



**EXCEerator™ Schools**  
**Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into on February 19, 2008, by the College Board, a New York Not-For-Profit corporation, and The School Board of Hillsborough County, FL (“SDHC”).

**WHEREAS**, EXCEerator Schools have been designed around the values of clear, high expectations; an all-encompassing commitment to learning; meaningful relationships; challenging, engaging teaching and learning practices and programs; and instructional, collaborative leadership. The EXCEerator School Program Model consists of those programs and services set forth in Attachment A, EXCEerator Schools Program Model, (the “EXCEerator Schools Program Model”) which is composed of the following five elements:

1. Implementation of rigorous academic programs for all students to increase students’ opportunities to succeed in advanced-level courses;
2. Extensive and ongoing professional development for superintendents, central office staff, principals, teachers, counselors and parents;
3. Extensive use of data to inform and drive teaching, learning, and assessment within each school;
4. Post-secondary planning and preparation, including school-based counseling and college-prep programs; and
5. Developmental supports that create a personalized learning environment and community for every student.

**WHEREAS**, The College Board and the SDHC entered into the EXCEerator Schools Memorandum of Understanding on August 21, 2007 under College Board contract # 2008-210, a copy of which is attached hereto as Attachment B (the “2007 EXCEerator MOU”), pursuant to

which certain grantors will fund the implementation of the EXCEerator Program for certain SDHC schools (“2007 SDHC Participating Schools”).

**WHEREAS**, the purpose of this MOU is to outline the shared expectations, responsibilities, and commitments between the College Board and SDHC with regard to establishing and supporting a *district-wide* EXCEerator Schools model based on the mission, values, and model elements established by the College Board. The mission of EXCEerator Schools is to prepare these students for access to and success in college and other post-secondary opportunities.

**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:

## **I. Parties’ Responsibilities**

During the term of this MOU, SDHC and the College Board agree to collaborate to establish as EXCEerator Schools, all of the middle schools and high schools in SDHC set forth in Attachment C, Participating EXCEerator Schools (the “Participating EXCEerator Schools”) in accordance with the following terms and conditions.

### **A. The College Board will be responsible for:**

- 1. College Board Programs and Services.** The College Board shall make available to SDHC, those certain College Board programs and services described on Attachment D, College Board Programs and Services attached hereto (the “College Board Programs and Services”) at the prices set forth in Attachment E, College Board Programs and Services Prices List attached hereto, (the “College Board Programs and Services Price List”).
- 2. EXCEerator Services.** The College Board shall furnish the EXCEerator Services as described in Attachment F, EXCEerator Services attached hereto (the

“EXCEerator Services”) at the prices set forth in Attachment G, EXCEerator Services Prices List attached hereto, (the “EXCEerator Services Price List”).

3. **College Board Grant.** At the beginning of each MOU year during the Initial Term (defined below) of this MOU, following receipt by the College Board of payment of the annual fees from SDHC set forth in Section III, below, , the College Board shall provide SDHC with a grant in an amount not to exceed \$256,600 for Year One, \$256,600 for Year Two and \$398,400 for Year Three to help defray the cost to implement College Board Programs and Services and EXCEerator Services.
4. **Research and Evaluation.** The College Board shall make research and evaluation results of the EXCEerator Program available to SDHC with the intent to add value to the work and advance the goals of this undertaking.

**B. SDHC will be responsible for:**

1. **Project Management Oversight Committee.** Establishing a Project Management Oversight Committee (PMOC) within the SDHC’s central office to be led by the Superintendent. This leadership group is responsible for assuring successful implementation of the project within SDHC and provides a structure for timely evaluation of the quality of implementation for those responsible, including the superintendents. It also creates a forum for executive-level staff to be presented with roadblocks in implementation, as well as a process for addressing those roadblocks.
2. **Integration.** Implementing the EXCEerator Program Model and the College Board Programs and Services, specifically SpringBoard<sup>®</sup>, with the existing SDHC programs. SDHC will create a learning schedule in mathematics and English language arts that accommodates the alignment of the College Board Standards for College Success<sup>™</sup> and the current state and SDHC standards for instruction. SDHC will provide time for planning and incorporating the new instructional materials as well as clear support for the alignment and articulation across grade levels. SDHC will also create a learning schedule for selected Advanced Placement Program<sup>®</sup>

(“AP<sup>®</sup>”) courses that accommodates the current SDHC standards for instruction.

