

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00029698**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **July 01, 2021** ("Effective Date"), by and between Irvine Unified School District ("Client") and College Board ("College Board").

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

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

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

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2022 ("Initial Term"). Client may renew this Agreement for up to four (4) additional in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

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

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2021-2022 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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

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

5.0 Representations and Warranties.

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

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

5.3 Compliance with Laws. Each party represents and warrants to the other party that it will comply with all applicable laws and regulations with respect to its activities under this Agreement. College Board shall ensure that any partners, subcontractors or agents to whom College Board may release Confidential Information, including Student Data, (collectively "Client Data") are similarly bound. A list of subcontractors subject to this section is attached hereto as Attachment 1. College Board and its subcontractors have entered into written agreements which include provisions governing the collection, use, maintenance, and confidentiality of student data received in connection with the Deliverables provided that are consistent with the provisions of this Agreement, including those set forth in Attachment 3 hereto.

5.4 Security. College Board will implement reasonable and typical administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Client Confidential Information (defined in attached Schedule) and Student Data. College Board agrees to only use or disclose personal information records created or received from, by, or on behalf of Client or its Users for the purposes of (a) providing and improving the Services under this Agreement, except that College Board may create, use, and disclose de-identified and aggregated usage data based upon personal information records for its own purposes, (b) as permitted by this agreement, (c) as required by law or regulation, or (d) as authorized by Client or as applicable, Student, in writing. A description of College Board's use of data in connection with optional additional services is more fully described on Attachment 2, attached hereto and incorporated herein by this reference.

5.4.1 Notice In Event of Security Breach. Upon College Board becoming aware of: (a) any unlawful or unauthorized access to Client Data (each a "Security Incident"), College Board will: (i) promptly notify Client of the Security Incident in a timely manner; (ii) promptly investigate the Security Incident and provide Client with detailed information about the Security Incident, including the identity of affected Users for notification purposes; and (iii) take commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Following the occurrence of a Security Incident, College Board will take commercially reasonable, prompt and appropriate corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future.

5.5 Privacy. The privacy terms of this agreement and the accompanying DPA are controlling, and new or conflicting terms may not be imposed on individual Users for services and deliverables which are the subject matter of this Agreement.

5.5.1 Student Privacy Protection. To the extent applicable to the services and Client Data which are the subject matter of this Agreement and the accompanying DPA, both parties agree to uphold their responsibilities under the Family Education Rights Privacy Act. (FERPA), the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy Protection Act (COPPA) and all other applicable law, including California Education Code section 49073.1 and SOPIPA. College Board warrants to Client that all data collected directly from student and/or data resulting from tracking student's use of the Service is subject to parental consent and will occur in strict conformity to the requirements of the Children's Online Privacy Protection Act (COPPA). College Board may not sell or market Student Data or use Student Data for sale or marketing purposes without express parental consent. Client reserves the right to audit and inspect College Board and its subcontractor's compliance with this agreement and applicable law.

5.5.2 Public Records Act Requests. College Board acknowledges that providing access to non-exempt public records to the public is part of the obligations and duties of Client. Accordingly, as necessary, College Board will provide assistance in making such records available to the public in a timely manner based upon the facts and circumstances of the request and as required by law.

5.6 Insurance. College Board agrees to carry comprehensive general liability insurance mutually acceptable to both parties to protect College Board and Client against liability or claims of liability which may arise out of this Agreement. College Board will provide its Certificate of Insurance upon Client's request.

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

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

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL NOT PRECLUDE CROSS-COMPLAINTS FROM CLIENT FOR INDEMNITY ARISING FROM THIRD-PARTY SUITS.

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

8.0 Ownership and Proprietary Rights

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

8.2 Client Owned Content. All information, data, results (except College Board assessment score reports), plans, sketches, texts, files, links, images, photos, videos, audio files, notes, or other materials uploaded under Client's User accounts in the Service remain the sole property of Client, as between College Board and Client (Client Content).

8.2.1 Content Disclosure. College Board will not disclose Client Content to a third party (including law enforcement, other government entity, or civil litigant; excluding its subcontractors) except as directed by Client, student User whose data is the subject of the disclosure, or unless required by law. Should a third-party contact College Board with a request for Client Content, College Board will redirect the third party to request the data directly from Client. As part of that process, College Board may provide Client's contact information to the third party. College Board will notify Client in advance of a compelled disclosure to a third party unless legally prohibited or if such disclosure is at the request of a student User whose data is the subject of the disclosure. Notwithstanding the foregoing, College Board may access and preserve User’s registration and any other information if required to do so based on College Board’s good faith belief that such access or preservation is necessary to: (i) enforce this agreement; (ii) respond to claims of a violation of the rights of third parties, whether or not the third party is a User,

individual, or government agency; (iii) respond to Client service inquiries; or (iv) protect the rights, property, or personal safety of College Board, other users or the public, provided however, that College Board will only disclose such information upon prior written consent from Client unless such disclosure is at the request of a student User whose data is the subject of the disclosure. Client grants College Board the worldwide, royalty-free right to use, publicly display, and distribute the Client Content solely for purposes of performing its obligations under this agreement and providing and improving the Services. College Board may not distribute Client Content to a third party without Client's express written consent.

8.2.2 Student Data. For purposes of this agreement, Student Data is defined as any data collected from or related to student Users in the course of using the Service, including student directory data as defined by FERPA and Client policies. Student Data does not include de-identified, aggregated usage data generated by College Board. Client retains exclusive control over Student Data, including determining who may access Student Data and how such information may be mined for legitimate, authorized purposes, subject to express consent obtained from Student for the optional addition services described in Attachment 2. College Board may use de-identified data obtained from student test takers for psychometric and educational research purposes to evaluate the validity of our assessment and assure that tests are unbiased.

8.2.3 The provisions of this Section 8 solely relate to Student Data and information that is collected or retained pursuant to this Agreement and does not apply to interactions initiated by the student for services or information from the College Board.

9.0 Miscellaneous.

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

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

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

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

To College Board:
K-12 Contract Management

With a copy to
Legal Department

To Client:
Keith Tuominen

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

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

Director of Curriculum and Instruction
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Tel: 9499365047
keithtuominen@iusd.org

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

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

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

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

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

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

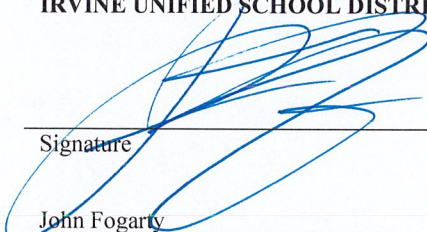
9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity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

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

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

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

IRVINE UNIFIED SCHOOL DISTRICT



Signature
John Fogarty

Name

Asst Supt Business Services

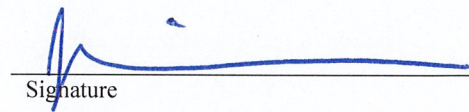
Title

September 15, 2021

Date

14SD Board Approved 9/14/2021

COLLEGE BOARD



Signature
Jeremy Singer

Name

President

Title

9/28/2021

Date

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

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

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

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via 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. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

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

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

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

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

6. Changes to Participating Schools. Changes to the list of Participating Schools cannot be made after **September 10, 2021**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

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

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and score reports) provided by College Board under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks², trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

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

3. PSAT/NMSQT Assessment Administration. The exam shall be administered on **October 13, 2021**. The alternate exam test administration is on **October 26, 2021**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

4. Client Testing Delays. Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available during that school year after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force, Client may schedule administration dates for the PSAT/NMSQT during the following school year, and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Creekside High School	051272
Irvine High School	051271
Northwood High School	051283
Portola High School	050266
San Joaquin High School	051273

² PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

University High School	051984
Woodbridge High School	051274

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their high schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Multi-Assessment Pricing:	
	Suite Pricing: PSAT/NMSQT with PSAT 8/9 and SAT School Day	• PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

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

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than **October 29, 2021**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

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

4. Unused Tests. Participating Schools will not incur unused test fees.

³ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
Form Approved By College Board Legal January 2020

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

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9[®] exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

II. SCOPE

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

1. Materials for Students:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential[™] for students in 9th grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide, available via College Board website.
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

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

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

5. Change to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order test books**.

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

III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and score reports) provided by College Board under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

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

3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

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

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2021 and March 2022, and its second testing date in April 2022. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a ‘PSAT 8/9 Delay Event’), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator’s Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its’ employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect, Client may schedule administration dates for the PSAT 8/9 during the following school year, and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.

- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

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

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

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

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

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Irvine Unified School District	Creekside High School	051272	9	Sep 20, 2021 - Jan 28, 2022
Irvine Unified School District	Irvine High School	051271	9	Sep 20, 2021 - Jan 28, 2022
Irvine Unified School District	Northwood High School	051283	9	Sep 20, 2021 - Jan 28, 2022
Irvine Unified School District	Portola High School	050266	9	Sep 20, 2021 - Jan 28, 2022
Irvine Unified School District	San Joaquin High School	051273	9	Sep 20, 2021 - Jan 28, 2022
Irvine Unified School District	University High School	051984	9	Sep 20, 2021 - Jan 28, 2022
Irvine Unified School District	Woodbridge High School	051274	9	Sep 20, 2021 - Jan 28, 2022

V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful

implementation of the Early Participation Program is contingent on Client requiring 100% of their schools⁴ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u>	<u>Multi-Assessment Pricing:</u>
	PSAT 8/9 with SAT School Day, and PN and/or P10	<ul style="list-style-type: none"> • PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

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

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2021 – Jan. 2022	October 29, 2021
Feb. 2022 – Mar. 2022	January 28, 2022
April 2022	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

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

4. Unused Tests (paper and pencil). Participating Schools will not incur unused test fees.

⁴ College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

VI. CLIENT CONTACT INFORMATION

	Primary ⁵	Data Recipient ⁶	Billing ⁷	Bulk Registration (optional) ⁸
Name:	Keith Tuominen	Thao Huynh	Elena Guerena	Connie Jacobs
Title:	Director of Curriculum and Instruction	Specialist: Data Assessment & Evaluation	Executive Assistant	Counselor
Address:	5050 Barranca Parkway	5050 Barranca Parkway	5050 Barranca Parkway	5050 Barranca Pkwy
City/State/Zip:	Irvine, CA 92604	Irvine, CA 92604	Irvine, CA 92604-4652	Irvine, CA 92604-4652
Phone:	(949) 9365047	(949) 936-5262	(949) 936-5000	(949) 936-5073
Email:	keithtuominen@iusd.org	thaohuynh@iusd.org	elenaguerena@iusd.org	conniejacobs@iusd.org

⁵ This is the person to whom College Board should direct primary communications.

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

⁷ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁸ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

Attachment 1**Subcontractors**

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

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

Educational Testing Service (ETS) ETS provides operational activities for assessment test administration, including test security, call support for testing day issues and accommodation requests, print/fulfillment activities.

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

Attachment 2**Optional Additional Services**

Client understands that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing the services available to students. Client is not authorized to provide consent for such use on Students' behalf. College Board will provide Client with materials to share with students and families, which includes information on how to opt out of College Board's sharing Student Data as set forth below.

Subject to Student's consent, College Board uses the information received as follows:

1. College Board's Use of Student Data

a. College Board may collect information from students if they provide consent by completing the optional Student Data Questionnaire. These questions and data collection relate to language background, courses taken, college major and interests, parent's highest level of education, and questions to determine their eligibility for scholarship programs with College Board scholarship partners. This information may also be shared with colleges, universities and scholarship partners, if the student opts into the College Board's Student Search Service. See link for more information <https://studentsearch.collegeboard.org>

b. For those students who take the PSAT/NMSQT and who provide consent by opting in to participate in Student Search Service, College Board may share student data, including data cited in (a) above, with higher education institutions or scholarship providers ("Student Search Licensees") that are looking for students who meet specific criteria. College Board may use and share PII and student data for this purpose regardless of whether the Student Search Licensees license this data in exchange for any type of monetary compensation or consideration to the College Board. The following student data will never be shared with any Student Search Licensees: social security numbers (SSN), actual test scores (students are only identified by score bands), disability status, or phone numbers. As part of the explanation on the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining that the Student Data Questionnaire and Student Search Service are optional, and how the PII will be licensed.

c. College Board has identified partners for providing additional service and opportunities to underrepresented students to help them achieve and exceed their potential, consistent with all applicable laws. Details of Partners and the general purpose of the partnerships are as follows:

(i) Access to Opportunity (A2O): College Board's A2O division provides services to unrepresented students designed to help them navigate the college planning, college application and financial aid processes. These students identified based on demographics, and are offered additional resources, such as exam fee waivers, free scores sends and college application fee waivers, by the College Board and its partners, which are designed to address barriers they may face in the path to college access.

(ii) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars): Eligible student names are shared with the US Department of Education (Learn more <https://www2.ed.gov/programs/psp/index.html>) . For the National Hispanic Recognition Program (NHRP), students submit an application directly to NHRP for scholarship consideration. Learn more <https://www.scholarsapply.org/nhrp/instructions.php>

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2021	June 30, 2022	2,608	\$18.00	\$46,944.00	\$5,216.00	\$41,728.00
PSAT 8/9 EPP Fixed- Fee - 9th Grade	July 1, 2021	June 30, 2022	2,744	\$14.00	\$38,416.00	\$5,488.00	\$32,928.00

Subtotal: \$85,360.00

 Total Discount: **\$10,704.00**

Total Cost: \$74,656.00

Attachment 3
College Board Data Security Agreement

This Data Security Agreement ("Agreement") is entered into between Irvine Unified School District, known for the purpose of this Agreement as "Client" and the College Board, hereafter known as the "College Board". The Agreement refers to the data security and confidentiality of pupil records as it pertains to Client's procurement and utilization of the College Board's digital platform.

1. Security and Confidentiality of pupil records. College Board will do the following to ensure the security and confidentiality of Client pupil records used or otherwise disclosed on College Board's digital platform:
 - a. Designate an employee or employees responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with applicable security and confidentiality requirements.
 - b. College Board will protect the confidentiality of pupil records and take all reasonably necessary measures consistent with industry standards to protect Client Data from any and all anticipated unauthorized access and disclosures where technically feasible and cost efficient as determined solely by College Board.
 - c. College Board represents and warrants that it has designated an individual or individuals responsible for training College Board employees, agents and assigns reasonable protection measures for the confidentiality of pupil records consistent with state and federal law.
 - d. College Board shall not disclose pupil records, except as specified under the terms of the College Board College Readiness Agreement (the "CRA Agreement") or as required by law. Should a third party, including law enforcement and government entities contact College Board with a request for Client Data held by College Board in relation to College Board's digital platform, College Board shall use its best efforts to redirect the third party to request the data directly from Client. When feasible, College Board shall notify Client in advance of a compelled disclosure to a third party or in the alternative as soon as possible after a compelled disclosure.
 - e. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used pupil records from College Board's digital platform received from or on behalf of Client, State, Parents or Adult Pupils as determined by College Board.
 - f. College Board warrants that all confidentiality requirements and security measures identified in the Agreement are extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement.
 - g. College Board warrants that all pupil records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board.
 - h. College Board will use appropriate and reliable storage media, regularly backup pupil records and retain such backup copies for the duration of the Agreement as defined by the College Board.
 - i. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all pupil records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.
 - j. All Student Data transmitted to College Board through its digital platform is and will continue to be the property of and under the control of the Client. College Board further acknowledges and agrees that all copies of such Student Data transmitted to College Board, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Agreement shall remain the exclusive property of the Client. For the purposes of FERPA and solely in connection with Client's use of College Board's digital platform, College Board shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above.
 - k. Client shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, and correct erroneous information, consistent with the functionality of services. College Board shall respond in a timely manner (and no later than 45 days from the date of the request) to the Client's request for Student Data in a pupil's records held by College Board to view or correct as necessary. In the event that a parent of a pupil or other individual contacts College Board to review any of the Student Data accessed pursuant to the Services, College Board shall refer the parent or individual to the Client, who will follow the necessary and proper procedures regarding the requested information.
 - l. If pupil generated content is stored or maintained by College Board, College Board shall, at the request of the Client, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
 - m. College Board agrees to protect student data transmitted to College Board from the Client and Client staff and students, including compliance with, to the extent applicable, FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, College Board shall be assisting in the transfer of student records to another educational institutions and related entities, pursuant to section 34 CFR part 99.21(a)(2) and 99.34, as well as student and/or parental consent under 34 CFR part 99.30.

