

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

This AGREEMENT is made and entered into between the Connecticut State Board of Education (CSBE), on behalf of the State Department of Education (SDE) with offices at 165 Capitol Avenue, Hartford, CT, 06106 and The College Board (alternately referred to as Contractor) with offices at 250 Vesey Street, New York, NY 10281 (CB). This Agreement also referred to as the Contract, will remain in effect upon execution until December 30, 2018, unless terminated sooner in accordance with the terms of the Agreement.

WHEREAS, The CB is a not-for-profit membership organization that helps students prepare for a successful transition to college through programs and services in college readiness and college success including the SAT<sup>®</sup> and the Advanced Placement (AP<sup>®</sup>) program; and

WHEREAS, The SAT<sup>®</sup> and SAT<sup>®</sup> Subject Tests are designed to assess a student’s academic readiness for college, and many colleges and universities use the SAT<sup>®</sup> to make admission decisions; and

WHEREAS, The State of Connecticut is required to comply with the assessment requirements outlined in sections 6311(b)(1)(B) and 6311(b)(3)(C)(i) of the Elementary and Secondary Education Act and Section 10-14n of the Connecticut General Statutes, as amended by Public Act 15-238; and

WHEREAS, pursuant to Section 10-14n of the Connecticut General Statutes, as amended by Public Act 15-238, the CSBE approved the SAT<sup>®</sup> as the mastery examination to be administered to Grade 11 public school students effective for the Spring 2016 administration (such test administration and each successive Spring administration is hereinafter referred to as the CT SAT Program); and

WHEREAS, The CSBE seeks to contract with the CB to conduct the administration of the CT SAT Program and to provide overall project management including, but not limited to the oversight of the scope of work for its employees, subcontractors, consultants, and outside vendors; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, the parties agree as follows:

I. **DEFINITIONS:** The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

A. 504 Plan	An education and service plan for students with disabilities identified under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 701 <u>et seq.</u> The plan outlines the student’s learning needs, instructional modifications and test accommodations.
B. Accommodations	Accommodations are changes to the regular testing environment and auxiliary aids and services that allow individuals with disabilities or English Learners (ELs) to demonstrate their true aptitude or achievement level on standardized exams or other tests.
C. College Reportable Accommodations	Certain accommodations for students with disabilities and/or ELs that will result in a test score which will be used for state accountability purposes and may be used for college admission.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

D. Confidential Information	Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, social security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the SDE classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
E. Confidential Information Breach	An instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the SDE or State.
F. CT SAT Portal	A Connecticut-specific website to provide Connecticut-specific content including training materials, test administration information, and timelines, located at <a href="http://www.collegeboard.org/connecticut">www.collegeboard.org/connecticut</a> .
G. Connecticut-Specific Accommodations	Certain accommodations for students with disabilities and/or ELs that will result in a test score which will be used for state accountability purposes only.
H. District Test Coordinator (DTC)	District personnel responsible for all aspects of annual state assessment administration at the local level.
I. English Learner (EL)	A student who is learning English as a second language.
J. English Learner Plan (EL Plan)	An education and service plan for students who are learning English as a second language. The plan outlines the student’s learning needs, instructional modifications and test accommodations.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

K. Individualized Education Plan (IEP)	An education and service plan for students with disabilities identified under the Individuals with Disabilities Education Act (IDEA) which is established by a school planning and placement team. The IEP outlines the student's learning needs, instructional modifications and test accommodations.
L. LEA	Local Education Agency or LEA means a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools.
M. Online Reporting System (ORS)	A reporting system that provides online reports for student, school, district and state level test reports.
N. Project	The planned undertaking regarding the entire subject matter of a contract and the activities of the parties related hereto.
O. Project Management Plan	Planning document that summarizes the overall project, including all relevant due dates, deliverables and testing information, with concrete dates for testing in Spring 2016 and approximate dates for the duration of the term until such time as testing dates and related timelines are available.
P. Project Management Team	The SDE and CB personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Management Plan on time, on budget and to the required specifications and quality.
Q. Regional Education Service Center (RESC)	Education service centers that are located in six regions of Connecticut, which provide support, technical assistance and professional development to schools, districts and approved private special education programs.
R. SDE	Connecticut State Department of Education.
S. Services for Students with Disabilities (SSD) Online	CB's online system for accommodations requests for CB Accommodations and State Allowed Accommodations.
T. Specifications	The written specifications that set forth the requirements which include, without limitation, the Contract and its schedules, attachments and exhibits, any performance standards, documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent state-approved deliverables, and other Specifications and requirements described in the Contract documents.
U. Technical Advisory Committee (TAC)	The Technical Advisory Committee will advise the SDE and CB on technical issues related to test development, administration, reporting and other aspects of the large scale assessment. The members of the TAC include higher education evaluation experts, as well as evaluation experts from the private sector.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

V. 508 Compliant	Compliance standards are set by Section 508 of the Rehabilitation Act of 1973 that requires federal agencies and institutions that receive federal funding to provide software and website accessibility to people with disabilities. When websites are 508 Compliant, they are accessible to all users, which may include compatibility with assistive technology.
------------------	---

II. DUTIES AND RESPONSIBILITIES OF THE CB:

A. Project Management and Planning.

1. CB Team Project Executives shall be responsible for advising on and monitoring the quality of the implementation throughout the project life cycle. The scope of the Project includes but is not limited to the planning, preparation, delivery, administration, return, scoring, and reporting of the SAT<sup>®</sup> for approximately 40,000 - 42,500 eleventh graders statewide for a period of three years. The CB Project Executives shall advise the CB Team Project Managers and the SDE Project Managers on the best practices for implementing the CT SAT Program. The CB will support the CBSE in administering the SAT<sup>®</sup> exam during a school day. Under this Agreement, “SAT<sup>®</sup>” will be used to refer to both the SAT<sup>®</sup> (without essay) and the SAT<sup>®</sup> with Essay. The scope of services encompasses a State-sponsored SAT<sup>®</sup> School Day (paper/pencil) administration and delivery of SAT<sup>®</sup> data and reports through our online data portal (the “Program”). Notwithstanding anything to the contrary in this Agreement, the provisions in Exhibit A, Scope of Work, attached hereto, shall govern the parties’ obligations and responsibilities in connection with the Program.
2. CB Team Project Manager has overall responsibility for the scope of the Project including but not limited to the planning and preparation for the successful administration, scoring, and reporting of the SAT<sup>®</sup> assessment for approximately 40,000 - 42,500 eleventh graders statewide (the “Participating Cohort”) for the duration of this Agreement. The CB Team Project Manager shall be responsible for the day-to-day management of CB’s obligations and deliverables for the CT SAT Program and shall plan, track, and manage the activities of the CB implementation team. Specifically, the CB Team Project Manager’s responsibilities shall include the following:
  - a. Maintain communications with the SDE Project Managers;
  - b. Assist the SDE in planning and conducting informational meetings;
  - c. Create and maintain the three-year Project Management Plan and schedule by December 15, 2015. The Project Management Plan shall outline tasks, deliverables, estimated dates for the timeline and shall identify point people, as appropriate;
  - d. Assign CB Team members to tasks detailed in the Project Management Plan according to the scheduled staffing requirements, including a Connecticut-specific team dedicated to the accommodation review process;
  - e. Provide conference-call bridge to connect with program resources during the live testing day(s) based upon project needs of the SDE Project Managers;
  - f. Notify the SDE Project Managers of requirements for SDE resources;
  - g. Review task progress for time, quality, and accuracy;
  - h. Review requirements and scheduling changes and identify the impact on the project to avoid any change in scope;
  - i. Inform the SDE Project Managers and staff of any urgent issues if and when they arise;