- 3. Establishing Expectations.** Establishing clear focus and expectations through an internal school culture focused on high expectations for students and teachers, a shared vision of teaching and learning, and the other common values and commitments of the entire school community.
- 4. Instructional Leadership.** Establishing instructional leadership characterized by a focus on student achievement and post-secondary readiness and support for the improvement and enhancement of the school culture and teaching and learning by effective collaboration among school principals, teachers, parents and students.
- 5. Implementation of College Board Programs and Services.** Implementing with fidelity the College Board Programs and Services and EXCEerator Services that enable students to master challenging content and skills and meet state standards through in-depth courses of study, emphasizing what research has determined to be the best practices in teaching and learning.
- 6. College Board Requirements.** SDHC agrees to use the data furnished by the College Board under this MOU from College Board Programs and Services (“College Board Data”) in each EXCEerator School in accordance with the directives of the College Board as set forth in any standard documentation relating to College Board Data. SDHC agrees to use the College Board Programs and Services as set forth in any standard documentation relating to such College Board Programs and Services. SDHC will execute (or cause to be executed by each EXCEerator School) any standard agreements or other documentation required to be executed in the normal course of business by other schools using College Board Data and College Board Programs and Services to be provided hereunder including, without limitation, the SpringBoard Subscription, supplied to SDHC separately.
- 7. Implementing AVID Programs and Services.** SDHC shall implement the

Advancement Via Individual Determination Program (“AVID”) in all middle and high schools under a separate contract between the SDHC and the AVID. .

- 8. Assess Student Learning.** Meaningful, continuous assessment of student learning through a variety of opportunities for students to demonstrate that they have met standards, including diagnostic and mandated tests to identify student needs and improve instruction.
- 9. The SDHC Option for 2007 SDHC Participating Schools** Upon the expiration of the 2007 EXCEerator MOU in accordance with its terms, SDHC may, at its option, include the 2007 SDHC Participating Schools under this MOU. Should SDHC exercise such option, all terms and conditions of this MOU, including but not limited to then current per unit pricing, shall apply to the 2007 SDHC Participating Schools until the termination hereof.
- 10. Facilitating Data Analysis.** Participating in and cooperating with the collection and documentation of Data (defined below) as requested by the College Board and any third party researchers/evaluators contracted by the College Board and guaranteeing access to Data concerning the EXCEerator Schools in compliance with the Family Educational Rights and Privacy Act (“FERPA”) and all other applicable laws and regulations. Such cooperation includes tracking and providing to evaluators/researchers as requested by the College Board data relevant to individual students, including demographics, course enrollment, promotion rates, graduation rates and relevant test scores, and other data including, but not limited to, teacher demographics, teaching schedules, interviews with staff, students and parents; observation of classes, meetings and other school events; and review of school documentation, and student test data (“Data”). SDHC authorizes College Board evaluators/researchers or those contracted by the College Board to conduct studies of the EXCEerator Schools for the purposes of developing, validating or administering predictive tests and improving instruction (including the evaluation of student outcomes. SDHC shall acquire data from the National Student Clearinghouse by

school and furnish it to the College Board to study changes in college enrollment, re-enrollment, persistence and graduation of SDHC students.

**11. Instructional Support & Reporting.** SDHC agrees to provide College Board with complete and accurate documentation pertaining to the MOU and/or copies of any reasonable request for information in order to review EXCEerator School program accomplishments and to acknowledge any problems and open issues that may affect implementation. SDHC shall maintain accurate records and books of account pertaining to the MOU and implementation of the EXCEerator School program. During normal business hours and upon reasonable notice to SDHC, College Board shall have the right to visit any of the schools participating in the EXCEerator School program to review accomplishments, observe SDHC's program, to discuss the EXCEerator School program with SDHC staff and/or to review other records connected with the EXCEerator School program. Such visit shall be conducted during SDHC's regular business hours and in such a manner as not to interfere with SDHC's normal business activities.

**12. SDHC Rules.** SDHC shall be responsible for confirming that the implementation of College Board Programs and Services and EXCEerator Services are in compliance with applicable local, state and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

**13. EXCEerator Coach.** During the term hereof, SDHC shall employ three (3) full time EXCEerator Coaches to provide on-site leadership, especially among faculty, to support the broad implementation of the EXCEerator School program subject to the terms and conditions set forth in Section II. Among the duties of the EXCEerator Coach are the following:

- a. Provide overall site-based leadership, in close collaboration with the principal;
- b. Encourage teacher participation in the professional development offerings;

- c. Lead the ongoing collaboration among teachers to encourage adoption of vertically-aligned instructional strategies; and
- d. Provide guidance and support on new instructional strategies, particularly in the College Board's SpringBoard program.

SDHC shall be reimbursed for the salaries to be paid to the coaches as follows:

**Year One and Year Two:** One (1) EXCEerator Coach shall be paid for by the third party grant funding under the 2007 EXCEerator MOU two (2) EXCEerator Coaches shall be paid for out of the College Board Grant

**Year Three:** Three (3) EXCEerator Coaches shall be paid for out of the College Board Grant

**14. Notifying College Board of Enrollment.** Each October 1<sup>st</sup> during the term of the Agreement, SDHC shall furnish the College Board with updated enrollment figures for the Participating EXCEerator Schools.