- n. College Board agrees not to use or sell Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a vendor; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit College Board from using Student Data for adaptive learning or customized student learning purposes.
- o. De-identified information may be used by College Board for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). College Board agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to Client who has provided prior written consent for such transfer. College Board shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.
- p. College Board agrees not to use Client data for anything other than those required to provide the Services or as permitted by the Agreement and College Board's College Readiness and Success Agreement #CB-00029698 Agreement.
2. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of pupil records the following process will be implemented:
- a. Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: 1. a confirmed compromise of Client pupil records, or of 2. Circumstances that resulted in an unauthorized access to or disclosure of Client pupil records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.
- i. Where information is available, parent or adult pupil will be immediately notified of:
- (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
 - (2) the specific pupil records that were used or disclosed without authorization where possible;
 - (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and
 - (4) what corrective action College Board and Client have taken or will take to prevent future occurrences.
- b. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult pupil whose pupil records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Attachment 4
Amendment To Text

8.2.2 Student Data. For purposes of this agreement, Student Data is defined as any data collected from or related to student Users in the course of using the Service, including student directory data as defined by FERPA and Client policies. Student Data does not include de-identified, aggregated usage data generated by College Board. Client retains exclusive control over Student Data, including determining who may access Student Data and how such information may be mined for legitimate, authorized purposes, College Board may only use Student Data for the sole purposes set forth in this Agreement, including, subject to express consent obtained from Student for the optional additional services described in Attachment 2. College Board may use de-identified data obtained from student test takers for psychometric and educational research purposes to evaluate the validity of our assessment and assure that tests are unbiased. The data collected pursuant to this Agreement will assist the College Board to: (1) Administer and validate student testing; (2) Supplement instruction; and (3) Assist the student in applying for and enrolling in college.

203-5/6182797.1

PSAT/NMSQT Terms and Conditions

Home (/) / PSAT/NMSQT and PSAT 10 (/psat-nmsqt-psat-10)
/ PSAT/NMSQT Terms and Conditions

Revised: April 8, 2021

Introduction

These Terms and Conditions ("***Terms and Conditions***" or "***Agreement***") are a legal contract between you and College Board ("***College Board***" or "***we***"). They set forth important rules and policies you must follow related to taking the PSAT/NMSQT®. Please read these carefully.

Additional COVID-19 related requirements may be communicated to you prior to or on test day. You agree to abide by such requirements.

All disputes between you and College Board will be resolved through binding arbitration in accordance with Section 8 of this Agreement. You understand that by agreeing to arbitration, you are waiving your right to resolve disputes in a court of law by a judge or jury except as otherwise set forth in this Agreement.

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Section 1. Required and Prohibited Items for Testing

NOTE: *Some exceptions to the above may apply if a test taker has received a College Board–approved accommodation.*

- a. You must bring the following items to the PSAT/NMSQT in accordance with collegereadiness.collegeboard.org/psat-nmsqt-psat-10/taking-the-tests/test-day-checklist ([/psat-nmsqt-psat-10/taking-the-tests/test-day-checklist](https://psat-nmsqt-psat-10/taking-the-tests/test-day-checklist)):
 - Valid school or government issued photo ID (for students not testing at their own school)
 - Two No. 2 pencils that have erasers
 - Acceptable calculator (as set forth later in this section) for math sections where they are allowed
 - Earphones, only if you're approved for assistive technology-compatible or pre-recorded audio accommodations
 - Epinephrine auto-injector (e.g., EpiPen) in a clear plastic bag if you need one
- b. You may not bring prohibited items to the test. Prohibited items include but aren't limited to:

- Mobile phones, smartwatches, fitness trackers, or other wearable technology (simple digital non-smartwatches or analog watches are acceptable)
 - Audio players or recorders, tablets, laptops, notebooks, Bluetooth devices (e.g., wireless earbuds/headphones), or any other personal computing devices
 - Separate timers of any type
 - Cameras or any other photographic equipment
 - Pens, highlighters, or mechanical or colored pencils
 - Books or references of any kind
 - Compasses, rulers, protractors, or cutting devices
 - Papers of any kind, including scratch paper
 - Earplugs
 - Unacceptable calculators that have computer-style (QWERTY) keyboards, use paper tape, make noise, or use a power cord
 - Weapons or firearms
- c. **Acceptable Calculators.** A battery-operated, handheld calculator can be used for testing on the PSAT/NMSQT Math with Calculator section only. No power cords are allowed. If you have a calculator with characters that are 1 inch or higher, or if your calculator has a raised display that might be visible to other test takers, you will be seated at the discretion of the testing staff. All scientific calculators, which can perform complex mathematical functions but don't have a graphing feature, are acceptable as long as they don't have any prohibited features. For a list of acceptable graphing calculators, see collegereadiness.collegeboard.org/psat-nmsqt-psat-10/taking-the-tests/test-day-checklist/approved-calculators (/psat-nmsqt-psat-10/taking-the-tests/test-day-checklist/approved-calculators). No other calculators are permitted.
- d. If you do not bring the required items, or if you bring prohibited items, you may be denied admission to or be dismissed from the testing site; in addition, we may decline to score your test, or cancel your score.

Section 2. Prohibited Behaviors

- a. You may not engage in the prohibited behaviors set forth below:
- Attempt to cheat or otherwise obtain an unfair advantage on the PSAT/NMSQT
 - Remove or attempt to remove any test questions or responses or any notes from the testing room, including through memorization, give them to anyone else, or discuss them with anyone else through any means, including, but not limited to, email, text messages, or the internet
 - At any time, improperly access the test area, the test (or any part of the test), an answer key, or any information about the test
 - Refer to, look through, or work on a test section in the test book or answer sheet, other than during the testing period for that test section