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

and

- j. Provide the SDE completed CB project deliverables.
  3. CB shall assign key project staff members who meet the requirements of the Contract. The SDE reserves the right to request removal or reassignment of CB's Key Project Staff who are found unacceptable to the SDE in their reasonable opinion.
  4. CB shall plan, participate in, and provide technical support for regular management meetings with the SDE, on dates and times that are mutually agreed upon by the parties. To the extent applicable, CB will seek input from SDE on development of Connecticut-specific materials. CB shall schedule, host, and cover any of its costs associated with attending state meetings, which shall include:
    - a. Four full day face-to-face meetings each year;
    - b. Weekly project management conference calls; and
    - c. Daily contact via bridge-line or e-mail during the live administration date(s) and make-up testing date(s), to the extent required.
  5. CB shall provide the SDE with periodic management reports on the status of the project. Specifically, CB shall:
    - a. Provide mutually agreed-upon meeting agendas;
    - b. Create and maintain a three-year Project Management Plan including a three-year project schedule by January 1, 2016 for year 1 and within a reasonable time period upon execution of the Agreement for year 2 and year 3; and
    - c. Produce monthly written status reports that with updates to statewide accommodation status beginning in December 2015 during the relevant registration and testing periods.
  6. CB shall maintain a secure document management tool to share and provide version control of documents shared between CB and SDE.
    - a. CB shall provide a system of specification and project management planning documents that shall record decisions made by the parties about each system and process. CB shall use these documents to facilitate communication among the numerous internal teams and between CB's and the SDE's Project Management Teams.
    - b. CB project management planning documents shall include:
      - i. Project Management Plan, including project timeline;
      - ii. A process for applying for accommodations for students with disabilities and ELs, including contents, protocol, and dispute resolution processes;
      - iii. A dispute resolution process in collaboration with SDE.
      - iv. Administration Summary;
      - v. Packaging Specifications;
      - vi. Receipt Specifications;
      - vii. Scoring Specifications; and
      - viii. Online Reporting Specifications.
  7. CB shall note preferential or other changes requested by the SDE and shall:
    - a. Provide a draft of the scope (timeline and funding) implications; and
    - b. Implement any funded changes to the scope of the project upon amendment to this Agreement.
- B. Procedural Issues and Project Decision-making.
1. Calendar Setting.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- a. In year one (1) of the Agreement, CB will provide statewide administration in a paper and pencil format of the SAT<sup>®</sup> on Wednesday, March 2, 2016, and will provide a make-up date on Wednesday, April 27, 2016.
  - b. CB shall make test administration available to all grade eleven students in Connecticut public schools.
  - c. CB will not contract separately with any Connecticut LEA for the essay portion of the SAT<sup>®</sup> without the express and written approval of the SDE.
  - d. The parties agree and acknowledge that in order to successfully meet all deadlines for the March 2, 2016 test day for year one (1) of this Agreement, the parties will use their best efforts to ensure that deliverables and approvals are met; provided, that the parties agree that some deadlines may need to be modified in order to work within the time-frame provided between execution of this Agreement and the testing date. Neither party shall claim that the other party has materially breached this Agreement if a deadline is extended, or if the parties otherwise mutually agree to change the format of a deliverable, if the parties are using their best efforts to provide for a successful testing day.
2. The CB shall offer two primary Spring testing dates and two make up dates, which shall occur within a four week testing window unless impacted by holidays or other materially significant adverse factors for school year 2016-17 (year 2). The CB shall offer three primary Spring testing dates and three make up dates, which shall occur within a four week testing window unless impacted by holidays or other materially significant adverse factors for school year 2017-18 (year 3). The CB shall consult with the SDE early in the date setting process for each of years 2 and 3.
3. CB shall provide a highly secure and integrated test data system for:
- a. Recording student enrollment and registration data;
  - b. Importing student demographics and the SASID from SDE data systems and local systems where necessary into the CB system; and
  - c. Establishing, in consultation with the SDE, the state's network of LEAs, schools, programs, and users in the system that includes the SDE's unique identification number for each facility.
4. Registration of grade eleven students: Hybrid Bulk/Paper Registration for the 2016 administration (Year 1). In this hybrid approach, CB will register students that already have CB records. For the remaining students, CB will send paper registration forms to the schools to have the students complete their registration.
- a. SDE shall provide CB a listing of eligible students. The listing will include the student demographics available to the state (including but not limited to, complete name, SASID, school code, NCES ID (if available), Resident town, DOB and gender).
  - b. CB will use this SDE student listing to query the CB system and determine which students have existing CB records.
  - c. Upon completion of the defined student match process, CB will provide to SDE the list which will indicate those students who CB has matched to an existing CB record.
  - d. CB will register those students with existing and complete CB records using the student information previously provided by the student in such records.
  - e. CB will mail to the schools the information to allow each student without an existing or complete CB record to register by paper, including registration forms and written

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

communications that outline the registration process, as approved by the SDE. Students will complete the paper registration with the information in the registration materials by the deadline agreed upon by the parties.

- f. As part of the CB's standard process, as registrations are completed either by CB for matched students or by the paper registration process for unmatched students, CB will reconcile the registrations against its SSD online system, updating the registrations as needed with accommodations information for those students with an approved accommodation on file.
  - g. CB will provide to SDE registration status reports for the March 2016 test date, indicating those students with a completed registration and those students without a completed registration. Such report shall be provided electronically each business day starting on a date promptly after paper registrations are submitted through one (1) day after the paper registration deadline, as agreed upon by the parties. The registration system will facilitate the test material ordering process to ensure that each testing site receives the appropriate number of standard and accommodated testing materials.
  - h. CB will use the data provided by SDE through the student listing for the sole purpose of determining which students have current CB testing records, as noted above in this subsection.
  - i. CB and SDE shall at a later date develop a mutually agreed upon registration process for years 2 and 3 (2017 and 2018) of this Agreement.
- C. Accommodations. CB shall provide accommodations in accordance with this Agreement.
- 1. For students with IEPs dated at least four (4) months prior to the exam, CB shall automatically approve such accommodation requests.
  - 2. For Students who are requesting an accommodation and either have a 504 Plan or an IEP dated less than four (4) months prior to the exam, CB will initially review the accommodation through its SSD software, which determines whether an accommodation is approved without further action.
    - a. If CB needs additional information regarding such request for accommodation, then CB shall submit such request to the SDE for further inquiry.
    - b. The SDE shall verify any additional information necessary with the school district.
    - c. The SDE shall render a final decision on whether to grant the requested accommodation and shall advise CB of such decision.
    - d. If the SDE and CB cannot agree on whether such accommodation shall result in a College Reportable Score, the working teams shall escalate such file to the CEO of the College Board and the Commissioner of the SDE, respectively, who will then collectively determine the outcome as promptly as possible.
  - 3. CB shall provide College Reportable Accommodations for the following EL services based upon a student's status as an EL:
    - a. Native Language Reader - Directions Only. An available school staff member may provide an oral translation of test directions "on demand" in any language, including, without limitation, Spanish, Arabic, Portuguese, Polish, Mandarin and Haitian-Creole.
    - b. CB shall provide written translations for directions in Spanish, Arabic, Portuguese, Polish, Mandarin, and Haitian-Creole for each administration of the SAT under this agreement.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

4. CB shall permit Connecticut-Specific Accommodations, but the SDE may only use such scores for Connecticut's federal and state accountability purposes. Students cannot report such scores to colleges, scholarship programs, or other designated score recipients.
5. CB will review any additional unique accommodations for students with disabilities or ELs and determine, in consultation with the SDE, if the use of a unique accommodation is a College Reportable Accommodation or Connecticut-Specific Accommodation; provided the parties have adequate time in advance to conduct such review.
6. No accommodation can alter the test content.
7. CB shall accept as approved all accommodations for students with a CB SSD code and shall not require an additional application for accommodations. If for any reason a student is not yet otherwise registered for the exam using the "bulk" registration method, then this student will register for the Connecticut SAT® using the paper registration method as set forth herein.
8. CB shall suppress all its built-in communications in its SSD software which provides letters and emails to educators, students and parents regarding accommodations. CB will communicate directly with SDE staff to convey the following:
  - a. Accommodations requests which are automatically approved by SSD's software,
  - b. Accommodations requests which are approved by SDE,
  - c. Accommodations requests which are rejected by SDE, and
  - d. Accommodations requests which more information is required.
13. Based on the SDE's commitment to equal access for all Connecticut students, the CB agrees to provide the SDE with a research report investigating the addition of Connecticut-Specific Accommodations to the list of College Reportable Accommodations by June 30, 2017.
  - a. With the goal of establishing the technical adequacy of Connecticut-Specific Accommodations while maintaining fairness in the area of college admission, the research report will utilize SAT® data from students using both types of Accommodations in test administration years 2016 and 2017, as well as a literature review from the assessment and psychometric fields on Connecticut-Specific Accommodations.
  - b. If technical adequacy is evident to both the CB and the SDE for any or all of the Connecticut-Specific Accommodations, the parties shall review and consider whether such Accommodations to be College Reportable Accommodations for the Spring 2018 test administration..
  - c. If technical adequacy is disputed by either party, this Agreement may be amended or terminated.
14. The table below outlines College Reportable Accommodations and the Connecticut-Specific Accommodations to which CB shall adhere in compliance with an IEP or a 504 Plan. CB shall comply with EL accommodations upon request.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