## **II. EXCEerator Coach**

**A. Selection.** SDHC agrees to consult with the College Board in the selection process for the full-time EXCEerator Coaches. SDHC agrees that the selection will be a collaborative process with the College Board, but that SDHC will have ultimate responsibility for making the final hiring decision from among a list of mutually approved candidates. Notwithstanding the foregoing, College Board, in conversation with SDHC, shall have the right to request the replacement of an EXCEerator Coach if College Board reasonably believes that such individual is not (or is no longer) qualified to perform such services or will not (or will no longer) be able to provide such services. The College Board must provide SDHC with an objective basis for removal of an EXCEerator Coach so that SDHC may defend the removal action if challenged by the employee.

**B. Relationship.** SDHC and College Board understand, acknowledge and agree that nothing in this MOU is intended to or should be construed to create an employment relationship between an EXCEerator Coach or any SDHC employee and the College Board. SDHC also agrees that SDHC will not knowingly permit the EXCEerator Coach or any SDHC employee to hold him or herself out as an employee or claim to be an employee of the College Board or any of its affiliates by reason of this MOU. Neither federal, nor state, nor

local income tax nor payroll tax of any kind shall be withheld or paid by the College Board on behalf of EXCEerator Coach or any SDHC employee. The EXCEerator Coach or any SDHC employee is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plans of the College Board. No workers' compensation insurance shall be obtained by the College Board concerning the EXCEerator Coach or any SDHC employee.

### **III. Fees and Payment**

**A. Fees for College Board Programs and Services.** SDHC acknowledges that the fees for certain College Board Programs and Services have been adjusted as a result of SDHC's district-wide implementation of the EXCEerator Program. SDHC shall pay the fees set forth in College Board Programs and Services Price List for College Board Programs and Services, as found in Attachment G, if during the term of this EXCEerator MOU: i) SDHC implements EXCEerator Schools district-wide for the entire three (3) year term of this MOU; ii) student participation and enrollment for EXCEerator Schools equals or exceeds the figures set forth in Attachment C, Participating Schools; and iii) SDHC complies with the terms of this EXCEerator MOU and each College Board agreement for each applicable College Board Program and Service. In the event any of the aforementioned conditions are not met, then fees for College Board Programs and Services shall be based on the College Board's then-current fees and policies at the time the College Board Programs and/or Services are rendered.

**B. Payment for College Board Programs and Services.** Payment for College Board Programs and Services shall be governed by the College Board agreement for each applicable College Board Program and Service.

**C. Fees and Payment for EXCEerator Services.** SDHC shall pay the College Board for EXCEerator Services at the amount set forth on the invoice pursuant to the EXCEerator Services Price List net thirty (30) days from date of invoice. SDHC shall remit payment for the EXCEerator Services to College Entrance Examination Board, General Post Office, PO Box 27392, New York, NY 10087-7392.

SDHC will be responsible for any sales, use, federal excise, value added or any similar tax imposed by any governmental authority with respect to the Services, except where SDHC provides the College Board with an exemption certificate. 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.

**D. Fees and Payment for 2007 SDHC Participating Schools.** The fees and payment for 2007 SDHC Participating Schools shall be in accordance with the 2007 EXCEerator MOU.

#### **IV. Intellectual Property**

SDHC acknowledges that all materials developed by the College Board for use in EXCEerator Schools, College Board Data and all College Board Programs and Services are the sole property of the College Board. All reports and documents prepared by the College Board and provided to the EXCEerator Schools and SDHC shall be the exclusive property of the College Board. The College Board grants SDHC a limited revocable license to use reports prepared by the College Board under this Agreement solely to disclose such materials to the School District of Hillsborough County, City Council and Congress as required in reporting on academic programs/achievement.

#### **V. Term**

SDHC and the College Board agree to collaborate for a period of three (3) years and six (6) months, which includes six (6) months of planning and three (3) years of EXCEerator School program implementation. The three years of implementation shall be referred to as follows: the 2008-2009 school year is "Year One"; the 2009-2010 school year is "Year Two"; and the 2010-2011 school year is "Year Three". The term of this MOU will commence on February 19, 2008 and will extend to June 30, 2011 (the "Initial Term").

#### **VI. Termination**

##### **A. By the College Board**

The College Board may terminate this MOU, the funding and services to be provided hereunder, either with respect to SDHC as a whole or with respect to an individual EXCEerator School within SDHC upon ninety (90) days written notice to SDHC: (1) upon a material breach by SDHC of any of its agreements, obligations, representations, warranties or undertakings contained in this MOU that threatens to; (a) harm the reputation of the College Board, (b) undermine significantly the mission of an EXCEerator School, or (c) expose the College Board to legal liability for claims by third parties; and (2) Immediately, upon SDHC's failure to pay for EXCEerator Services within sixty (60) days after the date on which payment is due.

This MOU will be fully terminated when SDHC no longer contains any school designated as an EXCEerator School. In the event of a partial termination, all of the terms and conditions of this MOU will continue to apply to each EXCEerator School remaining in SDHC.

