

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00027592**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **July 1, 2020** ("Effective Date"), by and between El Camino Real Alliance dba El Camino Real Charter High School ("Client") and the College Board (the "College Board").

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

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

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

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 1, 2020 and, unless sooner terminated as provided herein, will expire on June 20, 2023 ("Initial Term"). 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. 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 "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

5.3 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 OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, 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, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the indemnified party may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that the indemnifying party shall not be obligated to indemnify the indemnified party to the extent such Damages are caused directly by the gross negligence or willful misconduct of the indemnifying party.

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 score reports 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 [Section 9.1](#) (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 and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in County of Los Angeles, California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

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

To College Board:
K-12 Contract Management

The College Board

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Email:

Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Email:

Legalnotice@collegeboard.org

To Client:

Minita Clark
Assistant Principal
El Camino Real Alliance dba El Camino
Real Charter High School
5440 Valley Circle Blvd
Woodland Hills, CA 91367-5949
Tel: (818) 595-7507
Email:

notices@ecrchs.net

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, 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.

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

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

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration

of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

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

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

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and 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 required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for 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 supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

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

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

**El Camino Real Alliance dba El Camino Real Charter
High School**

COLLEGE BOARD

Signature

Signature

Name

Name

Title

Title

Date

Date

SPRINGBOARD® SCHEDULE**1. SpringBoard Program Overview.**

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

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

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

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

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

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

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

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

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

4. Products.

During the Term, the College Board shall furnish material for certain Services (collectively, the 'Products'). Client acknowledges and agrees that the College Board shall be responsible for coordinating shipping and handling of the Products, as long as Client provides shipping information, contact name and phone number. The fees for the Products are set forth in Section 6.

5. Client Obligations.

5.1 Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ('Registration Information'). Unless the College Board otherwise directs, the Registration Information shall include each

student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on SpringBoard Digital. Client shall be solely responsible for any updates to the participating students' Registration Information after it has been imported to SpringBoard Digital.

5.2 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).

5.3 Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

5.4 **Workshops.**

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

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

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

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

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

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

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

5.4.3.5 Participant Attendance. The number of participants may not exceed the maximum outlined in the Professional Learning Catalog, or Client will be subject to the Participant Fee outlined in section 6 below.

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

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

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

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

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not timely receive the Implementation Information required Client may be subject to the expedited planning fees outlined in Section 6 below, and the College Board reserves the right to decline furnishing the Services. If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

Services requested less than sixty (60) days in advance of the start date shall be subject to the expedited planning fee outlined in Section 6 below. The College Board shall not accept any orders for Services scheduled less than twenty-one (21) days in advance of the start date.

If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

6. Fees and Payment.

6.1 Fees. The fees for Licenses and student editions shall be **\$196,740.00**. The fees for Licenses, Services and Products shall be collectively referred to as 'Fee(s).' Client agrees to pay any applicable 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 Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate. The total fee calculation for this SpringBoard Schedule as of the Effective Date of this Agreement shall be set forth in the Budget, incorporated hereto. The Fees may be based on estimated student participation figures furnished to the College Board by Client prior to the Effective Date of this Agreement and do not accommodate any orders placed thereafter.

6.1.2 Costs Excluded from Fees for Services. The Fee does not cover the following costs associated with Services: 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.

6.1.3 Rescheduling Costs for Services. In addition to the full cost of the Service, for Services cancelled or rescheduled less than thirty (30) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 50% of the full cost of the Service. For Services cancelled or rescheduled less than fifteen (15) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 75% of the full cost of the Services. These fees apply to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts. The College Board retains the right, in its sole discretion, to apply these fees for rescheduling requests.

6.1.4 Expedited Workshop Planning Fee. If Client places an order for a Service less than sixty (60) days prior to the requested date, Client shall be subject to an expedited planning fee of forty percent (40%) of the cost of such Service. Client must provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Workshop Checklist (Section 5.4.3) in connection with scheduling Services less than sixty (60) days in advance. This expedited planning fee shall apply to all Services under this Schedule, regardless of whether Client has received any discounts for such Service.

6.1.5 Participant Fee for Services. If the number of participants present at the Service exceeds the maximum defined in the Professional Learning Catalog (28 in-person services or 20 virtual services), Client is subject to a fee of up to 20% of the total cost of the Services. This fee applies to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts.

6.1.6 Shipping Fees. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. The College Board will issue refunds within thirty (30) upon receipt of the returned editions days for Client's that do not have an outstanding balance due.