<b>Students</b>	<b>College Reportable Accommodations</b> <i>(if verified by documentation)</i>	<b>Connecticut-Specific Accommodations</b> <i>(if verified by documentation)</i>
<b>Students with Disabilities</b>	<b>Used for accountability and college admission</b>	<b>Used for accountability purposes only</b>
	<ul style="list-style-type: none"> <li>• Braille Booklets</li> <li>• Text-to-Speech for all test content</li> <li>• Large Print Booklet</li> <li>• Color Overlay</li> <li>• Noise Buffering</li> <li>• Magnification Device</li> <li>• Computer Response</li> <li>• Scribe</li> <li>• Speech-to-Text (Voice Recognition Software)</li> <li>• Specialized Calculator</li> <li>• Abacus</li> <li>• Multiplication table</li> <li>• Time Extension</li> <li>• Separate Setting</li> <li>• American Sign Language (ASL)- test directions only</li> <li>• Signed Exact English -test directions and test content</li> </ul>	<ul style="list-style-type: none"> <li>• American Sign Language (ASL) - test content</li> </ul>
<b>English Learners</b>	<b>Used for accountability and college admission</b>	<b>Used for accountability purposes only</b>
	<ul style="list-style-type: none"> <li>• Translated written directions in Spanish, Arabic, Portuguese, Polish, Mandarin and Haitian-Creole</li> <li>• Native Language Reader – test directions only</li> </ul>	<ul style="list-style-type: none"> <li>• Time Extension</li> <li>• Bilingual Dictionary Word-to-Word Translation</li> </ul>
<p>** CB will review any additional unique accommodations for students with disabilities or English Learners and determine, in consultation with the SDE, if the use of a unique accommodation is a College Reportable Accommodation or a Connecticut-Specific Accommodation.</p>		

D. Student Preparation and Support. The CB will provide free practice tools available online and access to free, personalized, and focused practice resources through the CB’s collaboration with Khan Academy.

E. Documents and Portal Web site.

1. CB in partnership with SDE will conduct the process for setting of standards for Connecticut’s accountability benchmarks.
2. CB shall arrange for review and approval of technical documents by the SDE TAC.
3. CB has an online portal, which will provide access for Connecticut (CT SAT Portal) to the Practice Tests, Training Tests, manuals, and other resources for year 1 of the Agreement. Resources will be 508 compliant. CB shall customize to the extent practicable such materials for years 2 and 3 of this Agreement.
4. CB shall provide a SAT<sup>®</sup> *Supervisor Manual* with a Connecticut-specific supplement for year 1, which includes Connecticut-specific administration information. CB shall create a customized Connecticut-specific manual for years 2 and 3.
5. CB shall deliver training protocols for use at the local level on the test administration

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- procedures for the SDE.
6. CB will provide all necessary training and/or instructional materials through a combination of online (closed captioned) and in-person sessions to designated district school test coordinators, administrators, and SSD coordinators. CB shall provide the required training and/or instructional materials and such materials must be completed in accordance with the agreed upon timeframes. The CB will maintain a list, which will be available to the SDE, of district personnel who have received such test center supervisor training.
  7. CB will provide district and the state access to reporting, allowing tracking and monitoring student participation and progress.
- F. Statewide Training.
1. CB will design and deliver with the SDE two (2) webinars, which shall be conducted by December 18, 2015.
    - a. Webinar 1 will focus exclusively on the requirements LEAs must follow for test registration and accommodations. CB will consult with SDE to provide written guidance and samples for LEAs.
    - b. Webinar 2 will focus on general information about the SAT registration, examination, administration, and reporting.
  2. CB shall provide two (2) half-day “kickoff” workshops at a central location within Connecticut for an audience of assistant superintendents, pupil service directors, counselors, and curriculum directors to deliver information about accommodations and general information about the test administration and reporting.
    - a. Each workshop will allow for a capacity of 200 participants.
    - b. Each workshop will be staffed by at least two (2) CB staff members.
    - c. The workshops will take place no later than January 30, 2016.
    - d. The workshops will be no cost for school district personnel to attend.
    - e. CB will arrange the locations of the workshops and cover the costs for holding the workshops such as room rental, food, materials, sign-language interpreters, and AV equipment.
    - f. SDE acknowledges that there were no sign-language interpreters at workshops provided prior to the date of execution of this Agreement nor will a recording of the meetings be posted on the SDE’s website.
  3. The CB will provide at a minimum four (4) full content specific in-person Professional Development Workshops, two (2) in mathematics and two (2) in ELA, addressing test content, item types and reporting in each of six regionally dispersed locations.
    - a. The workshops will be at no cost for school district personnel to attend.
    - b. Each session will allow for a capacity of 75 participants.
    - c. The content workshops will use the “trainer of trainer” model.
    - d. CB will arrange the locations of the workshops and cover the costs for holding the workshops such as room rental, food, materials, sign-language interpreters, and AV equipment.
    - e. Professional development workshop dates to be determined by CB and mutually agreed upon by the parties.
  4. CB shall provide four (4) half-day District Test Coordinator trainings for a maximum of 100 District Test Coordinators per training by January 30, 2016, and SDE shall provide the

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- locations, registration and other logistics for such trainings.
5. CB shall provide training on test administration procedures.
    - a. The trainings will be no cost for district personnel to attend.
    - b. CB shall schedule the trainings in consultation with the SDE at locations approved by the SDE.
    - c. CB shall make all logistical arrangements and shall cover costs for each of the meetings such as room rental, food, materials, sign-language interpreters, and AV equipment.
    - d. These offerings will be scheduled with the identical parameters stated above for each testing year of Agreement. Dates shall be determined by the SDE and mutually agreed upon by the parties.
    - e. SDE acknowledges that there were no sign-language interpreters at workshops provided prior to the date of execution of this Agreement nor will a recording of the meetings be posted on the SDE's website.
- G. Communications/Toolkit.
1. CB shall provide content in PDF format which, includes:
    - a. Frequently Asked Questions (FAQ) for District/Building Administrators;
    - b. FAQ for Test Administrators; and
    - c. FAQ for Students and Parents.
  2. CB will create and send a series of communications with SDE approval to support the CT SAT Program. Communications will be organized and delivered in three phases:
    - a. Announcement and Awareness, which provides pre-test communications to inform students, parents, districts and schools about the general purpose and goals of the CT SAT Program, practices tests, Khan Academy tutorials as well as key "what to expect" information and information about accommodations to help students complete the necessary activities before December 31, 2015, and as agreed upon by SDE for subsequent testing years
    - b. Readiness and Preparation, which provides communications that school personnel will need to prepare and administer the CT SAT Program, including:
      - i. Important reminders from the CB to students and their parents to ensure they know what to expect on test day before January 1, 2016; and
      - ii. For subsequent testing years, Post-Test Activity Reminders and Updates, as approved by the SDE, which shall provide important information for school personnel, students and parents.
- H. Customer Service and Technical Assistance. CB shall provide customer service and technical support to the SDE and districts, to ensure a successful testing experience for students and educators.
1. CB shall provide support through a Help Desk with dedicated representatives for Connecticut via a toll-free telephone line and e-mail address for state users, educators, and administrators, which shall be in service Monday through Friday from 7:00 a.m. to 4:00 p.m. EST outside of the testing days, and between 7:00 a.m. and 7:00 p.m. EST on the test days.
  2. CB shall provide a minimum of two (2) points of contact from CB's project team, in addition to the SDE Project Managers, who will be available to answer and respond to assessment related questions from the SDE Project Management Team in a reasonably timely manner.
  3. CB's Help Desk shall be available one (1) month prior to the test administration and shall

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- remain open until the termination of this Agreement, excluding federal holidays.
4. Help Desk operations shall be flexible to ensure adequate support during peak call times throughout the year.
  5. CB shall adequately staff the Help Desk and shall train such staff to ensure timely, accurate, and consistent responses to customers.
  6. CB shall assign an appropriate number of full-time managers in its sole reasonable discretion to supervise and monitor the Help Desk.
  7. CB shall receive, solve, escalate, and log all inquiries during testing and will update the FAQs detailed in Section F.1 to reflect such inquiries.
    - a. CB shall submit inquiries that require the SDE's response to the SDE Project Management Team in a timely manner, but no later than 24 hours after being received.
    - b. CB's customer service staff shall document all communications.
- I. Manufacture, Delivery, Scanning, and Scoring of Tests. The CB shall:
1. Provide paper-based tests for Grade 11 students for all testing years in this Agreement;
  2. Utilize its methods and quality assurance guidelines for scoring paper-based tests;
  3. Utilize its developed processes to help ensure production of necessary quantities of manufactured paper-based test materials based upon enrollment data and overage requirements provided by the SDE, and shall provide the materials to the LEAs prior to the beginning of testing;
  4. Shrink wrap and package materials in boxes and with labels, packing lists to SDE's specifications and return such boxes to the SDE;
  5. Ship to schools and LEAs via a traceable carrier;
  6. Receive and support Help Desk inquiries, as provided above;
  7. Pickup all materials via a traceable carrier;
  8. Log in all returned boxes of test booklets;
  9. Scan, process and score all student responses;
  10. Provide Braille forms in contracted forms, and such forms shall comply with the new Braille Authority of North America (BANA) standards;
  11. Produce the Braille forms;
  12. Provide large print forms; and
  13. Provide the large print forms.
- J. Test Security. CB shall deliver the services hereunder in accordance with its overall security plan to ensure the security of test items, materials, and student data.
1. CB shall be responsible for ensuring that CB employees, subcontractors, consultants, and outside vendors adhere to its established procedures.
  2. CB shall follow a security plan to include:
    - a. Promoting security awareness among employees, subcontractors, consultants, and outside vendors;
    - b. Limiting access to secure materials including any documentation provided by schools to secure accommodations to only those individuals who have a valid need and documenting access in order to establish an audit trail of users;
    - c. Requiring those who have access to secure materials to adhere to confidentiality/nondisclosure provisions;
    - d. Using a tracking system developed in-house to trace test materials through various

