



THIS AGREEMENT, including all appendices, exhibits and schedules attached hereto, (the "Agreement"), is made as of this 19th day of June, 2007, by and between Guilford County School District ("Client") and the College Board (the "College Board")

WHEREAS, the College Board shall furnish, and Client shall receive, the SpringBoard™ Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, which includes a website license and professional development services that integrate rigorous standards, professional development, instructional resources, and diagnostic assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"); and

WHEREAS, the College Board shall make available, and Client may order, products related to the SpringBoard Program.

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. **Term.** This Agreement shall be for a term beginning as of July 1, 2007 and, unless sooner terminated as provided in this Agreement, will expire on July 1, 2008 ("Initial Term"). Thereafter, Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement, unless this Agreement is sooner terminated as provided in Section 12 (Termination). During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal and shall take into account the number of schools and/or students that Client expects to participate during the Renewal Term. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term".

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

2.1 **Site License.** The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to use the SpringBoard website (the "SpringBoard Site") and to allow each of the schools listed in Attachment I, annexed hereto and made a part hereof (the "Schools"), to use the SpringBoard Site. Access to the SpringBoard Site is for the sole purpose of improving teaching and learning

of students in the grades designated by Client in Attachment I in mathematics and/or English language arts within the Schools. The foregoing license grant is subject to and conditioned upon Client's acceptance and compliance with: 1) the terms and conditions of this Agreement; 2) the terms and conditions governing use of and access to the SpringBoard Site for teachers and for students located at www.springboard.collegeboard.com (collectively, "Site Terms and Conditions"); and 3) the privacy policy for the SpringBoard Site located at www.springboard.collegeboard.com ("Privacy Policy").

2.2 SpringBoard Materials. The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use all content available on the SpringBoard Site (the "Materials") for the sole purpose of use within the classroom of a teacher participating in the SpringBoard Program at a School or for non-commercial, non-distributable in accordance with the Site Terms and Conditions. Under this license grant, Client is permitted to make derivative works of the Materials only for the uses prescribed in this Section 2 (License Grant).

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the Materials in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the Materials or in the derivative works thereof due to Client's use of the Materials or such derivative works in connection with the SpringBoard courses or Client's participation in enhancements or modifications thereof, or on any other basis.

2.3 Reserved Rights of College Board. The College Board retains all rights not expressly granted under this Agreement. In no way shall this Section 2 (License Grant) be construed to grant Client any rights other than those expressly granted herein. Client acknowledges and agrees that the College Board owns all right, title and interest in and to the SpringBoard Site, Materials, and the Products (defined below) including without limitation all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof.

2.4 Third Party Content. Client acknowledges that the College Board: (a) obtains permission to use certain content from persons, other than the parties to this Agreement, whose text, information, data, images (still and moving), sound recordings, and/or software ("Third Party Content") is included in the Materials; and (b) may, at the sole discretion of the College Board, eliminate such content from the Materials at any time. Third Party Content is owned by the respective authors of such content, and Client shall not obtain any rights in such content except as provided in this Agreement.

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

3. Services. The College Board will make available those certain professional development workshops for teachers participating in the SpringBoard Program, textbook correlation services and student data upload services (collectively the

“Services”) selected in Attachment II and described pursuant to the SpringBoard Program Implementation Policy located at:

<http://www.collegeboard.com/springboard/subscriber.html>

3.1 Data Extraction. Upon request, and subject to an agreed upon additional fee, the College Board will provide Client with the data relating to Client’s students used to generate the diagnostic assessment reports available through the SpringBoard Program. Client shall treat such data in the same manner that it treats other education records.

4. Products. During the Term, the College Board shall furnish professional development materials for the Schools, administrators, and teachers as part of the Institutes and make available certain products related to the SpringBoard Program, which include student books, scanners and bubble sheets pursuant to the terms and conditions set forth in Attachment III Scope of Products, annexed hereto and made a part hereof, (collectively, the “Products”), provided that the College Board’s furnishing of such Products is conditioned upon Client’s fulfillment of its responsibilities as set forth under this Agreement.

