client acknowledges and agrees that the College Board shall be responsible for coordinating shipping and handling of the Products.

5. Client Obligations.

5.1 Workshops.

5.1.1 For any workshop presented by the College Board to a group of teachers or educators, as applicable (the 'Workshop'), Client shall be responsible for confirming that the duration, scope, and dates of the Workshops are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

5.1.2 Client shall choose its teachers and educators to participate in any Workshop; provided, however, Client is prohibited from selling seats to teachers and educators who do not work for Client to any Workshop without advance written consent (with email to suffice) of the College Board.

5.1.3 **Workshop Checklist.** Client will collect and provide the College Board with the implementation information ('Implementation Information') below at least thirty (30) days prior to the first day of the Workshop, or upon execution of this Agreement if College Board is offering an Expedited Workshop:

5.1.3.1 District Information. District contact information, District Workshop Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.

5.1.3.2 School Information. School contact information, principal contact information, School Workshop coordinator, and where applicable information technology contact.

5.1.3.3 Workshop Site. Venue address to host the Services, which includes a meeting room and where applicable, audio-visual equipment.

5.1.3.4 Participant Information. The number of participants, and their subject and grade levels. Client agrees that the College Board may rely on such list in determining the number of materials and consultants provided by the College Board to Client at such Service.

5.1.3.5 Participant Attendance. The number of participants may not exceed the maximum outlined in the Professional Learning Catalog, or Client will be subject to the Participant Fee.

5.1.3.6 Designation of Workshop Coordinator. Client shall designate a workshop coordinator who shall be the College Board's principal contact and shall assist in the organization and training.

5.1.3.7 Information Technology Contact. Client shall designate and shall cause each School to designate an information technology contact. Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the Service.

5.2 Network Access and Internet Connectivity. Client will ensure network access and Internet connectivity during the Workshop and will require Client information technology contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.

5.3 Accommodations and Instruments. Client shall furnish workshop space, instruments such as overheads, projectors, chairs and desks, DVD player and monitor, and whiteboards as necessary for the Services, and any food or refreshments Client wishes to have onsite.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not timely receive the Implementation Information required Client may be subject to the additional fees, and the College Board reserves the right to decline furnishing the Services. If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

10. **Use of Cookies.** A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

11. **Content Revision.** The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

12. **Proprietary Rights and Intellectual Property.** The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or

College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, 'Content') provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating, recording or streaming, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.


Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer for resale, any used or unused SpringBoard Program material, including student or teacher editions.

ATTACHMENT B – SPRINGBOARD PRICE LIST FOR 2019-20 SCHOOL YEAR

2019-2020 Professional Learning Order Form					
Building The Foundation	Price	Quantity			Total
		ELA	Math	Int Math	
For Teachers and/or Instructional Coaches					
Initial Institute**	\$7,200				\$ -
Quick Start Institute*	\$6,200				\$ -
Initial Institute Follow-Up Workshop	\$4,100				\$ -
For Administrators and/or Instructional Coaches					
Building the Foundation Administrator Workshop	\$4,100				\$ -
Implementation Walks	\$4,100				\$ -
Building Expertise	Price	Quantity			Total
		ELA	Math	Int Math	
For Teachers and/or Instructional Coaches					
Building Literacy Skills in the Math Classroom	\$4,100	--			\$ -
Collaborative Curriculum Mapping*	\$6,200				\$ -
Collaboratively Examining Student Work	\$4,100				\$ -
Connecting the SAT to Classroom Practice	\$4,100				\$ -
Differentiating Instruction	\$4,100				\$ -
Effective Mathematics Practices for Your Classroom	\$4,100	--			\$ -
Engaging Math Students in Higher-Order Thinking	\$4,100	--			\$ -
Purposeful Planning for Your Course	\$4,100				\$ -
SpringBoard Close Reading Workshops	\$4,100		--	--	\$ -
SpringBoard Writing Workshops	\$4,100		--	--	\$ -
Supporting English Language Learners	\$4,100				\$ -
Teaching and Learning with SpringBoard Digital	\$4,100				\$ -
Time with Text	\$4,100		--	--	\$ -
Using Assessments to Guide Instruction	\$4,100				\$ -
For Instructional Coaches					
Instructional Coaches Institute*	\$6,200				\$ -
For Administrators					
Building Expertise Administrator Workshop	\$4,100				\$ -
Learning Walks	\$4,100				\$ -
Building Capacity	Price	Quantity			Total
		ELA	Math	Int Math	
For Teachers and/or Instructional Coaches					
Foundations for District Facilitation**	\$10,000				\$ -
Planning Support for District-Endorsed Facilitator*	\$6,200				\$ -
For Administrators					
Side-by-Side Coaching for Instructional Leaders***	\$4,100				\$ -

* Two consecutive days per content area **Three consecutive days per content area ***One day; 3-4 classrooms per day

