

COLLEGE READINESS SYSTEMTM PRODUCTS AGREEMENT

COLLEGE BOARD CONTRACT #: 2014S-K12-22458

THIS AGREEMENT, including all appendices, exhibits and schedules attached hereto (the "<u>Agreement</u>"), is made as of this <u>14th</u> day of <u>March</u>, <u>2013</u> ("Effective Date"), by and between Black Horse Pike Regional School District ("Client") and the College Board (the "<u>College Board</u>").

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

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

1.0 Services & Deliverables. The College Board shall furnish Client with the following selected services and/or deliverables ("<u>Deliverables</u>") in accordance with the applicable Schedule attached hereto and incorporated herein by this reference:

PSAT/NMSQT^{®1} Exam

The parties agree that purchases after the commencement date of this Agreement shall be added by a Schedule signed by both parties covering such exams, products, and/or services.

2.0 Term & Termination.

- **2.1 Term.** This Agreement shall be for a term beginning as of <u>April 1, 2013</u> and, unless sooner terminated as provided herein, will expire on <u>June 30, 2014</u> ("<u>Initial Term</u>"). Client may renew this Agreement in twelve (12) month increments ("<u>Renewal Term</u>"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "<u>Term</u>."
- 2.2 **Termination.** If either party breaches of any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties, Ownership or Confidentiality provisions, then the College Board shall have the right to terminate this Agreement immediately.
- **2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable deliverables and purge any and all software, content and materials from

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



Client's computer systems, storage media and files and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

- **2.2.2 Partial Payment Upon Termination.** Client will compensate the College Board 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 College Board.
- **2.2.3 Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).
- **3.0 Fees and Payment**. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2013-2014 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.
- **4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

- **5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.
- **5.2 College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.
- College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY **IMPLIED** WARRANTY MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE PARTY RIGHTS. DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.



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

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- **7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.
- **8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

- **9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.
- **9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in <u>Section 9.1</u> (Cooperation), 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 College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board'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.

- 9.3 Governing Law. This Agreement is governed by the laws of the State of New Jersey, U.S.A. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.
- **9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the seventh (7th) day following such mailing or by national courier service on the third (3rd) business day following such mailing, or if sent by facsimile on the day faxed, or if not a business day, the next succeeding business day, provided that, the facsimile is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board: With a copy to: To Client: K12 Contract Management Legal Department Brian Repici Director of Curriculum and Instruction The College Board The College Board 45 Columbus Avenue 45 Columbus Avenue Black Horse Pike Regional School District New York, NY 10023 New York, NY 10023 580 Erial Road Tel: (212) 713-8000 Tel: (212) 713-8323 Blackwood, NJ 08012 Fax: (212) 937-3805 Fax: (212) 713-8036 Tel: (856) 227-4106 ext. 8019 Fax: (856) 227-6835

- **9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services and deliverables provided for under this Agreement.
- **9.6 Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board's, its employees and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.
- **9.7 Third-Party Rights**. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.



- **9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and <u>Section 9</u> (Miscellaneous) herein.
- **9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law
- **9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
- 9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any License or Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Licenses or Deliverables if Client fails to issue the Client Purchase Order for such License or Deliverable, as applicable, prior to the scheduled delivery date for such License or Deliverable.
- **9.12 Entire Agreement.** This Agreement with all attached Schedules (and any attachments to those Schedules) sets forth the entire Agreement between the College Board and Client, supersedes any and all other agreements and understandings (oral or written) between the College Board and Client concerning the subject matter of this Agreement, including without limitation any Client Purchase Order.
- **9.13 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.
- **9.14 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. A signature delivered by facsimile shall be considered binding for both parties.



BLACK HORSE PIKE REGIONAL School District	THE COLLEGE BOARD
Signature	Signature
Jean Grubb	Stacy Caldwell
Name	Name
Business Administrator	Vice President
Title	Title
Date	Date



PSAT/NMSQT EARLY PARTICIPATION PROGRAM FIXED FEE SCHEDULE

I. SCOPE OF WORK

The College Board's Early Participation Program ("Early Participation Program") is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing districts with access to additional savings and associated deliverables when districts pay to engage at least one entire grade of sophomore students in taking the PSAT/NMSQT. Shifting this financial obligation from the student to the district provides greater access for pre-junior students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports ("<u>Services and Deliverables</u>") to the schools designated by the Client in the <u>Section III</u> (List of Participating Schools) ("<u>Participating Schools</u>").