5. College Board Obligations.

5.1 Participating Schools. The College Board shall furnish Products, Licenses and Services under this Agreement in accordance with the SpringBoard Program Implementation Policy solely to the teachers, students and administrators of the schools listed in Attachment I.

6. Client Obligations.

6.1 The College Board’s obligation to furnish Client with the Licenses, Services, and Products is contingent upon Client’s performance of the obligations set forth in the SpringBoard Program Implementation Policy located at:

<http://www.collegeboard.com/springboard/subscriber.html>

6.1.2 Client shall register participating students in the Schools for the SpringBoard Program directly on the Springboard Site (“Registration Information”). Unless the College Board otherwise directs, the Registration Information shall include each student’s username, password, first and last name, grade and birth date.

6.1.3 Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 (“FERPA”) in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

7. Payment.

7.1. Fee and Payment. The fee for Licenses, Products (excluding student books and scanners) and Services for the Schools shall be **\$168,863.00** for the 2007-2008 implementation year. The fees for Licenses, Products, and Services shall be collectively referred to as “Fees”. Client shall pay the fee for Licenses, Products (excluding student books and scanners) and Services within thirty (30) days after the first day of the initial Institute or Client’s receipt of an invoice, which ever occurs sooner. Client shall pay the fee for student books and scanners within thirty (30) days after Client’s receipt of an invoice. The Fee for any Renewal Term shall be based on the College Board’s then-current fees and policies at the time of renewal and shall be due within thirty (30) days of the first day of each subsequent Summer Institute. Client shall remit payment to College Entrance Examination Board, General Post Office, P.O. Box 27392, New York, NY 10087-7392.

7.2 Costs Excluded from Fee. The Fee does not cover the following costs associated with the Institutes: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging. Client shall be responsible for and pay directly the costs not covered by the Fee.

7.3 Rescheduling Costs. In addition to the Fee, for each Institute rescheduled less than thirty (30) days prior to the first day of an Institute, Client shall pay the College Board for its reasonable actual costs incurred to reschedule the Institute, including consultant fees, materials costs, and other expenses incurred prior to the College Board’s receipt of Client’s request to reschedule the Institute.

8. Representations and Warranties.

8.1 Client Representations and Warranties. Client represents and warrants to the College Board that:

8.1.1 Client is empowered under applicable State laws to enter into and perform this Agreement.

8.1.2 The execution and delivery of this Agreement by Client and the performance by Client of its obligations under this Agreement have been duly and validly authorized.

8.1.3 Client has designated as “directory information” for purposes of FERPA, a student’s name, date of birth, grade level, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

8.1.4 To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are “school officials” whom Client has determined to have “legitimate educational interests”, and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

8.1.5 Client has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Client’s computer use and other relevant policies.

8.1.6 Client has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Client's FERPA and other relevant policies.

8.2 **College Board Representations and Warranties.** The College Board represents and warrants to Client that:

8.2.1 The College Board is a corporation duly organized and existing, and in good standing under the laws of the State of New York.

8.2.2 The College Board is exempt from federal income taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

8.2.3 The College Board is empowered under applicable laws and by its Certificate of Incorporation and By-Laws to enter into and perform this Agreement.

8.2.4 The College Board shall perform its obligations under this Agreement in a professional, workmanlike manner and in compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations.

9. Disclaimer of Implied Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 (REPRESENTATIONS AND WARRANTIES), COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER GUARANTEES OR WARRANTIES WITH RESPECT TO ANY LICENSE, CONTENT, MATERIALS, PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE LICENSES OR PRODUCTS TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED.