- Refer to, or look through, any test section while leaving the answer sheet blank
- Attempt to give or receive assistance, including by copying or through the use of an answer key
- Discuss or share information about the test including questions, answers, identifying information about the version or form of a test, or any other information that might compromise the security of the test at any time (including before the test, during the test, during breaks, or after the test)
- Communicate with other test takers or other individuals in any form while testing is in session
- Allow anyone to see the test questions or your answers or attempt to see or copy others' test questions or answers
- Consult notes, other people, electronic devices, textbooks, or any other resources during the test or during breaks
- Have subject-related information on your clothing, shoes, or body
- Use or access any prohibited items including devices or aids such as, but not limited to, mobile phones, smartwatches, fitness trackers, other oral or written communication devices or wearable technology, cameras, notes and reference books, etc., during or in connection with the test, including during breaks
- Fail to turn in or store away a mobile phone in accordance with the testing staff's collection process
- Share a calculator with another person
- Use a calculator on any test section other than the Math with Calculator section unless approved by College Board as an accommodation
- Use a prohibited calculator
- Leave the testing room without permission and prior to the conclusion of all sections of the test
- Go to a locker or leave the building at any time during the test administration, including during breaks
- Deliberately attempt to and/or take the test for someone else or attempt to have someone else impersonate you to take the test
- Deliberately create fake or multiple College Board student accounts
- Provide false information to College Board
- Disturb others
- Consume food or drink in unauthorized areas
- Exhibit or engage in confrontational, threatening, or unruly behavior, conduct, or communication toward or concerning any test taker, test administrator, proctor, or employee of College Board or its subcontractors, including ETS defined below
- Allow an alarm or a personal item to sound in the testing room
- Fail to follow any of the test administration rules set forth in these Terms and Conditions or directions given by the testing staff

Section 3. Score Cancellation and Disciplinary Measures

- a. **Score Cancellation and Disciplinary Measures.** In the event that College Board or its subcontractor Educational Testing Service ("*ETS*") determines that your scores are invalid under section 3(b) below, or you have engaged in Misconduct under section 3(c) below, we may, in our sole discretion, take 1 or more of the following measures ("*Measures*"): deny you entry to a test administration, dismiss you from the test, decline to score your test, cancel your scores, ban you from taking future College Board assessments (including without limitation the Advanced Placement[®] (AP[®]) Exams), and/or share information with others as set forth in 3(f) below.
- b. **Invalid Scores.** We may cancel your scores and/or take any of the other Measures described above, if after following the procedures set forth in this section, we determine, in our sole discretion, that there is substantial evidence that your scores are invalid ("*Invalid Scores*"). Examples of evidence of Invalid Scores include, without limitation, discrepant handwriting, unusual answer patterns, or other evidence that indicates these Terms and Conditions have been violated. Before canceling your scores under this Invalid Scores section, we will notify you in writing (via email if an email address is available) and offer you 3 options: voluntary score cancellation, a free retest under closely monitored conditions (during the following 2 administrations after such review), or an opportunity to submit additional information and request a further review by a College Board panel. If you opt for a further review by a College Board panel, and it confirms, in its sole discretion, that your scores are invalid, we will offer you 3 options: voluntary score cancellation, a free retest under closely monitored conditions (during the following 2 administrations after such review), or arbitration. This process is referred to as the "*Score Validity Process.*" Additional information about the Score Validity Process is set forth in [sat.org/test-security \(/sat/taking-the-test/test-security-fairness\)](https://sat.org/test-security). The arbitration option is available only for tests administered in the United States and U.S. territories.
- c. **Misconduct.** Notwithstanding section 3(b) above, if we determine, in our sole discretion, that there is overwhelming evidence that you violated these Terms and Conditions ("*Misconduct*"), the Score Validity Process will not apply, and we may cancel your scores and/or take any of the Measures described above. Examples of Misconduct might include overwhelming evidence that you used or attempted to use an answer key or mobile phone. Misconduct may be established in various ways including, without limitation, through observations during an administration or by evidence discovered afterward. If your scores are canceled due to Misconduct, you will forfeit test and registration fees.
- d. **Testing Irregularities.** We may cancel your scores if we determine, in our sole discretion, that any testing irregularity occurred (collectively "*Testing Irregularities*"). Examples of Testing Irregularities include problems, irregular circumstances, or events associated with the administration of a test that may affect 1 test taker or groups of test takers. Such problems include, without limitation, administrative errors (e.g., improper timing, improper seating,

improper admission to a testing site, providing accommodations not approved by College Board, defective materials, and defective equipment), evidence of possible preknowledge of secure test content, and disruptions of test administrations caused by events such as natural disasters, epidemics, wars, riots, civil disturbances, or other emergencies. When Testing Irregularities occur, we may cancel an entire administration or individual registrations, decline to score all or part of the test, or cancel scores. We may do this regardless of whether or not you caused the Testing Irregularities, benefited from them, or violated these Terms and Conditions. We may, in our sole discretion, give you the opportunity to take the test again within a reasonable time frame, and without charge. This is the sole remedy that may be available to you as a result of Testing Irregularities. You may not review scores from an affected administration before choosing the option of taking a makeup test.

In some instances, scores may be issued for guidance purposes only. This means that the test was not administered in accordance with testing policies described in the *PSAT/NMSQT Coordinator Manual*. Therefore, the resulting scores cannot be considered for some scholarship competitions. When scores are provided for guidance purposes only, a message will appear below the National Merit Scholarship Corporation (NMSC) Selection Index score on your score report directing you to follow up with the test coordinator at your school to learn more about the reason for the "guidance purposes only" report. Students who are otherwise eligible and who are interested in entering the National Merit Scholarship Program should turn to page 7 of the National Merit Scholarship Program section of this guide to learn how to request information about another route of entry to the 2023 competition. College Board will forward all reports of misconduct or testing irregularities to NMSC, which reserves the right to make its own independent judgment about a student's participation in the National Merit Scholarship Program.

- e. **Test Taker Reporting Misconduct or Suspicious Behavior.** You may confidentially report any suspected violation of the PSAT/NMSQT Terms and Conditions, or any suspicion concerning the security of PSAT/NMSQT test administration, by immediately reporting this information to College Board at collegeboard.org/reportcheating (<https://secure.ethicspoint.com/domain/media/en/gui/68816/index.html>) or emailing us at collegeboardtestsecurity@collegeboard.org (<mailto:collegeboardtestsecurity@collegeboard.org>).
- f. **College Board Sharing Information with Third Parties.** We may share the results of test security investigations (including without limitation those relating to Misconduct and Invalid Scores described above and other disciplinary-related information), with third parties, including with your school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient, government agency in the United States or abroad, parents, legal guardians, or law enforcement. College Board may also share such information with third parties that have a legitimate reason for knowing the information or who may be able to assist College Board in its investigation or who may be conducting their own investigation. College Board may respond to inquiries from any institution to which you

submitted a score. If you publicize any review, investigation, or decision of College Board, College Board may make any and all details of such matter public.

Section 4. Privacy

- a. **Privacy Policies.** College Board recognizes the importance of protecting your privacy. Our privacy policies located at [collegeboard.org/privacy-center \(https://privacy.collegeboard.org/\)](https://privacy.collegeboard.org/) ("*Privacy Policies*") are part of these Terms and Conditions. You consent to collection, use, and disclosure by College Board of your personally identifiable information described in the Privacy Policies and in these Terms and Conditions. College Board may update its Privacy Policies from time to time, and they are subject to change up to 1 week prior to your test date and any subsequent test dates. You are required to review the Privacy Policies located at [collegeboard.org/privacy-center \(https://privacy.collegeboard.org/\)](https://privacy.collegeboard.org/) prior to each test administration.
- b. **Voluntary Student Search Service[®].** If you decide to opt in to our voluntary Student Search Service ("*Student Search Service*"), then:
 - We will share information about you that you provide to College Board (including without limitation your personally identifiable information, score ranges, questionnaire responses, and information you provide on the college planning website of College Board) with participating accredited colleges, universities, nonprofit scholarship programs, and nonprofit educational organizations ("*Education Organizations*"). If you opt in to Student Search Service, we may share information you provided prior to and after opting in to Student Search Service, but we will not share any information until you opt in.
 - Education Organizations may use this information to send you email and postal mail informing you about their educational, financial aid, and scholarship opportunities. Being contacted by Education Organizations doesn't mean you have been admitted. You must submit an application to be considered for admission.
 - Education Organizations pay a license fee to College Board to license (use) your information. College Board uses these license fees to help support its mission-driven work. Students do not pay a fee for Student Search Service.
 - Education Organizations may only use your information for the purpose of sending you information about their opportunities. They (i) may not share your information with others except to their contractors such as direct mail service providers, and (ii) may only keep your information for a limited time period.
 - **Opt-out:** You can opt out of Student Search Service at any time at [my.collegeboard.org/profile/privacy \(https://my.collegeboard.org/profile/privacy\)](https://my.collegeboard.org/profile/privacy) or by contacting us at [SearchCustomerService@collegeboard.org \(mailto:SearchCustomerService@collegeboard.org\)](mailto:SearchCustomerService@collegeboard.org) or 866-825-8051.
 - More information on Student Search Service is available at [studentsearch.collegeboard.org \(https://studentsearch.collegeboard.org\)](https://studentsearch.collegeboard.org).