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- processing stages while in CB's possession;
  - e. Providing for the physical security of materials when not in use;
  - f. Hosting and maintaining secure, password-protected websites and employing secure, encrypted methods of file transmission;
  - g. Using secure (traceable) shipping and communication methods; and
  - h. Providing explicit instructions for safeguarding secure materials to personnel who will have possession of materials at remote locations, such as test sites or committee meeting facilities.
3. CB shall use existing security policies to deliver the services hereunder. ..
  4. CB shall monitor the security of test content and student data and report any breaches in accordance with this Agreement.
  5. CB shall use its specific procedures for monitoring, detecting, and evaluating assessments for fidelity to test administration, and thus identify and report possible security breaches and testing irregularities.
    - a. CB shall require all project personnel to report any known or suspected violation of security procedures or attempts by an individual to solicit confidential or restricted information to the Project Manager.
    - b. CB has in place administrative guidelines for conducting an investigation to determine if a violation has occurred, assessing the impact to the program, and reporting findings and recommendations to CB executive personnel and the SDE Program Managers.
  6. CB shall ensure the security, integrity, and accuracy of materials shipped, transported, and received while maintaining chain of custody, and shall report inconsistencies to SDE Project Management Team immediately upon discovery.
- K. Test Administration.
1. CB shall develop an annual test administration calendar. At a minimum, the testing calendar shall include the following key dates:
    - a. Availability of the online test administrator training course (by December 15, 2015 in Year 1; dates for Years 2 and 3 shall be determined by mutual agreement of the parties);
    - b. Schedule of online and face-to-face meetings (approximately 6–8 weeks before the first testing date);
    - c. Opening of the accommodations process which includes in year 1 establishing SSDs, AI codes, and test center codes;
    - d. Test date(s) and make-up date(s) as determined by SDE from a list of available dates provided by CB; and
    - e. Individual student access to scores after test administration in accordance with C's reporting calendar as established by the CB in its sole discretion.
  2. CB shall provide access to the final data file for the SDE after each testing year in accordance with CB's reporting calendar as established by the CB in its sole discretion. CB shall provide access to its standard SAT<sup>®</sup> reporting data to districts upon approval of the SDE.
  3. CB shall provide guidelines and instructions for test administration, including:
    - a. Setting up test centers;
    - b. Delivering test practice tools and support;
    - c. Providing accommodations to participants with disabilities and EL students;
    - d. Registering students for the test;

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- e. Training of designated personnel at the schools to administer the test;
  - f. Delivering test data and reports;
  - g. Communications for schools, students and parents to support the program including pre-test, test day and post-test; and
  - h. CB shall annually update the user guides and related resources to the extent such resources require updates to be current.
  - i. CB shall provide a Training Information Dissemination Schedule that outlines planned training and release of test administration documents, as approved SDE.
- L. Testing Irregularities and Test Breaches.
1. When a testing irregularity or test breach occurs, SDE shall serve as the primary contact for LEAs.
  2. As soon as practicable, but no later than 12 hours after LEA notification, the SDE shall notify CB of such testing irregularity or breach; provided, however, in the event of an incident compromising the integrity of the exam booklets prior to the date of the test, the SDE will use its best efforts to promptly notify CB in order for CB to limit the damage caused by such breach to the extent possible.
  3. CB shall conduct its investigation; SDE shall assist CB in such investigation as necessary and as appropriate. SDE acknowledges CB's interest in maintaining the security of its test and agrees that it will not inhibit such investigatory activities.
  4. CB shall communicate with the SDE regarding its investigation, including but not limited to providing SDE advanced notice, when practicable, of its intent to directly contact students and/or parents.
  5. CB shall notify the SDE of the outcomes of all investigations, including any legal action taken.
- M. Operational Psychometrics.
1. CB shall provide analysis specifications, quality control specifications and test specifications and submit them to SDE for review. Specifically, the CB shall:
    - a. Use simulated test administrations to test and verify the performance of all scoring and reporting systems; and
    - b. Monitor the performance of testing through a series of QA reports on item statistics, blueprint match rates, and item exposure rates.
  2. CB shall provide technical report and additional analyses as requested by the SDE to provide evidence for the validity and reliability of the assessments and shall review the report as deemed necessary by the SDE to assist in the Peer Review Process.
- N. Web-Based Analysis and Reporting System.
1. CB shall deliver test results to the SDE via the ORS for 2015-16 per Attachment 1 to Exhibit A, and for 2016-17 (year 2) and 2017-18 (year 3) no later than three weeks after the last test date.
  2. CB shall provide summary and student-level reports in CB's ORS. The ORS will generate secure, dynamic, interactive reports, including individual student reports that allow educators at all levels to explore the data and their implications for instruction.
  3. CB's ORS shall:
    - a. Provide rapid, flexible online reporting, including standard reports with some customization, available immediately;

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- b. Downloadable student level data files in a csv format;
  - c. Aggregated reports for a LEA, school, teacher and class;
  - d. Interactive results analysis;
  - e. Longitudinal data reporting;
  - f. Provide educators at the school and district level access to test results; and
  - g. Provide students with access to their test results.
4. CB shall document the description of the security measures embedded in the reporting system upon the request of the SDE.
  5. CB's ORS shall comply with relevant federal and state law concerning the protection of personal information.
  6. CB shall provide the SDE via the ORS with a complete set of student results, and shall mutually agree on any further reporting requested by SDE.
  7. During the Term, CB shall use commercially reasonable efforts to establish a customized delivery format that is approved by SDE and shall implement such format for the SDE provided such customization does not require substantial out of pocket expenses for the CB, including:
    - a. A set of data validation rules for the files; and
    - b. A mutually agreeable transfer protocol and timeline.
- O. The services, obligations and deliverables of the parties shall be subject to the Exhibit A, Scope of Services, (and the attachments thereto) attached hereto and incorporated herein by this reference.

III. STAFFING: CB shall assign the following staff to provide services pursuant to this Agreement:

- A. CB Project Director who shall have the responsibility of the overall administration of all activities and services pursuant to this Agreement.
- B. In the event that CB needs to substitute any management, supervisory, or other key personnel, CB will identify the substitute personnel, the work to be performed, and the general reason for the substitution, so long as providing the reason does not violate such personnel's right to confidentiality. In the event CB needs to provide a substitute due to a personnel's urgent matter, CB will use commercially reasonable efforts to advise SDE.

IV. DUTIES AND RESPONSIBILITIES OF THE SDE:

- A. The SDE shall assign specific SDE Project Managers, as provided in Section V of this Agreement, who shall manage SDE resources, facilitate completion of all tasks assigned to SDE staff, and communicate project status on a regular basis. The SDE Project Manager shall represent the SDE in all decisions regarding the implementation of the project and shall provide the necessary SDE resources, as reasonably requested by the CB and as identified throughout the project. In addition, the SDE Project Manager shall:
  1. Assist the CB Project Manager in the development of a detailed timeline to complete necessary work;
  2. Identify and secure the SDE Project Team members;
  3. Define roles and responsibilities of all SDE Project Team members assigned to the project;
  4. Identify and secure access to additional SDE staff to support and perform certain implementation tasks, including staff to support the transition in the area of special