10. Indemnification.

10.1 By Client. Client agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when performing its obligations under this Agreement and agrees to be liable for any damages resulting from said negligence. To the extent permitted by law, Client shall indemnify, defend and hold harmless the College Board and its respective officers, trustees, employees, permitted successors and assigns, agents, affiliates and subsidiaries against and from all losses, expenses, damages and costs (including reasonable attorneys' fees) arising from any third party claim that may at any time be incurred by any of them by reason of: (a) Client's breach of its obligations under this Agreement; (b) any breach of Client's representations and warranties or covenants contained in this Agreement; (c) the willful misconduct or intentionally tortious conduct of Client or any of its employees in connection with the performance of obligations under this Agreement; (d) any allegation, claim or suit threatened, made or brought against any of them related to any matter covered by said representations and warranties or covenants; or (e) Client's misuse of the Products and/or Materials.

10.2 By the College Board. The College Board agrees to indemnify, hold harmless and defend Client, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which Client, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the negligence of the College Board or the negligence of the College Board's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Client's property, and injury or death of any person whether employed by the College Board, Client or otherwise.

11. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, 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 FROM ANY CAUSE OR CAUSES, INCLUDING, 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, OR SUBCONTRACTORS OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY THE COLLEGE BOARD UNDER THIS AGREEMENT AS OF THE DATE OF SUCH CLAIM, LOSS, COST OR DAMAGE OCCURRED.

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.

12. Termination.

12.1 Client Termination. Client shall have the right to terminate this Agreement: (a) if the College Board fails to cure any material breach of any provision of this Agreement within thirty (30) days after written notice thereof is given to the College Board in accordance with Section 20 (Notices) setting forth the pertinent facts alleging such breach; or (b) for material breaches that cannot be cured within thirty (30) days, if the College Board fails to commence the process of curing within fifteen (15) days after written notice and to complete such cure within sixty (60) days after written notice unless such time limit is waived by Client.

12.2 College Board Termination. The College Board shall have the right to terminate this Agreement:

12.2.1 Immediately, upon the later date of Client's failure to pay for Services within sixty (60) days after the date on which payment is due in accordance with Section 7 (Payment) or within ninety (90) days after the first day of the Summer Institute;

12.2.2 Immediately, if Client has breached any of its representations and warranties under Section 8.1 (Client Representations and Warranties);

12.2.3 Immediately, if Client violates the obligations prescribed in Section 15 (Confidentiality) or Section 2 (License Grant); and

12.2.4 In addition to the foregoing: (a) if Client fails to cure any material breach of any provision of this Agreement within thirty (30) days after written notice thereof is given to Client in accordance with Section 20 (Notices) setting forth the pertinent facts alleging such breach; or (b) for material breaches that cannot be cured within thirty (30) days, if Client fails to commence the process of curing within fifteen (15) days after written notice and to complete such cure within sixty (60) days after written notice unless such time limit is waived by the College Board.

12.3 Rights After Termination. If this Agreement, any Services, License, or Product request hereunder is terminated for any reason, all rights granted to Client hereunder with respect to the Licenses, Services and Products shall cease, and Client shall immediately notify all teachers and students participating in the SpringBoard Program that they may no longer use the SpringBoard Site. Upon termination of this Agreement, College Board shall terminate Client's access to the SpringBoard Site, and any and all other systems to which Client has access under this Agreement

Upon termination, Client shall promptly pay to the College Board all Fees and other amounts due and owing under this Agreement for the Services performed, Products furnished and Licenses granted through the effective date of termination in accordance with invoices issued or to be

issued by the College Board therefore. Such expenses include, but are not limited to, the costs associated with the College Board's initial deployment of resources in preparation for providing the Services under this Agreement. If this Agreement is terminated during the Initial Term or any Renewal Term, Client shall not be entitled to a refund of any Fee paid with respect to such Initial Term or Renewal Term.

13. Independent Contractor. Client and the College Board recognize and agree that the College Board is an independent contractor, and that neither the College Board nor any of the College Board's employees or agents is an employee of Client. The parties understand and agree that Client is not liable for Social Security contributions pursuant to 42 U.S. Code, Section 418, relative to the compensation to the College Board for Services performed as an independent contractor under this Agreement.