- c. **Educational Reporting.** We send your scores, data derived from your scores, and other information you provide during testing to your school and district. In addition, your scores may be sent to your state for educational, diagnostic, and/or reporting purposes. (Homeschooled students' scores won't be shared with the school that administers the test.)
- d. **National Merit Scholarship Program.** We send your scores and other information you provide during testing to our cosponsor, National Merit Scholarship Corporation ("Cosponsor" or NMSC) for it to consider your eligibility for its National Merit Scholarship Program in accordance with the *PSAT/NMSQT Student Guide* and psat.org/scholarships ([/psat-nmsqt-psat-10/scholarships-and-recognition/scholarship-partners-programs](https://psat-nmsqt-psat-10/scholarships-and-recognition/scholarship-partners-programs)).

Section 5. Miscellaneous

- a. In the event of a test security related concern, public health threat including without limitation an epidemic or pandemic, natural disaster, terrorist act, civil unrest, or other unexpected events or circumstances, College Board may cancel testing for all or a specific group of test takers. When this occurs your school or testing location will work with College Board to request an alternate test date or provide other options for testing if feasible.
- b. To ensure the integrity of the PSAT/NMSQT, for security reasons, or for other reasons in our sole discretion, College Board reserves the right to bar any individual or group of individuals from registering for and/or taking any College Board assessment.
- c. If College Board becomes aware that you or someone else may be in imminent danger, we reserve the right to contact the appropriate individuals or agencies, including your parents, guardians, high school, or law enforcement agencies.
- d. College Board or its designee may use methods to capture images, video, or audio at any or all testing sites to help ensure test security. The resulting images or recordings, which may permit College Board to identify specific individuals, may be collected, stored, reviewed, and used for the purposes of (i) identifying, collecting evidence of, and/or investigating possible PSAT/NMSQT test security incidents; and (ii) enhancing PSAT/NMSQT test security. These images and/or recordings are maintained following the test administration for as long as reasonably necessary for the purposes specified. Thereafter, the images and recordings are securely destroyed. College Board will not use or disclose such information except as described earlier in this section, as requested by law enforcement, and/or as reasonably necessary to protect the rights and property of College Board or third parties.
- e. College Board occasionally pretests new questions to determine if they should be included in a future PSAT/NMSQT test. These questions may appear in any of the test sections, and testing time will be appropriately extended so you have time to answer them. They will not be included in computing your scores. Scored test items (questions) and entire test forms may be used in more than 1 test administration.
- f. After the PSAT/NMSQT, we may send you an email invitation requesting you to participate in a test experience survey or to answer sample test questions. If you provide us with an email

address, you may receive an invitation via email. Participation is optional and will not affect your scores.

- g. College Board takes steps to ensure that answer sheets are properly handled and scored. In the unlikely event of a problem with shipping or processing answer sheets, or score reports, or with scoring the test, or score reporting, College Board will correct the error, if possible, and may schedule a makeup test for impacted test takers. This is your sole remedy in relation to such issues. College Board has sole discretion in determining whether to score lost answer sheets that are eventually recovered.
- h. All personal property brought into the testing site, such as purses, bags, backpacks, mobile phones, and calculators and other electronic devices, may be subject to search at the discretion of College Board, ETS, and testing staff. College Board, ETS, and testing staff may confiscate and retain for a reasonable period of time any personal property suspected of having been used, or capable of being used, in violation of our test security and fairness policies, for further investigation.
- i. College Board and the testing site will not be responsible for personal property, including prohibited items, brought to the testing site on test day that becomes lost, stolen, or damaged.
- j. Each College Board contractor and Cosponsor is a third-party beneficiary and is entitled to the rights and benefits under this Agreement and may enforce the provisions of this Agreement as if it were a party to this Agreement.

Section 6. Policies and Requirements

- a. All College Board policies and requirements (i) referenced in these Terms and Conditions and (ii) relating to taking the PSAT/NMSQT located at collegereadiness.collegeboard.org/psat-nmsqt-psat-10/taking-the-tests (/psat-nmsqt-psat-10/taking-the-tests), and scores located at psat.org/scores (/psat-nmsqt-psat-10/scores) are part of these Terms and Conditions.
- b. College Board may update its policies and requirements from time to time, and they are subject to change up to 1 week prior to your test date. You are required to review these prior to each test administration.

Section 7. Intellectual Property Rights

- a. All College Board tests, test-related documents and materials, and test preparation materials are copyrighted works owned by College Board and protected by the laws of the United States and other countries.
- b. College Board owns all answers and answer documents you submit, and these may be used by College Board for any purpose, subject to College Board Privacy Policies located at collegeboard.org/privacy-center (<https://privacy.collegeboard.org/>) and these Terms and Conditions.

Section 8. ARBITRATION OF DISPUTES AND CLASS ACTIONS WAIVER

a. General Arbitration Rules ("*General Arbitration Rules*")

- Any dispute regarding the enforceability of these arbitration provisions, or whether a dispute is subject to these arbitration provisions, shall be resolved by the arbitrator.
- All disputes between you and College Board and/or any or all of its contractors that relate in any way to registering for, participating in, or taking the PSAT/NMSQT, including but not limited to requesting or receiving test accommodations, score reporting, the use of your data, test security issues, or the Score Validity Process, but excluding all claims that a party violated the intellectual property rights of the other party, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association ("*AAA*") under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at adr.org (<https://adr.org>).
- Disputes relating to the Score Validity Process (defined in the "Invalid Scores" section herein) are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined below. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.
- o This arbitration will be conducted as a documents-only arbitration (i.e., there will be no in-person or telephone hearing) unless otherwise agreed by the parties or required by the arbitrator. Should the parties agree to or the arbitrator require proceedings, such proceedings should be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the parties agree that the proceedings will be conducted via a video or telephonic call or, in the event that face-to-face proceedings are agreed to by the parties or required by the arbitrator, at a location that is reasonably convenient to both parties in accordance with the AAA Consumer Arbitration Rules.
- The parties agree that the Federal Arbitration Act ("*FAA*") 9 U.S.C. § 1 *et seq.* governs this provision, and it is the intent of the parties that the FAA shall preempt all State laws to the fullest extent permitted by law.
- No arbitration may be maintained as a class or collective action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than 1 individual, conduct any class or collective proceeding, make any class or collective award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board.
- By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury except as set forth below.
- Each party will be responsible for its own fees and expenses and any legal fees incurred in connection with the arbitration except that College Board will pay your AAA filing fee. This

does not preclude the arbitrator from granting relief in accordance with AAA Consumer Arbitration Rules.

b. Supplemental Arbitration Rules for the Score Validity Process ("*Supplemental Arbitration Rules*")

- If you receive a notice from us that your scores are subject to the Score Validity Process, you may be provided with the option to choose arbitration. In addition to the General Arbitration Rules, the below rules will apply.
- The sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process.
- This arbitration will be based only on (i) the documents you submitted to College Board pursuant to the Score Validity Process and (ii) College Board documents unless otherwise agreed by the parties or required by the arbitrator.
- If the arbitrator finds that College Board did not act in good faith in deciding to cancel your scores, your scores will not be canceled (or they will be reinstated, if applicable).
- All other disputes with College Board will be resolved solely by the General Arbitration Rules in 8(a) above.

c. Notwithstanding the foregoing arbitration provisions in sections 8(a) and 8(b) above, either party may take a claim to small claims court instead of arbitration if the party's claim is within the jurisdiction of the small claims court, as permitted in the AAA Rules. If either party institutes an action in small claims court, you and College Board agree to accept the findings of the small claims court as a final resolution of the parties' dispute and not to appeal the small claims court's decision or pursue any other claim (including a claim asserted in arbitration) relating to that dispute.