2019-2020 Materials Order Form								
ELA National Edition								
PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA National Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2018®	978-1-4573-0835-2	\$19.25		\$ -	978-1-4573-0842-0	\$92.00		\$ -
Grade 7 - 2018®	978-1-4573-0836-9	\$19.25		\$ -	978-1-4573-0843-7	\$92.00		\$ -
Grade 8 - 2018®	978-1-4573-0837-6	\$19.25		\$ -	978-1-4573-0844-4	\$92.00		\$ -
Grade 9 - 2018®	978-1-4573-0838-3	\$19.95		\$ -	978-1-4573-0845-1	\$98.00		\$ -
Grade 10 - 2018®	978-1-4573-0839-0	\$19.95		\$ -	978-1-4573-0846-8	\$98.00		\$ -
Grade 11 - 2018®	978-1-4573-0840-6	\$19.95		\$ -	978-1-4573-0847-5	\$98.00		\$ -
Senior English - 2018®	978-1-4573-0841-3	\$19.95		\$ -	978-1-4573-0848-2	\$98.00		\$ -
ELA Close Reading Workshop®	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2018®	978-1-4573-0877-2	\$8.99		\$ -	978-1-4573-0884-0	\$29.99		\$ -
CRW - Grade 7 2018®	978-1-4573-0878-9	\$8.99		\$ -	978-1-4573-0885-7	\$29.99		\$ -
CRW - Grade 8 2018®	978-1-4573-0879-6	\$8.99		\$ -	978-1-4573-0886-4	\$29.99		\$ -
CRW - Grade 9 2018®	978-1-4573-0880-2	\$8.99		\$ -	978-1-4573-0887-1	\$29.99		\$ -
CRW - Grade 10 2018®	978-1-4573-0881-9	\$8.99		\$ -	978-1-4573-0888-8	\$29.99		\$ -
CRW - Grade 11 2018®	978-1-4573-0882-6	\$8.99		\$ -	978-1-4573-0889-5	\$29.99		\$ -
CRW - Grade 12 2018®	978-1-4573-0883-3	\$8.99		\$ -	978-1-4573-0890-1	\$29.99		\$ -
ELA Close Writing Workshop®	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CWW - Grade 6 2018®	978-1-4573-0891-8	\$9.99		\$ -	978-1-4573-0898-7	\$29.99		\$ -
CWW - Grade 7 2018®	978-1-4573-0892-5	\$9.99		\$ -	978-1-4573-0899-4	\$29.99		\$ -
CWW - Grade 8 2018®	978-1-4573-0893-2	\$9.99		\$ -	978-1-4573-0900-7	\$29.99		\$ -
CWW - Grade 9 2018®	978-1-4573-0894-9	\$9.99		\$ -	978-1-4573-0901-4	\$29.99		\$ -
CWW - Grade 10 2018®	978-1-4573-0895-6	\$9.99		\$ -	978-1-4573-0902-1	\$29.99		\$ -
CWW - Grade 11 2018®	978-1-4573-0896-3	\$9.99		\$ -	978-1-4573-0903-8	\$29.99		\$ -
CWW - Grade 12 2018®	978-1-4573-0897-0	\$9.99		\$ -	978-1-4573-0904-5	\$29.99		\$ -
ELA Close Reading Workshop/Close Writing Workshop Bundle	<i>Bundle price includes 1 Close Reading Workshop and 1 Writing Workshop Student Edition Teacher Editions must be purchased separately</i>							
TITLE	ISBN	Price	QTY	Cost				
CRW/CWW Bundle - Grade 6®	2018CRWWWGR6SE	\$12.95		\$ -				
CRW/CWW Bundle - Grade 7®	2018CRWWWGR7SE	\$12.95		\$ -				
CRW/CWW Bundle - Grade 8®	2018CRWWWGR8SE	\$12.95		\$ -				
CRW/CWW Bundle - Grade 9®	2018CRWWWGR9SE	\$12.95		\$ -				
CRW/CWW Bundle - Grade 10®	2018CRWWWGR10SE	\$12.95		\$ -				
CRW/CWW Bundle - Grade 11®	2018CRWWWGR11SE	\$12.95		\$ -				
CRW/CWW Bundle - Grade 12®	2018CRWWWGR12SE	\$12.95		\$ -				
Strategy Posters	Price	QTY	Cost					
ELA Strategy Poster Set (3 Posters)	\$12.95		\$ -					
ELA Total						\$0.00		
Math Total						\$0.00		
Shipping (10%)						\$0.00		

Math National Edition								
PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014®	978-1-4573-0148-3	\$17.95		\$ -	978-1-4573-0155-1	\$91.00		\$ -
Course 2 - 2014®	978-1-4573-0149-0	\$17.95		\$ -	978-1-4573-0156-8	\$91.00		\$ -
Course 3 - 2014®	978-1-4573-0150-6	\$17.95		\$ -	978-1-4573-0157-5	\$91.00		\$ -
Algebra 1 - 2014®	978-1-4573-0151-3	\$18.95		\$ -	978-1-4573-0158-2	\$94.00		\$ -
Geometry - 2015®	978-1-4573-0152-0	\$19.45		\$ -	978-1-4573-0159-9	\$98.00		\$ -
Algebra 2 - 2015®	978-1-4573-0153-7	\$19.45		\$ -	978-1-4573-0160-5	\$98.00		\$ -
Integrated Math I 2017®	978-1-4573-0542-9	\$18.95		\$ -	978-1-4573-0549-8	\$94.00		\$ -
Integrated Math II 2017®	978-1-4573-0543-6	\$19.45		\$ -	978-1-4573-0550-4	\$98.00		\$ -
Integrated Math III 2017®	978-1-4573-0544-3	\$19.45		\$ -	978-1-4573-0551-1	\$98.00		\$ -
Precalculus - 2015®	978-1-4573-0154-4	\$19.45		\$ -	978-1-4573-0161-2	\$98.00		\$ -
Strategy Posters					Math Total			
	Price	QTY	Cost		\$0.00			
Math Strategy Poster Set (2 Posters)	\$8.95		\$ -					