14. Responsibility for Payment of Taxes. Client will be responsible for any sales, use, federal excise, value added or any similar tax imposed by any governmental authority with respect to the Products, Services and Licenses, except where Client provides the College Board with a valid exemption certificate or other satisfactory documentation of tax-exemption. Client assumes no responsibility for: (i) any taxes imposed on or with respect to the College Board's net or gross income, capital or franchise taxes; or (ii) employee withholding taxes, FICA, Medicare taxes, unemployment insurance or other taxes with respect to payment of any compensation, wages, benefits, or taxes by, or on behalf of the College Board, its employees and/or others by reason of this Agreement. Each party will provide and make available to the other any tax exemption certificates or other tax-related information reasonably requested by the other party.

15. Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, 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, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed).

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Client of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

16. Governing Law. The execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the state of North Carolina (excluding the choice of law rules thereof).

17. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of any other provision of this Agreement or as a waiver of subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.

18. Cooperation. Client shall be responsible for performing its obligations under this Agreement, which include without limitation those set forth in the Section 6 (Client Obligations). In addition, Client shall cooperate fully with the College Board and its agents and provide all assistance as reasonably necessary for the College Board to provide the Licenses and Products and perform the Services, including, but not limited to, providing prompt access to Client's personnel, equipment, software, systems, documentation and other information and resources reasonably required by the College Board.

19. Force Majeure. Neither party shall be responsible for damages, delays or failure of performance resulting from the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Agreement was made, including, but not necessarily limited to, Client's failure to comply with Section 18 (Cooperation), acts of God, power failures, earthquakes, acts of war and epidemics, act of enemies, acts of terrorism, embargoes, expropriation or labor strike, any unanticipated federal, state or municipal governmental regulation or order, or other such disasters beyond the control of the affected party.

20. 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 telecopier on the day telecopied, or if not a business day, the next succeeding business day, *provided that*, the telecopy 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:
SpringBoard School Success Team
45 Columbus Avenue
New York, NY 10023
Tel: (212) 713-8000
Fax: (212) 713-7730

With a copy to:

Office of Legal Counsel
College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 713-8000
Fax: (212) 713-8036

To Client:
Guilford County Schools
712 North Eugene Street
Greensboro, NC 27401

- 21. No 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.
- 22. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 23. Amendments.** This Agreement may be amended only by written agreement of the parties.
- 24. Entire Agreement.** This Agreement supersedes all prior oral and written proposals and communications between the College Board and Client related to the Services, Products, or Licenses, and Amendments validly executed by the College Board and Client are herein incorporated by reference to this Agreement. This Agreement may not be modified unless in writing and signed by both parties hereto.
- 25. Survival.** The following provisions shall survive the expiration or termination for any reason of this Agreement: Sections 7, 9, 10, 11, 12, 13, 14, 15, 16 and 24.
- 26. 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.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day first written above.

Guilford County Schools

Witness

By: _____

Name: _____

Title: _____

THE COLLEGE BOARD

Witness

By: _____

Name: _____

Title: _____

ATTACHMENT I
SCHOOL INFORMATION

A. RENEWING SCHOOLS:

School Name: Allen Middle School
Address1: 1108 Glendale Drive
Address2:
City: Greensboro
State: NC
Zip Code: 27406

School Name: Aycock Middle School
Address1: 811 Cypress Street
Address2:
City: Greensboro
State: NC
Zip Code: 27405

School Name: Brown-Summit Middle School
Address1: 47-20 NC Highway 150 East
Address2:
City: Brown Summit
State: NC
Zip Code: 27214

School Name: Eastern Middle School
Address1: 475 Peeden Drive
Address2:
City: Gibsonville
State: NC
Zip Code: 27249

School Name: Ferndale Middle School
Address1: 701 Ferndale Boulevard
Address2:
City: Highpoint
State: NC
Zip Code: 27262

School Name: Guilford Middle School
Address1: 401 College Road
Address2:
City: Greensboro
State: NC
Zip Code: 27410