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- populations as well as in the content areas of Math and English Language Arts;
5. Communicate issues to SDE management as necessary to secure resolution of any matter that cannot be addressed at the project level;
  6. Inform the CB Project Manager of any urgent issues if and when they arise, and resolve such issues in a timely manner;
  7. Assist the CB team staff with obtaining information as necessary and as reasonably requested;
  8. Provide CB access to data and other information as reasonably requested, including but not limited to student information from the PSIS;
  9. Maintain communication with LEAs, RESCs, and approved private special education schools, to assist and support the annual test administration; and
  10. Provide timely review and feedback for all test-related materials developed by CB that are related to the CT SAT Program, to the extent there is any customized deliverables.
- B. Project Management and Planning. The SDE shall:
1. Provide continuing review and feedback to CB in the planning of management meetings;
  2. Provide continuing review and feedback to CB, during the development of all CB Project Management and Planning documents; and
  3. Approve all CB Project Management and Planning documents.
- C. Testing. The SDE shall:
1. Review the documentation of methods and QA guidelines for scoring paper-based test forms;
  2. Review the documentation of methods and QA guidelines for scanning paper-based test forms;
  3. Review the process to help ensure production of necessary quantities of manufactured paper-based test materials based on enrollment data and overage requirements;
  4. Review the process to identify and protect the security of paper-based test materials;
  5. Review the Braille forms and provide such Braille forms to the State Board of Education and Services for the Blind, provided such forms shall not include any confidential testing documents;
  6. Review the large print forms and MP3 audio file, provided such forms and files shall not include any confidential testing documents;
  7. Recruit educators representative of the Connecticut school districts for the Standard Setting Process as well as standards alignment study;
  8. Provide CB with timely information about changes to SDE policies and procedures that affect the test administrations; provided that such changes do not impact the CB's guidelines and requirements for administering SAT<sup>®</sup> School Day; and
  9. Post on the Connecticut Comprehensive Assessment System website and SDE Website electronic versions of test administrations manuals as well as any other test support materials.
- D. Test Security and Data Forensics.
1. The SDE shall review all project-specific security policies.
  2. The SDE shall review and, if necessary, take action on forensics reports.
  3. The SDE shall request, if necessary, additional forensic data or analyses.
  4. The SDE shall promptly (as soon as practicable, but no later than 12 hours after receiving an LEA report) notify CB of any reported test irregularities or breaches as set forth in Section II.L. of this Agreement.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- E. Test Administration. The SDE shall establish an annual test administration calendar in consultation with the CB.
- F. Web-Based Analysis and Reporting. The SDE shall review and approve the customized delivery format for the CB Portal.
- G. Payments. The CSBE shall provide payments as detailed in Section VI of this Agreement.

V. CONTACT INFORMATION:

- A. The SDE shall assign at least one Contract Administrator who will function as the SDE's representative with regard to the overall administration of this Agreement. The Contract Administrator is:

Mary Anne Butler, Chief Academic Officer  
Connecticut State Department of Education  
165 Capitol Avenue, Room 223  
Hartford, CT 06106  
Phone: 860-713-6753  
Fax: 860-713-7018  
E-mail: [maryanne.butler@ct.gov](mailto:maryanne.butler@ct.gov)

- B. The SDE shall at all times designate a Project Management Team which shall be responsible for the administration of the CT SAT Program at the state level. The SDE hereby names the following individuals as the contacts for the Project Management Team:

Abe Krisst, Bureau Chief Connecticut State Department of Education 165 Capitol Avenue, Room 215 Hartford, CT 06106 Phone: 860-713-6894 Fax: 860-713-7018 E-mail: <a href="mailto:abe.krisst@ct.gov">abe.krisst@ct.gov</a>	Michelle Rosado, Education Consultant Connecticut State Department of Education 165 Capitol Avenue, Room 215 Hartford, CT 06106 Phone: 860-713-6748 Fax: 860-713-7018 E-mail: <a href="mailto:michelle.rosado@ct.gov">michelle.rosado@ct.gov</a>
---	--

Ajit Gopalakrishnan, Chief Performance Officer  
Connecticut State Department of Education 165 Capitol Avenue, Room 361  
Hartford, CT 06106  
Phone: 860-713-6888  
E-mail: [ajit.gopalakrishnan@ct.gov](mailto:ajit.gopalakrishnan@ct.gov)

- C. The CB shall assign at least one Team Program Manager who shall function as the CB's representative with regard the administration of this Agreement. The CB's Team Program Manager is:

Matt Lisk  
The College Board  
250 Vesey Street  
New York, NY 10281  
212-649-5484  
[mlisk@collegeboard.org](mailto:mlisk@collegeboard.org)

- D. For all other communications with the CB with regard to the overall administration of this Agreement, the CB requests notices be sent to:

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

K-12 Contracts Management  
The College Board  
250 Vesey Street  
New York, NY 10281  
[contractsmanagement@collegeboard.org](mailto:contractsmanagement@collegeboard.org)

with a copy to:  
Legal Department  
The College Board  
250 Vesey Street  
New York, NY 10281  
[legalnotice@collegeboard.org](mailto:legalnotice@collegeboard.org)

- E. The Parties shall provide prompt written notice of any change to the above referenced representatives.

VI. PAYMENT:

- A. For the life of the contract, the annual contract amount will be based on the charge of \$34.40 per student tested.
- B. For the duration of the contract, the estimated statewide eleventh grade annual student enrollment is approximately 40,800 – 42,500.
- C. Payments pursuant to this Agreement shall not exceed \$4,386,000.00.
- D. The payment schedule below can be adjusted upon written request and CSBE approval, but such payments cannot exceed physical availability of funds.
- E. CB shall send all invoices to:

Gary Pescosolido, Chief of Fiscal and Administrative Services  
Connecticut State Department of Education  
Bureau of Fiscal Services  
165 Capitol Avenue, Room 311  
Hartford, CT 06106  
Phone: 860-713-6667  
FAX: 860-713-7024  
E-mail: [gary.pescosolido@ct.gov](mailto:gary.pescosolido@ct.gov)

- F. The CSBE reserves the right to reduce payments and withhold funding for any deliverable which the Contractors have materially breached its obligations and have failed to cure such breach upon written notice.
- G. Schedule of Deliverables.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

<b>Project Deliverables/Milestones</b>	<b>Expected Completion Date 2015 – 16</b>	<b>Expected Completion Date 2016 - 17</b>	<b>Expected Completion Date 2017 - 18</b>
Open CB Managed SAT® Web site	December 15, 2015 (Website is completed and will be accessible pending approval by SDE)	September	September
SDE provides student listing to CB for hybrid registration method	Immediately on Execution of the Contract	First week of November	First week of November
CB delivery of paper registration forms to schools	January		
Professional Development <ul style="list-style-type: none"> <li>• Implementation Webinar</li> <li>• Registration and Accommodations Webinar</li> <li>• Content Workshops</li> <li>• Implementation Workshops</li> </ul>	December – January	October - December	October - December
Accommodations process (7 week maximum process per student)	December – January 13, 2016	November - January	November- January
Test Center Set Up	November - January 6, 2016	October - November	October - November
Conduct District Test Coordinator Trainings	January 31, 2016	January	January
Produce Test Administration Training Materials	January	January	January
Delivery of Test Administration Materials	February 12, 2016	February	February
Provide Customer Support	January – April	January-April	January – April
Conduct and Support Testing on Pre-selected Dates	Pre-selected Dates	Pre-selected Dates	Pre-selected Dates
Individual Student Data Available on CB Reporting System	5/18/16	Based on Pre-selected Dates	Based on Pre-selected Dates
Data Analysis and Reporting	March – May	Based on Pre-selected Dates	Based on Pre-selected Dates
CB in partnership with CSDE conducts the process for setting of standards	March – May	Based on Pre-selected Dates	Based on Pre-selected Dates
Data Reports and Scores Available on OSR for students and SDE for Test Day and Make up Test Days (does not include any accountability reporting). SDE will notify CB to activate access for districts and schools.	May-June	TBD	TBD

H. Payment Schedule.

<b>Fiscal Year</b>	<b>Three Year Payment Schedule</b> <i>All payments shall be made on or after the dates below upon receipt of approved deliverables</i>		<b>Subtotal</b>
2016	Upon Contract Execution:	Not to exceed \$731,000.00	

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

Fiscal Year	Three Year Payment Schedule <i>All payments shall be made on or after the dates below upon receipt of approved deliverables</i>	Subtotal
	December 2015	
	March 31, 2016	Not to exceed \$365,500.00
	May 31, 2016	Adjusted for actual number of test takers in 2016, but not to exceed \$365,500.00
		Not to Exceed \$1,462,000.00
2017	August 31, 2016	Not to exceed \$365,500.00
	November 30, 2016	Not to exceed \$365,500.00
	February 28, 2017	Not to exceed \$365,500.00
	May 31, 2017	Adjusted for actual number of test takers in 2017, but not to exceed \$365,500.00
		Not to Exceed \$1,462,000.00
2018	August 30, 2017	Not to exceed \$292,400.00
	November 30, 2017	Not to exceed \$292,400.00
	February 28, 2018	Not to exceed \$292,400.00
	May 31, 2018	Not to exceed \$292,400.00
		Not to Exceed \$1,169,600
2019	August 31, 2018	Adjusted for actual number of test takers in 2018, but not to exceed \$292,400.00
		Not to Exceed \$292,400.00
<b>Total Payment</b>		<b>\$4,386,000.00</b>

VII. **STATUTORY AUTHORITY:** The statutory authority for the CSBE to enter into this Agreement is as follows: Sections 4-5 and 4-8 of the Connecticut General Statutes and Public Act 15-238.

VIII. **EFFECTIVE DATE AND TERM OF THE AGREEMENT:** This Agreement shall be effective October 29, 2015, and shall continue until December 30, 2018, unless sooner terminated in accordance with the terms of this Agreement.