6.2 Changes to Student Edition/License Volumes. If the annual volumes of Student Editions/Licenses increase or decrease by more than 5% of the projected volumes agreed to at the commencement of this Agreement, then Client shall provide the College Board with the adjusted volumes no later than April 15th of the year of annual order fulfillment.

6.2.1 If during the term of this Agreement Client determines that they have an annual increase in needed volume of Student Editions/Licenses that is less than 5%, then the additional Student Editions/Licenses ordered will be provided at the price indicated in this Agreement.

6.2.2 If, during the term of this Agreement, Client determines that they needed additional Student Editions/Licenses that is greater than 5% of their projected volumes, then Client may either: amend this Agreement to reflect the revised volumes; or purchase the additional Student Editions/Licenses at the College Board's then-current price.

6.2.3 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is within 5% of their projected volumes, then the College Board will issue a credit for the shortfall upon the expiration of this Agreement, at which time all books delivered over the term of this Agreement will be reconciled against the volume invoiced.

6.2.4 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is greater than 5% of their projected volumes, then the parties will amend this Agreement to reflect the revised volumes.

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

7.1 Client has designated as 'directory information' for purposes of FERPA, a student's name, 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.

7.2 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. Rights After Termination. If this Agreement is terminated for any reason, all rights granted to Client hereunder shall cease, and Client shall immediately notify all teachers and students participating in the SpringBoard Program that they may no longer use SpringBoard Digital. Upon termination of this Agreement, the College Board shall terminate Client's access to SpringBoard Digital, 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. 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.

9. Confidentiality and Data Protection.

9.1 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).

9.2 Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures that personally identifiable data is secured and protected in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request. The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, State, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a

supported web browser, Secure Socket Layer ('SSL') or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.

The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

9.2.1 Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law. The College Board warrants that all confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement as defined by the College Board. The College Board acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

9.2.2 Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, the following process will be implemented: Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (a) a confirmed compromise of these student records, or of (b) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, parent or adult student will be immediately notified of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what the College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action the College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, the College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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

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

12. Proprietary Rights and Intellectual Property. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, 'Content') provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise

used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

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

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

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

Budget Schedule

CollegeBoard		SpringBoard®								
El Camino Real Charter High School										
3 Year Budget Schedule										
SUMMARY FOR INITIAL TERM (2020-2023)										
Summary of Costs & Savings	Fees	Cost Savings to District	District Cost*							
Instructional Materials	\$ 196,740.00	\$ -	\$ 196,740.00							
Shipping and Handling	\$ 19,674.00	\$ -	\$ 19,674.00							
Teacher Resources	\$ 5,880.00	\$ 5,880.00	\$ -							
Total Cost of Implementation	\$ 222,294.00	\$ 5,880.00	\$ 216,414.00							
*All applicable tax will be billed on a year over year basis.										
Instructional Materials include a 3-year license term along with an annual delivery of consumable student and teacher editions. The College Board shall invoice Client for the total District Cost, which Client may pay to the College Board in 3 annual equal installments or Client will pay the College Board for the total District Cost.										
Payment Schedule										
Year #	Year	Total Cost								
Year 1	2020-2021	\$ 72,138.00								
Year 2	2021-2022	\$ 72,138.00								
Year 3	2022-2023	\$ 72,138.00								
The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement. The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement.										
Instructional Materials & Teacher Resources										
Student Editions	ISBN	Price Per Unit	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23					District Cost
English I - 2021©	978-1-4573-1295-3	\$54.65	900	900	900					\$ 49,185.00
English II - 2021©	978-1-4573-1296-0	\$54.65	900	900	900					\$ 49,185.00
English III - 2021©	978-1-4573-1297-7	\$54.65	900	900	900					\$ 49,185.00
English IV - 2021©	978-1-4573-1298-4	\$54.65	900	900	900					\$ 49,185.00
Teacher Editions	ISBN	Price Per Unit	Year 1 2020-21							Cost Savings to District
Grade 9 - 2021©	978-1-4573-1288-5	\$98.00	15							\$ 1,470.00
Grade 10 - 2021©	978-1-4573-1289-2	\$98.00	15							\$ 1,470.00
Grade 11 - 2021©	978-1-4573-1290-8	\$98.00	15							\$ 1,470.00
Senior English - 2021©	978-1-4573-1291-5	\$98.00	15							\$ 1,470.00