School Name: Hairston Middle School
Address1: 3911 Naco Road
Address2:
City: Greensboro
State: NC
Zip Code: 27401

School Name: Jackson Middle School
Address1: 2200 Ontario Street
Address2:
City: Greensboro
State: NC
Zip Code: 27403

School Name: Jamestown Middle School
Address1: 4401 Vickrey Chapel Road
Address2:
City: Jamestown
State: NC
Zip Code: 27282

School Name: Johnson St. Global Studies
Address1: 1601 Johnson Street
Address2:
City: Highpoint
State: NC
Zip Code: 27262

School Name: Kernodle Middle School
Address1: 3600 Drawbridge Parkway
Address2:
City: Greensboro
State: NC
Zip Code: 27410

School Name: Kiser Middle School
Address1: 716 Benjamin Parkway
Address2:
City: Greensboro
State: NC
Zip Code: 27408

School Name: Lincoln Academy
Address1: 1016 Lincoln Street
Address2:
City: Greensboro
State: NC
Zip Code: 27401

School Name: Mendenhall Middle School
Address1: 205 Willoughby Boulevard
Address2:
City: Greensboro
State: NC
Zip Code: 27408

School Name: Northeast Middle School
Address1: 6720 McLeansville Road
Address2:
City: McLeansville
State: NC
Zip Code: 27301

School Name: Northwest Middle School
Address1: 5300 Northwest School Road
Address2:
City: Greensboro
State: NC
Zip Code: 27409

School Name: Penn-Griffin Middle School
Address1: 825 E. Washington Drive
Address2:
City: Highpoint
State: NC
Zip Code: 27260

School Name: SCALE Middle School
Address1: 116 Pisgah Church Road
Address2:
City: Greensboro
State: NC
Zip Code: 27455

School Name: Southeast Middle School
Address1: 4825 Woody Mill Road
Address2:
City: Greensboro
State: NC
Zip Code: 27406

School Name: Southwest Middle School
Address1: 4368 Barrow Road
Address2:
City: Highpoint
State: NC
Zip Code: 27265

School Name: Southern Middle School
Address1: 5700 Drake Road
Address2:
City: Greensboro
State: NC
Zip Code: 27406

School Name: Welborn Middle School
Address1: 1710 McGuinn Drive
Address2:
City: Highpoint
State: NC
Zip Code: 27265

B. NEW SCHOOLS PARTICIPATING IN SPRINGBOARD IN 2007-08:

School Name: Northern Middle
Address1: 616 Simpson-Calhoun Road
Address2:
City: Greensboro
State: NC
Zip Code: 27455

School Name: Northern High School
Address1: 7101 Spencer Dixon Road
Address2:
City: Greensboro
State: NC
Zip Code: 27455

ATTACHMENT II

I. PROFESSIONAL DEVELOPMENT SERVICES

New SpringBoard Schools. The College Board shall furnish the following selected Institute(s) for New SpringBoard Schools in their first year of implementation.

Summer Institute Offsite Onsite

Renewal SpringBoard Schools with No Additional Schools Added. The College Board shall furnish the following selected Institute(s) for Renewing SpringBoard Schools.

Summer Institute Offsite Onsite

Renewal Term Training Offsite Onsite

Combined New Schools and Renewal SpringBoard Schools. The College Board shall furnish the following selected Institute(s) for SpringBoard Schools that are expanding the number of schools by renewing and also adding new schools.

Summer Institute Offsite Onsite

Renewal Term Training Offsite Onsite

II. TEXTBOOK CORRELATION SERVICES

III. STUDENT DATA UPLOAD SERVICES

IV. DATA EXTRACTION SERVICES

Attachment III

SCOPE OF PRODUCTS

1. **SpringBoard Student Books.** Student books are available to Client upon fulfillment of its obligations under the SpringBoard Subscription Agreement (the “Agreement”) and can be ordered for the level(s) and subject(s) in which Client is implementing SpringBoard. Student Books may be ordered from the College Board with the Book Order Form annexed hereto as Attachment III-A.