IX. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the agreement period stated above, unless canceled by either CB or the CSBE with thirty (30) days written notice to the other party. Notwithstanding any provisions in this Agreement, the Agency, through a duly authorized employee, may terminate the contract whenever the CSBE makes a written determination that such termination is in the best interests of the State. The CSBE shall notify CB in writing of termination pursuant to this section, and such notice shall specify the effective date of termination and the extent to which CB must complete their performance under the contract prior to such date.

A. **Rights After Termination.** If this Agreement is terminated for any reason, all rights granted to SDE hereunder with respect to the Deliverables shall cease, and SDE shall; (i) immediately cease all use of the Deliverables not paid for by SDE, (ii) promptly return, at

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

CB's direction, confidential information of CB then in SDE's possession or under SDE's control, (iii) provided, however, that the SDE shall not be required to cease use of or return of student data, files or reports, nor any Services and Deliverables paid for by SDE; and (iv) unless SDE directs otherwise, the CB shall complete all Services and Deliverables due on or before the date of termination. Upon termination of this Agreement, the CB shall terminate SDE's access to any systems to which SDE has access to but has not yet paid for under this Agreement.

- B. Partial Payment Upon Termination. SDE will compensate the CB for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the CB.
- C. Availability of Deliverables. In addition to its other rights hereunder, the CB may cease making certain Deliverables commercially available at any time by providing the CSBE sixty (60) days written notice. In such event, the CB will cease furnishing such Deliverable(s) under this Contract. The CB will refund the CSBE any fees paid for the unused portion of such Deliverable(s).

X. INDEMNIFICATION:

- A. CB shall indemnify, defend and hold harmless the State of Connecticut ("State") and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of CB or CB parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Agreement. CB shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. CB's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the CB records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- B. CB shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- C. CB shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of CB. The State shall give CB reasonable notice of any such claims.
- D. CB's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the CB is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- E. CB shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. CB shall name the State as an additional insured on

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

the policy and shall provide a copy of the policy to the CSBE prior to the effective date of the Agreement. CB shall not begin performance until the delivery of the policy to the CSBE. The CSBE shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CSBE or the State is contributorily negligent.

- F. **LIMITATION OF LIABILITY.** To the extent permitted by law, and notwithstanding any other provisions of this contract, the total liability, in the aggregate, of the CB and its officers, trustees, partners, employees, agents and the CB 's subcontractors and consultants, and any of them, to the State of Connecticut and anyone claiming by, through or under the State of Connecticut, for any and all claims, losses, costs, or damages whatsoever arising out of , resulting from or in any way related to this contract or the work performed by the CB pursuant to this contract from any cause or causes, including by not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of the CB or the CB's officers, trustees, partners, employees, agents, subcontractors or consultants or any of them, shall not exceed the amount indicated in Section IV. C. of this Agreement.
- G. .This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

XI. **CONTRACT ASSIGNMENT:** No right or duty, in whole or in part, of CB under this Agreement may be assigned or delegated without the prior written consent of the CSBE, except to CB's subcontractors used in connection with the testing administrations.

XII. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. CB shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

XIII. **AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS:**

- A. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours and upon advance written notice, inspect and examine all of the parts of CB's and Contractor Parties plants and places of business which, in any way, are related to, or involved in, the performance of the Agreement in order to ensure compliance with this Agreement.
- B. CB shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete records. CB shall make all of its and the Contractor Parties' records that relate to the performance of this Agreement available upon advance written notice at all reasonable hours for audit and inspection by the State and its agents.
- C. The State shall make all requests for any audit or inspection in writing and shall provide CB with at least five (5) business days' notice prior to the requested audit and inspection date. If the State suspects fraud or other material abuse, or in the event of an emergency, the State is obligated to only provide twenty-four (24) hours' prior notice. During the period immediately prior to and after each test administration, the CB maintains the right to request an audit or inspection date that is more than five (5) business days from the notice date and the State shall use its reasonable efforts to accommodate such request.
- D. All audits and inspections shall be at the State's expense.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- E. CB shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any claim or audit is started before the expiration of this period, CB shall retain or cause to be retained all Records until all claims or audit findings have been resolved.
- F. CB shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and CB shall cooperate with an exit conference.
- G. CB shall provide that its Contractor Parties shall be bound by the requirements and obligations of this section.

XV. PROTECTION OF CONFIDENTIAL INFORMATION:

- A. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- B. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. The CSBE shall provide copies of such policies in writing to the CB. Such data-security program shall include, but not be limited to, the following:
  - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - 3. A process for reviewing policies and security measures on at least a biannual basis;
  - 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- C. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractors or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- D. CB's agreements with its subcontractors shall include provisions requiring each Contractor Party to maintain the security of all Confidential Information.
- E. Nothing in this Section shall supersede in any manner CB's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- F. The above section uses the terms "Confidential Information" and "Confidential Information Breach" as defined in Section I of this Agreement.

XVI. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT: In all respects and to the extent applicable to the services provided hereunder, CB shall comply with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (FERPA). For purposes of this Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this Agreement may be construed to allow CB to maintain, use, disclose or share student information received directly from the State or SDE in a manner not allowed by federal law or regulation or by this agreement. CB agrees that it shall not provide any student information obtained directly from the State or SDE under this Agreement to any party ineligible to receive data protected by FERPA. CSBE acknowledges that Participants may desire to continue and further develop direct relationships beyond the SAT<sup>®</sup> exam with the CB for purposes of the Participants' college and career searches. Participants must have an e-mail account to complete registration in order to receive Program services. This email will not be shared with CBSE or any external entity.

XVII. SUBCONTRACTORS: CB may enter into subcontracts for the purpose of completing the testing project, as provided herein, with the approved subcontracting entities listed in Exhibit B, hereto attached.

- A. The CSBE hereby designates such subcontractors as its "authorized representatives" pursuant to FERPA and C.F.R. Section 99.35 for the permitted access and use of confidential student information received directly from the State or SDE as set forth within this Agreement.
- B. For employees of CSBE-approved subcontractors who will have access to confidential student information in the custody of CB, CB shall:
  - 1. Provide the CSBE a summary of the categories of confidential student information that CB will be providing to each of its CSBE-approved subcontractors;
  - 2. Provide that each subcontractor restricts access to confidential student information to only those subcontractor employees with a legitimate reason for such access; and
  - 3. Require all such subcontractor employees be bound to confidentiality/nondisclosure policies of the subcontractor.
- C. In its agreements with the CSBE-approved subcontractors that will have custody of confidential student information, CB shall:
  - 1. Restrict access to confidential student information to only those subcontractor employees

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- with a legitimate reason for such access;
2. Require maintenance of data in a secure manner by applying appropriate technical, physical and administrative safeguards to protect such data;
  3. Require the subcontractors to return or destroy confidential student information upon completion of their contractual obligations as determined by CB;
  4. Provide appropriate methods for return or destruction of data and provide a time period for such return or destruction;
  5. Include information that CB's clients, including the CSBE, retain ownership rights of all student data received directly from the applicable State and provided pursuant to the agreement;
  6. Require subcontractors to attest that they have established FERPA compliant policies and procedures that will be used to protect confidential student information from further disclosure and unauthorized use to the extent relevant for the information received and services provided by such subcontractor;
  7. Maintain the right to audit policies, standards and use of confidential student information to ensure compliance;
  8. Require subcontractors to develop a plan for handling a data breach;
  9. Specify points of contact and data custodians, if applicable; and
  10. Inform the subcontractors of the fact that penalties may apply for unauthorized disclosures, including but not limited to a five (5) year ban from engaging in any contracts with the State of Connecticut.
- D. CB shall provide prior written notification to the CSBE of any change to the list of approved subcontractors, including but not limited to, a designation of a new subcontractor.
- E. CB shall, upon CSBE's request, provide secure access for a confidential review of any of its agreements with its subcontractors within ten (10) days of such request with express permission of said subcontractor(s).

XVIII. DISCLOSURE OF RECORDS: This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Connecticut Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

XIX. WHISTLEBLOWER: This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

XX. SUMMARY OF STATE ETHICS LAWS: Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

XXI. LEGAL FORCE AND EFFECT: This Agreement shall have no legal force and effect until it is approved as to form and signed by Office of the Attorney General of the State of Connecticut. The CSBE shall assume no liability for performance of services under the terms of this Agreement until CB is notified by CSBE that this Agreement has been approved.

XXII. SEVERABILITY: If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

XXIII. SOVERIGN IMMUNITY: The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

XXIV. AMENDMENTS: Revisions to this Agreement's objectives, services, or plan must be approved in writing by the CSBE. A formal amendment, in writing, shall not be effective until executed by both parties to the Agreement and approved by the Office of the Attorney General, and shall be required for extensions to the final date of the Agreement period, revisions to the maximum payment, and any other revision determined material by either party.