**B. By SDHC**

SDHC may terminate this MOU, in whole or in part, only upon a material breach by the College Board of its obligations under this MOU. SDHC will promptly notify the College Board of any material breach, and the College Board will have thirty (30) days to cure any such breach. This MOU will be fully terminated when SDHC no longer contains any school designated as an EXCEerator School. In the event of a partial termination, all of the terms and conditions of this MOU will continue to apply to each EXCEerator School remaining in the SDHC.

**C. Parties' Obligations upon Termination**

Upon expiration of the Initial Term, representatives from the College Board and SDHC will meet to discuss whether the EXCEerator Schools district-wide model then operating in SDHC will continue to utilize the College Board Programs and Services and/or continue to be identified as an EXCEerator School district, for continuing to operate any such school as an EXCEerator School. In the event that SDHC and the College Board agree to continue the operation of any EXCEerator School following the Initial Term, the parties will enter into an amendment to this MOU setting forth the terms and conditions on which SDHC shall have the right to continue to operate as an EXCEerator Schools district or to operate such

EXCEerator School(s) as well as the respective obligations of the parties to one another.

Upon termination of this MOU by the College Board or by SDHC in accordance with the provisions above, SDHC shall cause all terminated EXCEerator Schools to only continue to use the College Board Programs and Services that the SDHC (or students) purchase from the College Board, and SDHC shall promptly cease to identify SDHC or such school(s) as EXCEerator Schools. Following termination, the College Board will have no further obligations hereunder.

## **VII. Representations and Warranties**

**A.** The College Board represents and warrants to SDHC that:

1. The College Board is a corporation duly organized and existing, and in good standing under the laws of the State of New York;
2. The College Board is empowered under applicable laws and by its Certificate of Incorporation and By-Laws to enter into and perform this MOU; and
3. The College Board will comply with all applicable laws and regulations in performing its obligations under this MOU.

**B.** **SDHC represents and warrants to the College Board that:**

1. SDHC is empowered under applicable provisions of the SDHC Code to enter into and perform under this MOU;
2. The execution and delivery of this MOU by SDHC and the performance by SDHC of its obligations under this MOU have been duly and validly authorized;
3. For purposes of FERPA, the College Board and its employees and independent contractors are “school officials” whom SDHC has determined to have “legitimate educational interests”; and
4. SDHC will comply with all applicable local, state and federal laws and regulations relating to the establishment and operation of schools within SDHC, including, without limitation, applicable collective bargaining agreements, FERPA, the Protection of Pupil Rights Amendment and the Americans with Disabilities Act.

**C. DISCLAIMER OF IMPLIED WARRANTIES.** EXCEPT AS PROVIDED ABOVE, NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE COLLEGE BOARD WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS MOU, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

## **VIII. Indemnification and Limitation of Liability**

### **A. Indemnification.**

- 1. By SDHC.** SDHC, to the extent possible, agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when performing its obligations under this MOU and agrees to be liable for any damages resulting from said negligence. To the extent permitted by law, SDHC 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) SDHC's breach of its obligations under this MOU; (b) any breach of SDHC's representations and warranties or covenants contained in this Agreement; (c) the willful misconduct or intentionally tortious conduct of SDHC or any of its employees in connection with the performance of obligations under this MOU; or (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.
- 2. By the College Board.** The College Board agrees to indemnify, hold harmless and defend SDHC, 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 SDHC, 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 SDHC's property, and injury or death of any person whether employed by the College Board, SDHC or otherwise.

## **B. 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.

## **IX. Media Relations, Technology and Facilities**

### **A. Media Relations**

The parties agree to collaborate on proper communication of EXCEerator Schools events and outreach. Each party agrees to promptly inform the other party of all media inquiries specific to this Program prior to responding thereto unless time constraints make this unreasonable. In such case, the party that has responded to the media inquiry will inform the other promptly thereafter. Each party agrees to permit the other party to review and approve prior to release any press releases regarding the EXCEerator Schools provided for under this MOU, provided, however, that any press release submitted that has not received a response within two business days will be deemed approved. The parties agree to negotiate in good faith following the execution of this MOU a licensing agreement setting forth the permitted usage of certain College Board trademarks. Upon approval of this MOU, Hillsborough County Public Schools will be the first school district in the nation to implement the EXCEerator program district-wide.

### **B. Technology**

SDHC agrees to provide all EXCEerator Schools with the Information Technology (“IT”) infrastructure, hardware, software, and networking capabilities necessary in order to implement the College Board Programs and Services and EXCEerator Services. Such IT access includes network access and Internet connectivity during the professional development institutes, designation of an IT contact or another appropriate staff person to be available during the institutes to assist in the maintenance of such network access and Internet connectivity. In particular, SDHC IT contact shall arrange for access to the SpringBoard Site from SDHC’s information technology system and address any technical issues that may arise in the course of the SpringBoard Program.