1.1. **Cost.** Student Books can be purchased directly from the College Board for a cost of \$3.25 per book, plus a ten percent (10%) shipping and handling charge. All subsequent books may be purchased at a cost of \$5.95, plus a thirteen (13%) shipping and handling charge.

1.2. **Title; Risk of Loss.** Title to and risk of loss for the Student Books shall pass to Client upon delivery to the carrier at the point of shipment, after Client has remitted payment for the Student Books.

2. **Scanners.** Client may order Scanners from the College Board with the EZ Scanner Order Form annexed hereto as Attachment III-A. A Scanner is comprised of items 1-5 as set forth in Section 2.1 below.

2.1. **Cost.** Scanners can be purchased directly from the College Board for a cost of \$395 each. This price includes the following:

1. EZData scanner
2. Power Cord
3. Serial Cable
4. Install Software on CD-ROM
5. One package of 500 bubble sheets

Additional packages of bubble sheets (1,000/pack) may be purchased from the College Board for a cost of \$40.75 per pack, not including shipping and handling.

2.2. **Title; Risk of Loss.** Title to and risk of loss for the Equipment, shall pass to Client upon delivery to the carrier at the point of shipment. Manufacturer retains a security interest in and shall have all rights of a secured party (including the right to file a financing statement under the Uniform Commercial Code) with respect to all manufacturer products and other products and rights provided under the Agreement, until Client has remitted all undisputed payments due under the Agreement.

2.3. **Shipping.** Shipping and handling charges are not included in the Scanner cost. Any cost of shipping and handling is the sole responsibility of Client.

2.4. Warranty. The College Board represents that each Scanner contains the following manufacturer's warranties, which vest in Client upon transfer of title of each Scanner to Client.

2.4.1 Repairs Under Warranty. All claims for warranty repairs must be submitted to the College Board, which will then provide such claims to manufacturer, and such warranty repairs and replacements shall be handled by manufacturer.

2.4.2 Warranty as to the Scanners. Manufacturer warrants that each Scanner shall be free of faulty workmanship and defective materials except those materials not supplied to Client by the College Board or manufacturer, for the term of one (1) year. The liability of the College Board and manufacturer under this warranty is limited to replacing or repairing (at manufacturer's discretion) any defective Scanner during such period provided that: (1) the College Board is promptly notified in writing by Client upon discovery of such defects; (2) the defective Scanner(s) is/are returned to manufacturer, transportation charges prepaid by Client, or said Scanner(s) is/are inspected by the College Board or manufacturer at the installation site (at manufacturer's discretion); and (3) the College Board's and/or manufacturer's examination of such Scanner(s) shall disclose to its reasonable satisfaction that such defects have not been caused by misuse, neglect, improper installation, repair, alteration, accident, or by any cause external to the Scanner(s).

In the event the defect is determined to be within the terms of this warranty, then manufacturer, at manufacturer's discretion, agrees to repair or replace the item including reimbursing Client for any prepaid shipping charges. Neither the College Board nor manufacturer assumes responsibility for the proper operation of any Scanner or Scanner-related equipment that was not provided to Client by the College Board or manufacturer pursuant to an Order Form under the Agreement. The warranties hereunder shall extend only to the Scanner(s). The warranties hereunder do not extend: (1) to any Scanner(s) which has/have been altered or repaired by personnel not authorized by the College Board or manufacturer; (2) to any Scanner(s) which has/have been subject to misuse, neglect, improper installation, repair, alteration accident, or by any cause external to the Scanner(s) or operation outside the specification provided by manufacturer or the College Board; or (3) to any Scanner which has been interconnected to and damaged by any equipment which has not been designed, manufactured or supplied by manufacturer or the College Board.