XXV. ENTIRE AGREEMENT: This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by CSBE. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Office of the Attorney General.

XVII. FORCE MAJEURE. No party will be responsible to the other, and such shall not be

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

grounds to terminate this Contract, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a “Force Majeure Event”); provided that the CB shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The CB’s obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

XVIII. EXHIBITS: All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

**EXHIBIT A  
SCOPE OF SERVICES**

**SAT School Day Program**

**1. PROGRAM**

**1.1. Enrollment and Program Participation.** SDE (alternately referred to herein as the “State”) will provide to the CB, in accordance with the timeframes defined in Attachment 1 to this Exhibit A, information concerning the numbers of Participating Cohort students enrolled in the schools which are participating in the Program (“Enrollment” or “Participant(s)”). Participants who register for the SAT<sup>®</sup> exam in accordance with the provisions of this Exhibit and Attachments are herein referred to as “Participants.”

**1.2. Related Implementation Services**

**1.2.1. Setting up SAT<sup>®</sup> Test Centers.** SDE will accurately complete a Test Center Intake Form, provided by the CB, to designate those locations participating in the Program. All locations designated by SDE and that meet all CB requirements will be established as SAT<sup>®</sup> Test Centers (“Test Centers”) for the Program. SDE will identify a Test Center Supervisor at each participating location who must complete a Test Center Master Form (“CMF”) in order to establish the location as a Test Center. SDE is responsible for ensuring compliance with CMF completion. CB reserves the right to cancel the administration of the Program at any Test Center if a completed CMF is not returned with complete and accurate information by the deadlines established in Attachment 1.

**1.2.2. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all Participants will have access to free, personalized and focused practice resources through the CB’s collaboration with Khan Academy. Practice materials for the SAT<sup>®</sup> exam are available at the Khan Academy website (<http://www.khanacademy.org/sat>). SDE will be responsible for distributing information about Khan Academy and encouraging usage. SDE acknowledges that use of the Khan Academy practice tool and materials is subject to the Khan Academy site terms and conditions. Additional SAT<sup>®</sup> Readiness products (e.g., publications) are not included as part of the Program.

**1.2.3. Providing Accommodations to Participants with Disabilities Section II C of the Agreement sets forth the process for providing accommodations to participants with disabilities.**

**1.2.4. Registering Participants for the Program.** To participate in the Program, the State must ensure that Participants register by the deadlines designated, and using the methods described in Attachment 1. The State will be responsible for working with schools to designate an appropriate registration coordinator (“Registration Coordinator”) to oversee Program registration. The CB will provide registration materials and instructions to the Registration Coordinator. SDE shall ensure that copies of the SAT<sup>®</sup> Registration Guide are distributed to all Participants (through the schools) at least four weeks in advance of the administration as outlined in Attachment 1. Participants who are absent from the designated test administration date are eligible for one makeup test as outlined in Attachment 1. The Test Center Supervisor is responsible for notifying CB customer service to transfer their registration to the designated makeup test date by the published registration deadline associated with such designated makeup test date. SAT<sup>®</sup> Subject Tests are not offered under this Agreement.

**1.2.5.** The section on fees reflects the SDE’s choice of the SAT without essay. SDE’s choice is effective for all Schools and Participants under this Agreement. Participants who want to take the SAT<sup>®</sup> with essay must pay for the essay portion themselves through arrangements with the School or District and upon approval from the SDE. Participants can choose to add the essay at the time of registration for the SAT<sup>®</sup>.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- 1.2.6. Training of Designated Personnel at the Participating Schools.** The CB will provide all necessary training and/or instructional materials to designated Test Center personnel who will act as Test Center Supervisors, Registration Coordinators, SSD Coordinators, Associate Test Center Supervisors, Proctors, and Hall Monitors (collectively “Designated Personnel”). The required training and/or instructional materials will be made available by the CB to the SDE and must be completed in accordance with the timeframes set forth in Attachment 1. Designated Test Center Supervisors are required to adhere to all of the CB’s procedures, policies, and protocols related to test administration as specified in the Test Center Supervisor training and instructional materials, and may be required to complete Test Center staff agreements. SDE is responsible for working with school districts to ensure compliance with all required Designated Personnel training. CB reserves the right to cancel the administration of the Program at any Test Center where any Designated Personnel fail to complete such training prior to the scheduled test administration.
- 1.2.7. Administering the SAT®.** The SAT® will be administered under standard CB test administration and security protocols as specified in the CMF and Test Center Supervisor training and instructional materials, unless otherwise stated in this Exhibit, and will result in scores that are reportable to colleges for admissions purposes. In accordance with CB policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. SDE is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy CB requirements as specified in the Test Center Supervisor training and instructional materials. The test will be administered by school district personnel, who will not receive additional remuneration by the CB. All Participants must test on either the designated test day or designated makeup test day. This Agreement does not guarantee that all participants designated by SDE for the Program will actually test. It is the responsibility of the SDE to encourage school districts to ensure Participants complete the Program. Participants testing under this Agreement will follow the guidelines in the SAT® Participant Guide.
- 1.2.8. Delivering SAT® Data and Reports.** The CB will furnish certain data and reports (“CB Data”) to SDE through the data portal as part of the Program. Attachment 2 to Exhibit A, *Data Agreement and College Board Deliverables*, defines and governs the use of such data.
- 1.2.9. Communications.** The CB will create and send a series of customized communications to support the Program, as approved by the SDE. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Participants, parents, districts and schools about the general purpose and goals of the SAT® School Day initiative as well as key “what to expect” information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the CB to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.
- 2. SAT® SCHOOL DAY PROGRAM INTELLECTUAL PROPERTY**
- 2.1. SAT® Intellectual Property.** CBSE agrees and acknowledges that the SAT® exam, SAT® with Essay exam, examination materials, scores and all items (questions) contained therein, are the exclusive property of the CB, including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the CB is passing its proprietary

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

rights in and to the SAT<sup>®</sup> exam, and/or SAT<sup>®</sup> with Essay exam, to CBSE or that its normal security procedures will be altered in any way. SAT<sup>®</sup> is a registered trademark of the CB.

- 2.2. SAT<sup>®</sup> Data for State Accountability.** The CBSE and the CB agree and acknowledge that the data the CB collects from the SAT<sup>®</sup> exam for the purposes of CBSE's state accountability program will be provided to CSDE by the CB and used by CBSE to assess compliance with its assessment requirements.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

**Attachment 1 to Exhibit A  
Work Plan**

**1. PROGRAM TEST DATES AND PARTICIPATING COHORT.**

**1.1** Participating Cohort, Primary and Makeup Test Dates are as noted below.

Participating Cohort:	Juniors
Primary Test Date:	March 2, 2016
Make Up Test Dates:	April 27, 2016 (School day administration)

**2. REGISTRATION.**

**2.1** Participants who do not have a record in the CB system will register using a paper registration form, as provided in Section IV of the Agreement. All participants must be registered by the Registration End Date, as mutually agreed upon by the parties.

**2.2** The CB will provide registration materials for paper registration. These materials will include paper registration forms for Participants and instructions for both the Participants and the Registration Coordinator. CB shall obtain SDE approval prior to distribution, which shall not be unreasonably withheld.

**2.3** SDE acknowledges that Participants may desire to continue and further develop direct relationships beyond the SAT® exam with the CB for purposes of the Participants’ college and career searches. Participants, with parental consent if applicable, may request such services outside of the Connecticut SAT registration process.

**3. State Obligations**

**3.1** The following milestones and their associated completion dates (“Deadlines”) are critical to the success of the Program. SDE acknowledges their role in ensuring that the Deadlines are met, and further acknowledges that failure to meet any particular Deadline may result in an incomplete delivery of the Program or suspension or cancellation of the Program. SDE and CB agree and commit to providing clear and complete notice to one another in the event that any particular Deadline is jeopardized during the course of the Program.