Section 9. Venue and Waiver of Jury Trial

All disputes arising from or related to these Terms and Conditions that are not subject to arbitration under Section 8 shall be resolved exclusively in the state and federal courts located in New York County, New York State, and each party to these Terms and Conditions irrevocably consents to the jurisdiction of such courts. Each party expressly waives any right to a jury trial in any lawsuit arising from or related to these Terms and Conditions.

Section 10. LIMITATIONS OF LIABILITY

EXCEPT TO THE EXTENT FINALLY DETERMINED TO BE PROHIBITED BY LAW, COLLEGE BOARD AND ITS COSPONSOR AND THEIR AGENTS AND CONTRACTORS' TOTAL LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU OR ON YOUR BEHALF, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING OUT OF OR RESULTING FROM OR IN ANY WAY RELATED TO COLLEGE BOARD, OR ANY TEST ADMINISTRATION BY COLLEGE BOARD, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID TO COLLEGE BOARD (IF APPLICABLE) OR

\$100.00, WHICHEVER IS GREATER. IN ADDITION, COLLEGE BOARD AND ITS COSPONSOR AND THEIR AGENTS AND CONTRACTORS WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES.

Section 11. Severability

If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way, and, to the extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent, reflects the intention of the parties.

Section 12. Restricted Registrations

College Board, along with our service providers overseas, is subject to U.S. economic sanctions, laws, and regulations and is prohibited from providing testing services to, or accepting registrations from, persons residing in certain areas or designated by the U.S. government as Specially Designated Nationals and Blocked Persons (collectively, "*Sanctioned Persons*"), unless specifically licensed or otherwise authorized by the U.S. government. If a Sanctioned Person attempts to register despite U.S. sanctions that prohibit College Board from doing business with such Sanctioned Person, College Board or a U.S. financial institution may block the registration or payments submitted by or for such Sanctioned Persons. If payment is not blocked, College Board is required to cancel the registration and may not be able to refund the payment. Please contact PSAT/NMSQT Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or the website of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) to obtain the current list of sanctioned programs and Sanctioned Persons.

Section 13. Accessibility of These Terms and Conditions

If you have difficulty accessing these Terms and Conditions, including our policies and requirements, please contact College Board Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or pages.collegeboard.org/contact-us (<https://about.collegeboard.org/contact-us>) in advance of registering or taking the PSAT/NMSQT. We will be happy to provide these Terms and Conditions in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.

Was this page helpful?

Yes No

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PSAT 8/9 Terms and Conditions

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Revised: April 8, 2021

Introduction

These Terms and Conditions ("*Terms and Conditions*" or "*Agreement*") are a legal contract between you and College Board ("*College Board*" or "*we*"). They set forth important rules and policies you must follow related to taking the PSAT 8/9. Please read these carefully.

Additional COVID-19 related requirements may be communicated to you prior to or on test day. You agree to abide by such requirements.

All disputes between you and College Board will be resolved through binding arbitration in accordance with Section 8 of this Agreement. You understand that by agreeing to arbitration, you are waiving your right to resolve disputes in a court of law by a judge or jury except as otherwise set forth in this Agreement.

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Section 1. Required and Prohibited Items for Testing

NOTE: *Some exceptions to the above may apply if a test taker has received an approved accommodation.*

- a. You must bring the following items to the PSAT 8/9 in accordance with collegereadiness.collegeboard.org/psat-8-9/taking-the-test/test-day-checklist (/psat-8-9/taking-the-test/test-day-checklist):
 - Valid school or government issued photo ID (for students not testing at their own school)
 - Two No. 2 pencils that have erasers
 - Acceptable calculator (as set forth later in this section) for math sections where they are allowed
 - Earphones, only if you're approved for assistive technology-compatible or pre-recorded audio accommodations
 - Epinephrine auto-injector (e.g., EpiPen) in a clear plastic bag if you need one
- b. You may not bring prohibited items to the test. Prohibited items include but aren't limited to:
 - Mobile phones, smartwatches, fitness trackers, or other wearable technology (simple digital non-smartwatches or analog watches are acceptable)

- Audio players or recorders, tablets, laptops, notebooks, Bluetooth devices (e.g., wireless earbuds/headphones), or any other personal computing devices
 - Separate timers of any type
 - Cameras or any other photographic equipment
 - Pens, highlighters, or mechanical or colored pencils
 - Books or references of any kind except as approved as an English language learner support for in-school administrations
 - Compasses, rulers, protractors, or cutting devices
 - Papers of any kind, including scratch paper
 - Earplugs
 - Unacceptable calculators that have computer-style (QWERTY) keyboards, use paper tape, make noise, or use a power cord
 - Weapons or firearms
- c. **Acceptable Calculators.** A battery-operated, handheld calculator can be used for testing on the PSAT 8/9 Math with Calculator section only. No power cords are allowed. If you have a calculator with characters that are 1 inch or higher, or if your calculator has a raised display that might be visible to other test takers, you will be seated at the discretion of the testing staff. All scientific calculators, which can perform complex mathematical functions but don't have a graphing feature, are acceptable as long as they don't have any prohibited features. For a list of acceptable graphing calculators, see collegereadiness.collegeboard.org/psat-8-9/taking-the-test/test-day-checklist/approved-calculators (/psat-8-9/taking-the-test/test-day-checklist/approved-calculators). No other calculators are permitted.
- d. If you do not bring the required items, or if you bring prohibited items, you may be denied admission to or be dismissed from the testing site; in addition, we may decline to score your test, or cancel your score.

Section 2. Prohibited Behaviors

- a. You may not engage in the prohibited behaviors set forth below:
- Attempt to cheat or otherwise obtain an unfair advantage on the PSAT 8/9
 - Remove or attempt to remove any test questions or responses or any notes from the testing room, including through memorization, give them to anyone else, or discuss them with anyone else through any means, including, but not limited to, email, text messages, or the internet
 - At any time, improperly access the test area, the test (or any part of the test), an answer key, or any information about the test
 - Refer to, look through, or work on a test section in the test book or answer sheet, other than during the testing period for that test section
 - Refer to, or look through, any test section while leaving the answer sheet blank