2.4.3 Warranty as to Bubble Sheets.

Bubble Sheets printed by manufacturer are warranted to scan properly if scanned on properly calibrated equipment for which the Bubble Sheets were designed. If a problem related to the Bubble Sheets occurs, manufacturer will, in the most expeditious manner, take the necessary steps to correct the problem, including replacement of defective Bubble Sheets. Replacement of any unacceptable or unscannable Bubble Sheets or arrangement for alternative data capture services will be treated as top priority by manufacturer.

The College Board's and manufacturer's liability under this warranty is limited to the foregoing remedies. This warranty does not apply to any Bubble Sheets which have been subjected to

misuse or neglect. The College Board and manufacturer reserve the right to examine all Bubble Sheets claimed to be defective.

3. RETURN POLICY. The College Board shall issue a refund of the purchase price for any Student Books, Scanners or Bubble Sheets (collectively “Products”) returned in their original condition within thirty (30) days of the billing date on the invoice for such Products. For Products returned thereafter, a 15% restocking charge shall be deducted from Client’s refund. Shipping charges are not refundable, and the College Board will not accept collect (C.O.D.) shipments.

4. DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY STATED HEREIN, COLLEGEBOARD AND MANUFACTURER HEREBY DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE WORKBOOKS, SCANNERS AND BUBBLE SHEETS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NEITHER THE COLLEGE BOARD NOR MANUFACTURER SHALL BE LIABLE TO CLIENT, OR ANY OTHER PERSON FOR ANY LOSS OF BUSINESS, PROFITS, SAVINGS, OR GOODWILL WHATSOEVER AND HOWSOEVER CAUSED, OR FOR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT, INCLUDING THE TERMS CONTAINED HEREIN, THE WORKBOOKS, BUBBLE SHEETS, SCANNERS OR THEIR USE, OR SERVICES PROVIDED REGARDLESS OF THE FORM OF ACTION UNDER WHICH A CLAIM IS MADE. IN NO EVENT SHALL THE COLLEGE BOARD’S OR MANUFACTURER’S AGGREGATE LIABILITY EXCEED THE PRICE PAID TO THE COLLEGE BOARD FOR THE PRODUCT UPON WHICH THE CLAIM IS BASED.

5. Intellectual Property Indemnification. At manufacturer’s expense, manufacturer shall defend Client against any claim that a Scanner or its normal use infringes a U.S. Patent, and shall pay all costs and damages that a court finally awards against Client or that manufacturer agrees to in settlement of such claim. To qualify for such defense and payment, Client must give the College Board prompt written notice of such claim which the College Board shall then provide to manufacturer, allow manufacturer to control, and fully cooperate with manufacturer in the defense and all related negotiations.

If there is a claim or if, in manufacturer’s opinion, a claim is likely to occur, Client agrees to permit manufacturer, at manufacturer’s expense and option, to procure for Client the right to continue using the Scanner(s); or replace the Scanner(s) or any part thereof, with a functionally equivalent non-infringing product; or recover the Scanner(s) and refund the unamortized portion of the Scanner(s) purchase price calculated on a straight line basis over a five (5) year useful life.

Neither the College Board nor manufacturer shall have any obligation with respect to any claim based upon use of the Scanner(s) in violation of the Agreement; in a manner not specified in user

documentation; or based on modification or customizations specified by the College Board or Client, or based on operation of the Scanner(s) with hardware, data, or programs not furnished by the College Board or manufacturer to Client or specified in the Agreement. Neither the College Board nor manufacturer shall be responsible for any cost, expense, nor compromise incurred or made by Client, unless it is made with the College Board's or manufacturer's prior written consent. This section states the College Board's and manufacturer's entire obligation to Client with respect to intellectual property infringement.

6. Maintenance. Client may obtain Maintenance Services directly from manufacturer via a separate agreement with manufacturer.