Key Milestone	Deadline for 03/02/2016 Admin	Obligations of the Parties In Preparation for the SAT® School Day Administration
<b>Complete Test Center Intake Form</b>	Immediately upon execution of the contract	SDE is responsible for compiling accurate contact information for all proposed test center locations, including designated Test Center Supervisor, and confirming Enrollment on the Test Center Intake Form provided by the CB. Test Center Intake Forms must be complete before Test Center Master Forms are distributed to the test center locations.
<b>Establish Test Centers</b>	Immediately upon execution of the contract	The designated Test Center Supervisor at each participating school will complete a Test Center Master Form provided by the CB and return it in accordance with the instructions on the form. This form is required to recognize the school as a Test Center for the Program and enable shipment of test materials to the Test Center. Compliance is required for all participating schools, even those who are currently registered as test centers for national SAT® administrations.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

<b>Key Milestone</b>	<b>Deadline for 03/02/2016 Admin</b>	<b>Obligations of the Parties In Preparation for the SAT® School Day Administration</b>
<b>Student List to CB for matching</b>	Immediately upon execution of the contract	SDE will provide the CB with a list of eleventh grade students solely for use in matching students against CB Systems to support hybrid-registration for SDE.
<b>Application deadline for Participants seeking to test with accommodations</b>	01/13/16	SDE will advise the schools and Districts of this Deadline and direct them to timely file applications by all Participants requesting CB approved accommodations in accordance with the terms outlined in Exhibit A. In addition, CB will ensure timely approvals and or feedback those Participants requesting accommodations.
<b>SAT® Registration Guide distribution to Participants</b>	02/03/16	CB will send this material to schools and districts, as applicable, and direct that Test Centers shall ensure that copies of the SAT® Registration Guide are distributed to all Participants.
<b>Paper Registration Start Date (for “non-matched students)</b>	TBD	SDE will advise the schools and districts of this Deadline and direct them to fulfill all registration procedures in accordance with the terms outlined in Exhibit A and this Attachment.
<b>Paper Registration end date</b>	TBD	SDE will advise the schools and Districts of this Deadline and direct them to fulfill all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
<b>Complete training for all Test Center Staff</b>	02/17/16	SDE will advise the schools and Districts of this information and direct them to comply with all Test Center Supervisor Training requirements in accordance with the terms outlined in Schedule 1.
<b>SAT® School Day Test Administration</b>	03/02/16	SDE and CB will direct that schools and Districts ensure all personnel; facilities and logistics are in place for a successful test administration in accordance with the terms outlined in Exhibit A.
<b>SAT® School Day make-up administration</b>	04/27/16	SDE will ensure all personnel facilities and logistics are in place for a successful test administration in accordance with the terms outlined in Exhibit A.
<b>SAT® School Day Test Score reports available to schools, district, and state</b>	05/18/16	Participant scores from the SAT® School Day test will be available to schools, districts, and state through the secure Online Score Reporting portal. CB will provide SDE with directions to use the score reporting portal in advance of this date.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

<b>Key Milestone</b>	<b>Deadline for 03/02/2016 Admin</b>	<b>Obligations of the Parties In Preparation for the SAT® School Day Administration</b>
<b>SAT® School Day Test List of Undeliverable Participant Scores (Participants with cancelled test scores or for whom scores are being validated)</b>	5/20/16	List of Participants with cancelled scores or score holds will be delivered electronically (via secure method) to SDE’s Program Coordinators, as designated by SDE in writing prior to the SAT® School Day Test Administration.
<b>SAT® School Day Make-up administration Test Score reports available to schools, district, and state</b>	6/20/16	Participant scores from the SAT® School Day make-up test will be available to schools, districts, and state through the Online Score Reporting portal. CB will provide SDE with directions to use the score reporting portal in advance of this date.
<b>SAT® School Day make-up administration Test List of Undeliverable Participant Scores (Participant with cancelled test scores or for whom scores are being validated)</b>	6/24/16	List of participants with cancelled scores or score holds will be delivered electronically (via secure method) to Participant’s Program Coordinators, as designated by State in writing prior to the SAT® School Day Test Administration.  CB will delete SDE Registration Data provided.

**4. SAT® SCHOOL DAY CUSTOMER SERVICE FOR EDUCATORS.**

**4.1** The CB will provide SDE with a customer service representative with a phone number and email address for State-specific support. Specifically the CB will provide:

- 4.1.1** Step-by-step assistance with CB online tools (e.g. SAT® Online Registration, SSD System, TCS Site, etc.);
- 4.1.2** Assistance with completing required forms (e.g. Intake, CMF, AI Request Form, etc);
- 4.1.3** Assistance with obtaining additional materials (e.g. Voucher Codes, Publications); and
- 4.1.4** Feedback mechanism for Test Center Supervisors.

**4.2** Dates and Times of Service will be available from January 4, 2016 through April 27, 2016, Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT® Program can also be accessed online at the following web address:  
<http://sat.collegeboard.org/contact>.

**4.3** In the event that the dedicated customer service representative is out of the office, CB will provide a back-up dedicated customer service representative.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- 5. REQUIRED INFORMATION.** The SDE shall furnish the CB with a list of districts and participating high schools with their respective High School Code as prescribed in Section 6, (List of Participating Districts and Schools); such list is incorporated by reference herein. SDE may not make changes to the list of participating high schools after the following dates: **March 2, 2016 Administration - November 18, 2015.**
- 6. LIST OF PARTICIPATING SCHOOLS.** The SDE shall provide the CB with the list of Participating Schools, including the information above, under separate cover, which shall be incorporated into this Contract.
- 7. FEE CALCULATION FOR SERVICE AND DELIVERABLES.** For each Participant tested in the participating grade(s), SDE shall pay the CB \$34.40 without essay, which represents a 15+% reduction in the per Participant cost for the 2015-2016 SAT<sup>®</sup> School Day Administration. SDE acknowledges and agrees that Participating Schools are directly responsible for the fees of Participants whose SAT<sup>®</sup> answer sheets indicate that they are not in a participating cohort.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

**Attachment 2 to Exhibit A  
Data Agreement & CB Deliverables**

**1. THE CB DATA.**

**1.1.** The CB shall provide the following data, listed in 1.1.1-1.1.4 (“CB Data”) and reports to SDE:

**1.1.1.** Aggregate SAT<sup>®</sup> content-level information based on SAT<sup>®</sup> Test Form Data including item type, difficulty level and content code.

**1.1.2.** Participant and Item Level data for the SAT<sup>®</sup> test administered as a part of the agreement for the primary test date and any make ups administered as a part of this program. Participant and Item Level data will include Participant personal identifying information to ensure verification of Participant’s tested. The data will also include binary Participant responses (right, wrong, omits), to all items completed by Participants, excluding the unscored section used for research/pre-testing purposes, to assist with learning and instructional support. This data will be provided to Participants and families in an individual Participant report.

**1.1.3.** SAT<sup>®</sup> Performance Data and Reports for SAT<sup>®</sup> test administered as a part of the agreement for the primary test date only as a part of this program. SAT<sup>®</sup> Performance Report is an aggregated performance report at a State, District, and school, when appropriate, and will include percentage of items answered correctly by each skill group, mean scores by section and Participant score distribution. Schools with fewer than ten Participants will not receive SAT<sup>®</sup> Performance Report.

**1.1.4.** For certain testing dates, CB may provide Districts with SAT<sup>®</sup> Test Question and Answer Explanation which will detail for each question the skill tested and explanation for each answer choice, which may solely be used for classroom teaching and internal reporting purposes. The Questions and Answers Explanations document includes CB copyrighted content and may also include third party copyrighted content, and may not be uploaded or posted to any website, cached, reproduced, modified, displayed, edited, altered or enhanced in any manner.

**1.2.** CB Data sent to SDE shall be used only to enable SDE to incorporate CB Data into its accountability system in compliance with state and federal law and to analyze the aggregated data to improve services to help all Participant become college- and career-ready.

**1.3. License Grant and Use.**

**1.3.1.** SDE shall not use the CB Data for any other purpose except as granted in this Data Agreement, nor shall they publish, for any purpose other than that granted herein, any CB Data or any derivative works containing CB Data without prior written consent of the CB.

**1.3.2.** SDE acknowledges the sensitive and confidential nature of the CB Data and it agrees that access to CB Data will be given only to those employees who are bound by applicable State regulations regarding Participant data and privacy.

**1.3.3.** The CB retains all right, title and interest in and to the CB Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).

**1.4.** The SDE shall not reveal or release the CB Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the CB, except in accordance with SDE’s statutory requirements for Participant data and assessments.

**2. State Data Provided to the CB.**

**2.1.** SDE may provide the following data (“State Data”) to the CB, if the CB requests such data and it is readily available from SDE:

**2.1.1.** Aggregated Participant-level course-taking information; and

**2.1.2.** Aggregated Participant-level grade/performance information.

THE CONNECTICUT STATE BOARD OF EDUCATION  
AND  
THE COLLEGE BOARD

- 2.2.** If provided, the CB shall only use State Data for the following purposes:
  - 2.2.1.** To demonstrate to SDE the impact of Participant preparation on SAT<sup>®</sup> scores and overall college readiness; and
  - 2.2.2.** To assist the CB in building new State reporting services for future initiatives; such as the development and validation of a scale that measures the difficulty and rigor of Participants' high school curriculum.
- 2.3.** The CB shall not use State Data for any other purpose except as granted above, nor shall they publish, for any purpose other than granted herein, any State Data or any derivative works containing State Data without prior written consent of SDE.
- 2.4.** The CB acknowledges the sensitive and confidential nature of SDE Data and it agrees that access to SDE Data will be given only to those employees, who agree to be bound by these terms.