## **X. Miscellaneous Provisions**

### **A. Waiver**

No provision of this MOU, or any breach of any provision of this MOU, may be waived

provision of this MOU or as a waiver of any subsequent breaches of the same or any provision of this MOU.

**B. Mutual Cooperation and Dispute Resolution**

**1. Mutual Cooperation.** The College Board and SDHC will cooperate with each other, reasonably and in good faith, for the purposes of facilitating the performance of their respective obligations and undertakings hereunder and to further the mission of EXCEerator Schools, which includes, without limitation, providing the implementation information required for the College Board to furnish certain services and deliverables set forth in Exhibit E-1, Workshop Checklist attached hereto.

**2. Dispute Resolution.** If either party breaches the terms of this MOU for any reason, in addition to other rights and remedies available to the parties, the College Board and SDHC mutually agree to resolve any disputes amicably within a thirty (30) day period. If the dispute is still unresolved after thirty (30) days, the parties agree to escalate any dispute to Michael Riley, Senior Vice President of the College Readiness System Division and the Superintendent of the SDHC or his/her designee for consideration and resolution.

Should a dispute arise over the terms of this MOU, both parties agree to utilize mediation or other alternative dispute resolution procedures in a good faith effort to resolve the dispute prior to seeking other remedies.

**C. Notices**

All notices or other communications under this MOU shall be made to the parties at their respective addresses set forth below or such other addresses as may be later designated by such party to the other in writing:

<b>To the College Board:</b>	<b>To SDHC:</b>
The College Board 45 Columbus Avenue New York, NY 10023	Superintendent of Schools School District of Hillsborough County 901 E. Kennedy Boulevard

Tel: (212) 713-8000 Fax: (212) 713-7730 Attention: Michael Riley	Tampa, FL 33602 Tel: (813) 272-4050 Attention: MaryEllen Elia
With a copy to: Office of Legal Counsel The College Board 45 Columbus Avenue New York, NY 10023 Tel: (212) 713-8000 Fax: (212) 713-8036 Attention: General Counsel	With a copy to: School Board Attorney Thompson, Sizemore & Gonzalez, P.A. One Tampa City Center 201 North Franklin Street Suite 1600 Tampa, FL 33602 Attention: Tom Gonzalez

**D. No Third Party Rights**

Nothing contained in this MOU, express or implied, establishes or creates any right in or remedy of, or any duty or obligation to, any third party.

**E. Severability**

In case any provision contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, such provision shall not affect any other provision of this MOU, and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

**F. Entire Agreement**

This MOU supersedes any prior oral and written proposals and communications between the College Board and SDHC related to the EXCEerator Services and College Board Programs and Services. This MOU may not be modified unless in writing and signed by both parties hereto.

**G. Counterparts**

This MOU 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.

Agreed upon this day \_\_\_\_\_, 2008

**THE COLLEGE BOARD**

By: \_\_\_\_\_

Michael Riley

*Senior Vice President, College Readiness System*

**THE SCHOOL BOARD OF  
HILLSBOROUGH COUNTY, FL**

By: \_\_\_\_\_

MaryEllen Elia

*Superintendent*

**ATTACHMENT A**  
**EXCELERATOR SCHOOLS PROGRAM MODEL**

SDHC shall implement the following EXCEerator Schools Program services and deliverables in all Participating Schools:

- SpringBoard<sup>®</sup> – English Language Arts and Math program in grades 6-12
  - AVID<sup>®</sup> – Advancement Via Individual Determination in at least grades 6-12
  - AP<sup>®</sup> – Advanced Placement Program<sup>®</sup> college-level courses in high schools culminating in the AP exam
  - PSAT/NMSQT<sup>1</sup> – exams conducted for students in 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> grades
  - SAT Readiness Program<sup>™</sup>– The Official SAT Online Course<sup>™</sup> test preparation available to all high school students and selected middle school students
  - SAT<sup>®</sup> – SAT Reasoning Test<sup>™</sup> a standardized test for college admissions
  - College Ed<sup>®</sup> – College planning program incorporated into existing college and other post-secondary planning activities in at least 8<sup>th</sup> and 10<sup>th</sup> grades; and
- EXCEerator Services – Services that provide leadership development, curriculum alignment, program flexibility and program oversight.

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<sup>1</sup> PSAT/NMSQT is a registered trademark of the College Entrance Examination Board and the National Merit Scholarship Corporation.

## ATTACHMENT B

### 2007 EXCELERATOR MOU



#### EXCEerator™ Schools

#### Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into on August 21, 2007, by the College Board, a New York Not-For-Profit corporation, and (the School District of Hillsborough County) (“SDHC”). The purpose of this MOU is to outline the shared expectations, responsibilities, and commitments between the College Board and School District of Hillsborough County with regard to establishing and supporting EXCEerator Schools™ based on the mission, values, and model elements established by the College Board. EXCEerator Schools are intended to be high schools that serve low-income students in urban environments. The mission of EXCEerator Schools is to prepare these students for access to and success in college.