- Attempt to give or receive assistance, including by copying or through the use of an answer key
- Discuss or share information about the test including questions, answers, identifying information about the version or form of a test, or any other information that might compromise the security of the test at any time (including before the test, during the test, during breaks, or after the test)
- Communicate with other test takers or other individuals in any form while testing is in session
- Allow anyone to see the test questions or your answers or attempt to see or copy others' test questions or answers
- Consult notes, other people, electronic devices, textbooks, or any other resources during the test or during breaks
- Have subject-related information on your clothing, shoes, or body
- Use or access any prohibited items including devices or aids such as, but not limited to, mobile phones, smartwatches, fitness trackers, other oral or written communication devices or wearable technology, cameras, notes and reference books, etc., during or in connection with the test, including during breaks
- Fail to turn in or store away a mobile phone in accordance with the testing staff's collection process
- Share a calculator with another person
- Use a calculator on any test section other than the Math with Calculator section unless approved by College Board as an accommodation
- Use a prohibited calculator
- Leave the testing room without permission and prior to the conclusion of all sections of the test
- Go to a locker or leave the building at any time during the test administration, including during breaks
- Deliberately attempt to and/or take the test for someone else or attempt to have someone else impersonate you to take the test
- Deliberately create fake or multiple College Board student accounts
- Provide false information to College Board
- Disturb others
- Consume food or drink in unauthorized areas
- Exhibit or engage in confrontational, threatening, or unruly behavior, conduct, or communication toward or concerning any test taker, test administrator, proctor, or employee of College Board or its subcontractors, including ETS defined below
- Allow an alarm or a personal item to sound in the testing room
- Fail to follow any of the test administration rules set forth in these Terms and Conditions or directions given by the testing staff

Section 3. Score Cancellation and Disciplinary Measures

- a. **Score Cancellation and Disciplinary Measures.** In the event that College Board or its subcontractor Educational Testing Service ("*ETS*") determines that your scores are invalid under section 3(b) below, or you have engaged in Misconduct under section 3(c) below, we may, in our sole discretion, take 1 or more of the following measures ("*Measures*"): deny you entry to a test administration, dismiss you from the test, decline to score your test, cancel your scores, ban you from taking future College Board assessments (including without limitation the Advanced Placement® (AP®) Exams), and/or share information with others as set forth in 3(f) below.
- b. **Invalid Scores.** We may cancel your scores and/or take any of the other Measures described above, if after following the procedures set forth in this section, we determine, in our sole discretion, that there is substantial evidence that your scores are invalid ("*Invalid Scores*"). Examples of evidence of Invalid Scores include, without limitation, discrepant handwriting, unusual answer patterns, or other evidence that indicates these Terms and Conditions have been violated. Before canceling your scores under this Invalid Scores section, we will notify you in writing (via email if an email address is available) and offer you 3 options: voluntary score cancellation, a free retest under closely monitored conditions (during the following 2 administrations after such review), or an opportunity to submit additional information and request a further review by a College Board panel. If you opt for a further review by a College Board panel, and it confirms, in its sole discretion, that your scores are invalid, we will offer you 3 options: voluntary score cancellation, a free retest under closely monitored conditions (during the following 2 administrations after such review), or arbitration. This process is referred to as the "*Score Validity Process.*" Additional information about the Score Validity Process is set forth in sat.org/test-security (/sat/taking-the-test/test-security-fairness). The arbitration option is available only for tests administered in the United States and U.S. territories.
- c. **Misconduct.** Notwithstanding section 3(b) above, if we determine, in our sole discretion, that there is overwhelming evidence that you violated these Terms and Conditions ("*Misconduct*"), the Score Validity Process will not apply, and we may cancel your scores and/or take any of the Measures described above. Examples of Misconduct might include overwhelming evidence that you used or attempted to use an answer key or mobile phone. Misconduct may be established in various ways including, without limitation, through observations during an administration or by evidence discovered afterward. If your scores are canceled due to Misconduct, you will forfeit test and registration fees.
- d. **Testing Irregularities.** We may cancel your scores if we determine, in our sole discretion, that any testing irregularity occurred (collectively "*Testing Irregularities*"). Examples of Testing Irregularities include problems, irregular circumstances, or events associated with the administration of a test that may affect 1 test taker or groups of test takers. Such problems include, without limitation, administrative errors (e.g., improper timing, improper seating,

improper admission to a testing site, providing accommodations not approved by College Board, defective materials, and defective equipment), evidence of possible preknowledge of secure test content, and disruptions of test administrations caused by events such as natural disasters, epidemics, wars, riots, civil disturbances, or other emergencies. When Testing Irregularities occur, we may cancel an entire administration or individual registrations, decline to score all or part of the test, or cancel scores. We may do this regardless of whether or not you caused the Testing Irregularities, benefited from them, or violated these Terms and Conditions. We may, in our sole discretion, give you the opportunity to take the test again within a reasonable time frame, and without charge. This is the sole remedy that may be available to you as a result of Testing Irregularities. You may not review scores from an affected administration before choosing the option of taking a makeup test.

- e. **Test Taker Reporting Misconduct or Suspicious Behavior.** You may confidentially report any suspected violation of the PSAT 8/9 Terms and Conditions, or any suspicion concerning the security of PSAT 8/9 test administration, by immediately reporting this information to College Board at collegeboard.org/reportcheating (<https://secure.ethicspoint.com/domain/media/en/gui/68816/index.html>) or emailing us at collegeboardtestsecurity@collegeboard.org (<mailto:collegeboardtestsecurity@collegeboard.org>).
- f. **College Board Sharing Information with Third Parties.** We may share the results of test security investigations (including without limitation those relating to Misconduct and Invalid Scores described above and other disciplinary-related information), with third parties, including with your school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient, government agency in the United States or abroad, parents, legal guardians, or law enforcement. College Board may also share such information with third parties that have a legitimate reason for knowing the information or who may be able to assist College Board in its investigation or who may be conducting their own investigation. College Board may respond to inquiries from any institution to which you submitted a score. If you publicize any review, investigation, or decision of College Board, College Board may make any and all details of such matter public.

Section 4. Privacy

- a. **Privacy Policies.** College Board recognizes the importance of protecting your privacy. Our privacy policies located at collegeboard.org/privacy-center (<https://privacy.collegeboard.org/>) ("*Privacy Policies*") are part of these Terms and Conditions. You consent to collection, use, and disclosure by College Board of your personally identifiable information described in the Privacy Policies and in these Terms and Conditions. College Board may update its Privacy Policies from time to time, and they are subject to change up to 1 week prior to your test date and any subsequent test dates. You are required to review the Privacy Policies located at

collegeboard.org/privacy-center (<https://privacy.collegeboard.org/>) prior to each test administration.

- b. **Educational Reporting.** We send your scores, data derived from your scores, and other information you provide during testing to your school and district. In addition, your scores may be sent to your state for educational, diagnostic, and/or reporting purposes. (Homeschooled students' scores won't be shared with the school that administers the test.)

Section 5. Miscellaneous

- a. In the event of a test security related concern, public health threat including without limitation an epidemic or pandemic, natural disaster, terrorist act, civil unrest, or other unexpected events or circumstances, College Board may cancel testing for all or a specific group of test takers. When this occurs your school or testing location will work with College Board to request an alternate test date or provide other options for testing if feasible.
- b. To ensure the integrity of the PSAT 8/9, for security reasons, or for other reasons in our sole discretion, College Board reserves the right to bar any individual or group of individuals from registering for and/or taking any College Board assessment.
- c. If College Board becomes aware that you or someone else may be in imminent danger, we reserve the right to contact the appropriate individuals or agencies, including your parents, guardians, high school, or law enforcement agencies.
- d. College Board or its designee may use methods to capture images, video, or audio at any or all testing sites to help ensure test security. The resulting images or recordings, which may permit College Board to identify specific individuals, may be collected, stored, reviewed, and used for the purposes of (i) identifying, collecting evidence of, and/or investigating possible PSAT 8/9 test security incidents; and (ii) enhancing PSAT 8/9 test security. These images and/or recordings are maintained following the test administration for as long as reasonably necessary for the purposes specified. Thereafter, the images and recordings are securely destroyed. College Board will not use or disclose such information except as described earlier in this section, as requested by law enforcement, and/or as reasonably necessary to protect the rights and property of College Board or third parties.
- e. College Board occasionally pretests new questions to determine if they should be included in a future PSAT 8/9 test. These questions may appear in any of the test sections, and testing time will be appropriately extended so you have time to answer them. They will not be included in computing your scores. Scored test items (questions) and entire test forms may be used in more than 1 test administration.
- f. After the PSAT 8/9, we may send you an email invitation requesting you to participate in a test experience survey or to answer sample test questions. If you provide us with an email address, you may receive an invitation via email. Participation is optional and will not affect your scores.