ATTACHMENT III-A



SpringBoard

BOOK ORDER FORM 3/15/2007

RETURN ORDER FORM BY EMAIL: springboardorders@collegeboard.org
 BY FAX: 212 713-7730
 BY MAIL: SpringBoard Program
 The College Board
 45 Columbus Ave
 New York, NY 10023

Item	ISBN	Quantity	Price	Amount
English Textual Power - Student Workbooks				
Student ELA Level I	0-87447-803-0		\$3.25	\$ -
Student ELA Level II	0-87447-804-9		\$3.25	\$ -
Student ELA Level III	0-87447-805-7		\$3.25	\$ -
Student ELA Level IV	0-87447-806-5		\$3.25	\$ -
Student ELA Level V	0-87447-807-3		\$3.25	\$ -
Student ELA Level VI	0-87447-808-1		\$3.25	\$ -
Student Senior English	0-87447-810-3		\$3.25	\$ -
English Textual Power - Teacher Editions				
Teacher ELA Level I	0-87447-789-1		\$55.00	\$ -
Teacher ELA Level II	0-87447-790-5		\$55.00	\$ -
Teacher ELA Level III	0-87447-791-3		\$55.00	\$ -
Teacher ELA Level IV	0-87447-792-1		\$55.00	\$ -
Teacher ELA Level V	0-87447-794-8		\$55.00	\$ -
Teacher ELA Level VI	0-87447-795-6		\$55.00	\$ -
Teacher Senior English	0-87447-796-4		\$55.00	\$ -
Mathematics with Meaning - Student Workbooks				
Student Middle School I	0-87447-811-1		\$3.25	\$ -
Student Middle School II	0-87447-813-8		\$3.25	\$ -
Student Algebra I	0-87447-814-6		\$3.25	\$ -
Student Geometry	0-87447-815-4		\$3.25	\$ -
Student Algebra II	0-87447-816-2		\$3.25	\$ -
Student Pre-Calculus	0-87447-817-0		\$3.25	\$ -
Mathematics with Meaning - Teacher Editions				
Teacher Middle School I	0-87447-797-2		\$55.00	\$ -
Teacher Middle School II	0-87447-798-0		\$55.00	\$ -
Teacher Algebra I	0-87447-799-9		\$55.00	\$ -
Teacher Geometry	0-87447-800-6		\$55.00	\$ -
Teacher Algebra II	0-87447-801-4		\$55.00	\$ -
Teacher Pre-Calculus	0-87447-802-2		\$55.00	\$ -
Scanners and Bubble Sheets				
EZData Scanner Kit*	--		\$395.00	\$ -
Bubble Sheets (1000/pack)	--		\$40.75	\$ -
USB Adapter	--		\$42.00	\$ -

*(Includes: EZData scanner, power cord, serial cable, install software on CD-ROM, one (1) package of 500 bubble sheets)

Subtotal	\$ -
Shipping	\$ -
TOTAL	\$ -

Purchase Order Number: _____

Date _____

SHIP TO: _____

BILL TO (if different from ship to): _____

Name _____

Name _____

Title/Department _____

Title/Department _____

School Name _____

School Name _____

School Address _____

School Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Phone Number _____

Phone Number _____

Email Address _____

Email Address _____

Does this location have a loading dock? Yes No

First day of classes: _____

QUESTIONS ABOUT YOUR ORDER: By mail, write to SpringBoard, 45 Columbus Ave, New York, NY 10023. By telephone, call 877-999-7723, or fax 212-713-7730. By email springboardorders@collegeboard.org.

PRICES: Prices are subject to change without notice. Prices on this form are effective March 15, 2007. All prices are the Wholesale School Price.

SHIPPING: Shipping is charged at 10% of your total book order price and \$10 per scanner, \$5 per pack of bubble sheets, and \$5 per USB adapter.

RETURNS: Contact SpringBoard at 877-999-7723 to report incorrect shipments or damaged or defective products. All returns will require your Purchase Order or College Board invoice number.

TECHNICAL ASSISTANCE: For technical assistance please call toll free 877-999-7723 or email springboardorders@collegeboard.org.

45 Columbus Avenue, New York, NY 10023

T 877.999.7723 F 212.713.7730

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