EXCEerator Schools have been designed around the values of clear, high expectations; an all-encompassing commitment to learning; meaningful relationships; challenging, engaging teaching and learning practices and programs; and instructional, collaborative leadership. The EXCEerator School model consists of the following five elements:

1. Implementation of rigorous academic programs for all students to increase students’ opportunities to succeed in advanced-level courses;
2. Extensive and ongoing professional development for superintendents, central office staff, principals, teachers, and counselors;
3. Extensive use of data to inform and drive teaching, learning, and assessment within each school;
4. College planning and preparation, including school-based counseling and college-prep programs; and
5. Developmental supports that create a personalized learning environment and community for every student.

## **I. Parties' Responsibilities**

SDHC and the College Board agree to collaborate to establish the three (4) EXCEerator Schools within SDHC as set forth in Attachment A, Participating EXCEerator Schools in accordance with the following terms and conditions.

### **a. The College Board will be responsible for:**

- 1. Program Management.** Overall management of the EXCEerator program, fiscal management of the grant, and subcontracting with AVID<sup>®</sup> Center (a fifth- through twelfth-grade program to prepare students in the academic middle for four-year college eligibility) and other partners.
- 2. Intermediary.** Acting as sole intermediary between the entities providing funding for EXCEerator Schools (the “Grantors”) and SDHC with respect to the EXCEerator Schools project. The College Board will manage and distribute grant funds in accordance with the requirements of the Grantors.
- 3. College Board Programs and Services.** The College Board shall make available to SDHC, and will apply available grant funds to the purchase of, all College Board programs and services described on Attachment B, EXCEerator Program Model College Board Programs and Services hereto (the “College Board Programs and Services”).
- 4. Customized Professional Development.** Customized Professional Development includes curriculum and data training, project management training, leadership development, and counselor training.
- 5. Integration and Alignment Support.** Support for the integration and alignment of the College Board instructional goals and materials in mathematics and English language arts within the current SDHC instructional plan. Specifically, the College Board will provide consulting and technical assistance during the planning and alignment process.

**6. SDHC Coach Funding.** Funding for a full-time SDHC Coach to provide on-site leadership, especially among faculty, to support the broad implementation of the EXCEerator School program (“SDHC Coach”) subject to the terms and conditions set forth in Section II and in accordance with the amounts set forth in the Attachment C, Budget. Among the duties of the SDHC Coach for EXCEerator Schools are the following:

- i. Provide overall site-based leadership, in close collaboration with the principal;
- ii. Encourage teacher participation in the professional development offerings;
- iii. Lead the ongoing collaboration among teachers to encourage adoption of vertically-aligned instructional strategies; and
- iv. Provide guidance and support on new instructional strategies, particularly in the SpringBoard program.

**7. Research and Evaluation.** Conducting research and evaluation of these efforts with the intent to add value to the work and advance the goals of this undertaking. All information collected through this research will be held in the strictest confidentiality and analyzed only in the aggregate, with identifying information removed.

**b. SDHC will be responsible for:**

**1. Project Management Oversight Committee.** Establishing a Project Management Oversight Committee (PMOC) within the SDHC’s central office to be led by the Superintendent. This leadership group is responsible for assuring successful implementation of the project within SDHC and provides a structure for timely evaluation of the quality of implementation for those responsible, including the superintendents. It also creates a forum for executive-level staff to be presented with roadblocks in implementation, as well as a process for addressing those roadblocks.

**2. Integration.** Integrating and aligning the instructional goals of the College Board Programs and Services, specifically SpringBoard, with the existing SDHC programs. SDHC will create a learning schedule in mathematics and English language arts that accommodates the alignment of the College Board Standards for College Success™ and the current state and SDHC standards for instruction. SDHC

will provide time for planning and incorporating the new instructional materials as well as clear support for the alignment and articulation across grade levels.

- 3. Establishing Expectations.** Establishing clear focus and expectations through an internal school culture focused on high expectations for students and teachers, a shared vision of teaching and learning, and the other common values and commitments of the entire school community.
- 4. Instructional Leadership.** Establishing instructional leadership characterized by a focus on student achievement and support for the improvement and enhancement of the school culture and teaching and learning by effective collaboration among school principals, teachers, parents and students.
- 5. Implementation of College Board Programs and Services.** Implementing with fidelity the College Board Programs and Services that enable students to master challenging content and skills and meet state standards through in-depth courses of study, emphasizing what research has determined to be the best practices in teaching and learning.
- 6. College Board Requirements.** SDHC agrees to use the data furnished by the College Board under this MOU from College Board Programs and Services (“College Board Data”) in each EXCEerator School in accordance with the directives of the College Board as set forth in any standard documentation relating to College Board Data. SDHC agrees to use the College Board Programs and Services as set forth in any standard documentation relating to such College Board programs and Services. SDHC will execute (or cause to be executed by each EXCEerator School) any standard agreements or other documentation required to be executed in the normal course of business by other schools using College Board Data and College Board Programs and Services to be provided hereunder including, without limitation, the SpringBoard Subscription, supplied to SDHC separately.
- 7. Implementing AVID Programs and Services.** Implementing AVID according to the AVID Essentials set forth in Attachment D, AVID Program and Essentials to guarantee fidelity to the AVID model.
- 8. Adopting Teacher Scheduling.** Adoption of schedules for teachers that support collaborative planning and training that are consistent with applicable collective

bargaining agreement provisions.