- g. College Board takes steps to ensure that answer sheets are properly handled and scored. In the unlikely event of a problem with shipping or processing answer sheets, or score reports, or with scoring the test, or score reporting, College Board will correct the error, if possible, and may schedule a makeup test for impacted test takers. This is your sole remedy in relation to such issues. College Board has sole discretion in determining whether to score lost answer sheets that are eventually recovered.
- h. All personal property brought into the testing site, such as purses, bags, backpacks, mobile phones, and calculators and other electronic devices, may be subject to search at the discretion of College Board, ETS, and testing staff. College Board, ETS, and testing staff may confiscate and retain for a reasonable period of time any personal property suspected of having been used, or capable of being used, in violation of our test security and fairness policies, for further investigation.
- i. College Board and the testing site will not be responsible for personal property, including prohibited items, brought to the testing site on test day that becomes lost, stolen, or damaged.
- j. Each College Board contractor is a third-party beneficiary and is entitled to the rights and benefits under this Agreement and may enforce the provisions of this Agreement as if it were a party to this Agreement.

Section 6. Policies and Requirements

- a. All College Board policies and requirements (i) referenced in these Terms and Conditions and (ii) relating to taking the PSAT 8/9 located at [collegereadiness.collegeboard.org/psat-8-9/taking-the-test \(/psat-8-9/taking-the-test\)](https://collegereadiness.collegeboard.org/psat-8-9/taking-the-test), and scores located at [## Section 7. Intellectual Property Rights](https://collegereadiness.collegeboard.org/psat-8-9/scores (/psat-8-9/scores) are part of these Terms and Conditions.b. College Board may update its policies and requirements from time to time, and they are subject to change up to 1 week prior to your test date. You are required to review these prior to each test administration.</div><div data-bbox=)

- a. All College Board tests, test-related documents and materials, and test preparation materials are copyrighted works owned by College Board and protected by the laws of the United States and other countries.
- b. College Board owns all answers and answer documents you submit, and these may be used by College Board for any purpose, subject to College Board Privacy Policies located at collegeboard.org/privacy-center (<https://privacy.collegeboard.org/>) and these Terms and Conditions.

Section 8. ARBITRATION OF DISPUTES AND CLASS ACTIONS WAIVER

a. General Arbitration Rules (*"General Arbitration Rules"*)

- Any dispute regarding the enforceability of these arbitration provisions, or whether a dispute is subject to these arbitration provisions, shall be resolved by the arbitrator.
- All disputes between you and College Board and/or any or all of its contractors that relate in any way to registering for, participating in, or taking the PSAT 8/9, including but not limited to requesting or receiving test accommodations, score reporting, the use of your data, test security issues, or the Score Validity Process, but excluding all claims that a party violated the intellectual property rights of the other party, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association ("**AAA**") under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at adr.org (<https://adr.org>).
- Disputes relating to the Score Validity Process (defined in the "Invalid Scores" section herein) are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined below. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.
- This arbitration will be conducted as a documents-only arbitration (i.e., there will be no in-person or telephone hearing) unless otherwise agreed by the parties or required by the arbitrator. Should the parties agree to or the arbitrator require proceedings, such proceedings should be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the parties agree that the proceedings will be conducted via a video or telephonic call or, in the event that face-to-face proceedings are agreed to by the parties or required by the arbitrator, at a location that is reasonably convenient to both parties in accordance with the AAA Consumer Arbitration Rules.
- The parties agree that the Federal Arbitration Act ("**FAA**") 9 U.S.C. § 1 *et seq.* governs this provision, and it is the intent of the parties that the FAA shall preempt all State laws to the fullest extent permitted by law.
- No arbitration may be maintained as a class or collective action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than 1 individual, conduct any class or collective proceeding, make any class or collective award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board.
- By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury except as set forth below.
- Each party will be responsible for its own fees and expenses and any legal fees incurred in connection with the arbitration except that College Board will pay your AAA filing fee. This

does not preclude the arbitrator from granting relief in accordance with AAA Consumer Arbitration Rules.

- b. Supplemental Arbitration Rules for the Score Validity Process ("*Supplemental Arbitration Rules*")
- If you receive a notice from us that your scores are subject to the Score Validity Process, you may be provided with the option to choose arbitration. In addition to the General Arbitration Rules, the below rules will apply.
 - The sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process.
 - This arbitration will be based only on (i) the documents you submitted to College Board pursuant to the Score Validity Process and (ii) College Board documents unless otherwise agreed by the parties or required by the arbitrator.
 - If the arbitrator finds that College Board did not act in good faith in deciding to cancel your scores, your scores will not be canceled (or they will be reinstated, if applicable).
 - All other disputes with College Board will be resolved solely by the General Arbitration Rules in 8(a) above.
- c. Notwithstanding the foregoing arbitration provisions in sections 8(a) and 8(b) above, either party may take a claim to small claims court instead of arbitration if the party's claim is within the jurisdiction of the small claims court, as permitted in the AAA Rules. If either party institutes an action in small claims court, you and College Board agree to accept the findings of the small claims court as a final resolution of the parties' dispute and not to appeal the small claims court's decision or pursue any other claim (including a claim asserted in arbitration) relating to that dispute.

Section 9. Venue and Waiver of Jury Trial

All disputes arising from or related to these Terms and Conditions that are not subject to arbitration under Section 8 shall be resolved exclusively in the state and federal courts located in New York County, New York State, and each party to these Terms and Conditions irrevocably consents to the jurisdiction of such courts. Each party expressly waives any right to a jury trial in any lawsuit arising from or related to these Terms and Conditions.

Section 10. LIMITATIONS OF LIABILITY

EXCEPT TO THE EXTENT FINALLY DETERMINED TO BE PROHIBITED BY LAW, COLLEGE BOARD AND ITS AGENTS AND CONTRACTORS' TOTAL LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU OR ON YOUR BEHALF, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING OUT OF OR RESULTING FROM OR IN ANY WAY RELATED TO COLLEGE BOARD, OR ANY TEST ADMINISTRATION BY COLLEGE BOARD, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID TO COLLEGE BOARD (IF APPLICABLE) OR \$100.00, WHICHEVER IS

GREATER. IN ADDITION, COLLEGE BOARD AND ITS AGENTS AND CONTRACTORS WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES.

Section 11. Severability

If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way, and, to the extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent, reflects the intention of the parties.

Section 12. Restricted Registrations

College Board, along with our service providers overseas, is subject to U.S. economic sanctions, laws, and regulations and is prohibited from providing testing services to, or accepting registrations from, persons residing in certain areas or designated by the U.S. government as Specially Designated Nationals and Blocked Persons (collectively, "*Sanctioned Persons*"), unless specifically licensed or otherwise authorized by the U.S. government. If a Sanctioned Person attempts to register despite U.S. sanctions that prohibit College Board from doing business with such Sanctioned Person, College Board or a U.S. financial institution may block the registration or payments submitted by or for such Sanctioned Persons. If payment is not blocked, College Board is required to cancel the registration and may not be able to refund the payment. Please contact PSAT 8/9 Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or the website of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) to obtain the current list of sanctioned programs and Sanctioned Persons.

Section 13. Accessibility of These Terms and Conditions

If you have difficulty accessing these Terms and Conditions, including our policies and requirements, please contact College Board Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or pages.collegeboard.org/contact-us (<https://about.collegeboard.org/contact-us>) in advance of registering or taking the PSAT 8/9. We will be happy to provide these Terms and Conditions in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.

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