A. Description of Services and Deliverables.

1. Standard PSAT/NMSQT Program Deliverables

- 1.1 PSAT/NMSQT test materials (student guides and test booklets)
- 1.2 PSAT/NMSOT Score Report Plus (two copies per student)
- 1.3 2013 Official Educator Guide to the PSAT/NMSQT (one per school)
- 1.4 School-level Summary Reports (one per school)
- 1.5 ScoreWrite: A Guide to Preparing for the SAT Essay (online access)
- 1.6 School-level Summary of Answers and Skills (SOAS) Reports
- 1.7 School-level AP PotentialTM access
- 1.8 My College QuickStartTM access, including MyRoadTM, for students who take the PSAT/NMSQT

2. Early Participation Program Deliverables

- 2.1 Unused test fees waived for all Participating Schools
- 2.2 District-level AP Potential access for multi-high school districts
- 2.3 District-level Summary of Answers and Skills (SOAS) Report for multi-high school districts
- 2.4 District-level Student Data Disk ²
- 2.5 District-level System Summary Report

²The District has chosen to receive its student data disk in Microsoft Excel-friendly .CSV format. The data will be provided on CD-ROM. It is the responsibility of the District to share this data with Participating Schools.



The Participating Schools represent 3 high schools, with 9th, 10th and 11th grades participating ("Participating Grades") and 3,020 students. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client encouraging the participation of all students within the Client's high schools. To facilitate successful implementation of the Early Participation Program, the Client will require 100% of their high schools³ to participate under this Schedule.

B. The Client shall pay the College Board the following fees in accordance with Section IV (Fee Calculation for Services and Deliverables). The Client acknowledges and agrees that Participating Schools are directly responsible for fees for students whose PSAT/NMSOT answer sheets indicate that they are not in a Participating Grade. The total fee for this Schedule is \$31,710.00.

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

II. PSAT/NMSQT TERMS AND CONDITIONS

- Ownership of Intellectual Property. The College Board is the exclusive owner of all rights in A. and to the PSAT/NMSOT examination, all individual test items (questions) and all data collected there from, including but not limited to all individually identifiable information collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, My College QuickStart, and the publications and reports described in Section I (Scope of Work), including all copyrights, trademarks⁴, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively "College Board Intellectual Property"). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.
- В. Student Reports. The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes district-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.
- C. Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however,

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

⁴ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

D. **Required Information**. The Client shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in <u>Section III</u> (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in <u>Section IV</u> (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in <u>Section V</u> (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in <u>Section IV</u> (Fee Calculation For Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 14, 2013**. Schools without a valid high school code must submit a high school request form by **September 3, 2013**.

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

III. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	HIGH SCHOOL CODE
Timber Creek Regional High School, Erial	310363
Highland Regional High School, Blackwood	310101
Triton Regional High School, Runnemede	311337

IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades. The total fee will be 75% of the cost of all students enrolled in the Participating Grades. This will be a fixed fee, regardless of how many students actually take the PSAT/NMSQT examination. The enrollment and Total Cost of Schedule are estimates; the Client has an opportunity to adjust and review the enrollment in the fall to determine their final cost.



Participating Grades	Enrollment
8th	
9th	1,023
10th	1,031
11th	966
Total Enrollment	3020
Total Cost of Agreement	\$31,710.00

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (increase or decrease), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 45 Columbus Avenue, New York, NY 10023 no later than **November 9, 2013**.

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

In the event that actual participation falls below the Client's enrollment figures indicated in this Schedule, and the Client's per student cost exceeds \$16.00⁵, the portion of the fixed fee that is greater than the amount derived by multiplying the actual number of test takers by \$16.00 will be applied as a credit to the Client's 2013 Early Participation Program Schedule. However, if the Client has received a credit for at least two preceding years or is eligible to receive a credit that is ½ or more of the total fees of this Schedule, then the College Board will invoice the Client \$16.00 per tested student in Participating Grades and not issue a credit, and the Client will not be eligible to receive credits in the future. The Client acknowledges and agrees that the College Board is not obligated to apply and the Client is not entitled to receive a credit if the Client does not implement a 2013 Early Participation Program Schedule.

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 $^{^{5}\,}$ \$16.00 equals the test fee plus report and contract management costs.



V. **CLIENT CONTACT INFORMATION**

	Primary ⁶	Data Recipient ⁷	Billing ⁸
Name:	Brian Repici	Brian Repici	Brian Repici
Title:	Director of Curriculum and Instruction	Director of Curriculum and Instruction	Director of Curriculum and Instruction
Address:	580 Erial Road	580 Erial Road	580 Erial Road
City/State/ Zip:	Blackwood, NJ 08012	Blackwood, NJ 08012	Blackwood, NJ 08012
Phone:	(856) 227-4106 ext. 8019	(856) 227-4106 ext. 8019	(856) 227-4106 ext. 8019
Fax:	(856) 227-6835	(856) 227-6835	(856) 227-6835
Email:	brepici@bhprsd.org	brepici@bhprsd.org	brepici@bhprsd.org

 $^{^{\}rm 6}$ The person to whom the College Board should direct primary communications.

 $^{^{7}}$ The person to whom the College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

8 The person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.