- 9. Assess Student Learning.** Meaningful, continuous assessment of student learning through a variety of opportunities for students to demonstrate that they have met standards, including diagnostic and mandated tests to identify student needs and improve instruction.
- 10. Facilitating Data Analysis.** Participating in and cooperating with the collection and documentation of Data (defined below) as requested by the College Board and any third party researchers/evaluators contracted by the College Board and guaranteeing access to Data concerning the EXCEerator Schools in compliance with the Family Educational Rights and Privacy Act (“FERPA”) and all other applicable laws and regulations. Such cooperation includes tracking and providing to evaluators/researchers as requested by the College Board data relevant to individual students, including demographics, course enrollment, promotion rates, graduation rates and relevant test scores, and other data including, but not limited to, teacher demographics, teaching schedules, interviews with staff, students and parents; observation of classes, meetings and other school events; and review of school documentation, and student test data (“Data”). SDHC authorizes evaluators/researchers contracted by the College Board to conduct studies of the EXCEerator Schools for the purposes of developing, validating or administering predictive tests and improving instruction (including the evaluation of student outcomes).
- 11. Monitoring & Reporting.** SDHC acknowledges that Grantors monitor and require reporting from the College Board regarding its activity and compliance under applicable project and support grants for EXCEerator Schools. As such, SDHC agrees to provide College Board with complete and accurate documentation pertaining to the MOU and/or copies of any information that Grantors reasonably request in order to review EXCEerator School program accomplishments and to acknowledge any problems and open issues that may affect implementation. SDHC shall maintain accurate records and books of account pertaining to the MOU and implementation of the EXCEerator School program. During normal business hours and upon reasonable notice to SDHC, College Board and/or Grantor shall have the

right to visit any of the schools participating in the EXCEerator School program to review accomplishments, observe SDHC's program, to discuss the EXCEerator School program with SDHC staff and/or to review financial and other records connected with the grant. Such visit shall be conducted during SDHC's regular business hours and in such a manner as not to interfere with SDHC's normal business activities.

**12. SDHC Rules.** SDHC shall be responsible for confirming that the duration, scope, and standards of relevant national professional associations, and applicable collective bargaining agreements.

## **II. SDHC Coach**

**a. Selection.** SDHC agrees to consult with the College Board in the selection process for the full-time SDHC Coach. SDHC agrees that the selection will be a collaborative process with the College Board, but that SDHC will have ultimate responsibility for making the final hiring decision from among a list of mutually approved candidates. Notwithstanding the foregoing, College Board, in conversation with SDHC, shall have the right to request the replacement of the SDHC Coach if College Board reasonably believes that such individual is not (or is no longer) qualified to perform such services or will not (or will no longer) be able to provide such services in compliance with the grant. The College Board must provide SDHC with an objective basis for removal of the SDHC Coach so that SDHC may defend the removal action if challenged by the employee.

**b. Relationship.** SDHC and College Board understand, acknowledge and agree that nothing in this MOU is intended to or should be construed to create an employment relationship between the SDHC Coach or any SDHC employee and the College Board. SDHC also agrees that SDHC will not knowingly permit the SDHC Coach or any SDHC employee to hold itself out as an employee or claim to be an employee of the College Board or any of its affiliates by reason of this MOU. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the College Board on behalf of SDHC Coach or any SDHC employee. The SDHC Coach or any SDHC employee is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plans of the College Board. No workers' compensation insurance shall be obtained by the College Board concerning the SDHC Coach or any SDHC employee.

### **III. Intellectual Property**

SDHC acknowledges that all materials developed by the College Board for use in EXCEerator Schools, College Board Data and all College Board Programs and Services are the sole property of the College Board. All reports and documents prepared by the College Board and provided to the EXCEerator Schools and SDHC shall be the exclusive property of the College Board. The College Board grants SDHC a limited revocable license to use reports prepared by the College Board under this Agreement solely to disclose such materials to the School District of Hillsborough County, City Council and Congress as required in reporting on academic programs/achievement.

### **IV. Term**

**a.** SDHC and the College Board agree to collaborate for a period of three (3) years and six (6) months, which includes six (6) months of planning and three (3) years of EXCEerator School program implementation. The three years of implementation shall be referred to as follows: the 2007-2008 school year is “Year One”; the 2008-2009 school year is “Year Two”; and the 2009-2010 school year is “Year Three”. The term of this MOU will commence on August 21, 2007 and will extend to June 30, 2010 (the “**Initial Term**”).

**b.** The Initial Term of this MOU is based upon the condition of uninterrupted funding from Grantors over the first (2) two years after implementation. The Parties understand and agree that, should the funding from the Grantors be interrupted, reduced or discontinued prior to the expiration of the Initial Term, then the College Board shall interrupt, reduce or discontinue furnishing services and deliverables to SDHC, as applicable, unless SDHC secures funding from an alternative source.

Grant funds will be used for costs associated with College Board Programs and Services, as well as additional costs related to project implementation, such as the AVID program, project coach, and program evaluation. Grant funds will gradually decrease over the course of the (3) three years, as set forth in Attachment 3.

### **V. Termination**

#### **a. By the College Board**

The College Board may terminate this MOU, the funding and services to be provided hereunder, either with respect to SDHC as a whole or with respect to an individual

EXCEerator School within SDHC upon ninety (90) days written notice to SDHC: (i) upon a material breach by SDHC of any of its agreements, obligations, representations, warranties or undertakings contained in this MOU that threatens to (A) harm the reputation of the College Board, (B) undermine significantly the mission of an EXCEerator School, or (C) expose the College Board to legal liability for claims by third parties; or (ii) upon Grantor's failure to fund. This MOU will be fully terminated when SDHC no longer contains any school designated as an EXCEerator School. In the event of a partial termination, all of the terms and conditions of this MOU will continue to apply to each EXCEerator School remaining in SDHC.

**b. By SDHC**

SDHC may terminate this MOU and its receipt of the funding to be provided hereunder, in whole or in part, only upon a material breach by the College Board of its obligations under this MOU. SDHC will promptly notify the College Board of any material breach, and the College Board will have thirty (30) days to cure any such breach. This MOU will be fully terminated when SDHC no longer contains any school designated as an EXCEerator School. In the event of a partial termination, all of the terms and conditions of this MOU will continue to apply to each EXCEerator School remaining in the SDHC.

**c. Parties' Obligations upon Termination**

Upon expiration of the Initial Term, representatives from the College Board and SDHC will meet to discuss whether the EXCEerator Schools then operating in SDHC will continue to utilize the College Board Programs and Services and/or continue to be identified as EXCEerator Schools, as well as potential funding sources, for continuing to operate any such school as an EXCEerator School. In the event that SDHC and the College Board agree to continue the operation of any EXCEerator School following the Initial Term, the parties will enter into an amendment to this MOU setting forth the terms and conditions on which SDHC shall have the right to continue to operate such EXCEerator School(s) as well as the respective obligations of the parties to one another.

Upon termination of this MOU by the College Board or by SDHC in accordance with the provisions above, SDHC shall cause all terminated EXCEerator Schools to only continue to use the College Board Programs and Services that the SDHC (or students) purchase from the College Board, and SDHC shall promptly cease to identify such school(s) as EXCEerator

Schools. Following termination, the College Board will have no further obligations hereunder, and will cease providing funding, to any terminated EXCELEerator School.

## **VI. Representations and Warranties**

### **a. The College Board represents and warrants to SDHC that:**

1. The College Board is a corporation duly organized and existing, and in good standing under the laws of the State of New York;
2. The College Board is empowered under applicable laws and by its Certificate of Incorporation and By-Laws to enter into and perform this MOU; and
3. The College Board will comply with all applicable laws and regulations in performing its obligations under this MOU.

### **b. SDHC represents and warrants to the College Board that:**

1. SDHC is empowered under applicable provisions of the SDHC Code to enter into and perform under this MOU;
2. The execution and delivery of this MOU by SDHC and the performance by SDHC of its obligations under this MOU have been duly and validly authorized;
3. For purposes of FERPA, the College Board and its employees and independent contractors are “school officials” whom SDHC has determined to have “legitimate educational interests”; and
4. SDHC will comply with all applicable local, state and federal laws and regulations relating to the establishment and operation of schools within SDHC, including, without limitation, FERPA, the Protection of Pupil Rights Amendment and the Americans with Disabilities Act.

## **VII. Indemnification and Limitation of Liability**

### **a. Indemnification.**

1. **By SDHC.** SDHC, to the extent possible, agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when performing its obligations under this MOU and agrees to be liable for any damages resulting from said negligence. To the extent permitted by law, SDHC 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) SDHC's breach of its obligations under this MOU; (b) any breach of SDHC's representations and warranties or covenants contained in this Agreement; (c) the willful misconduct or intentionally tortious conduct of SDHC or any of its employees in connection with the performance of obligations under this MOU; or (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.

**2. By the College Board.** The College Board agrees to indemnify, hold harmless and defend SDHC, 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 SDHC, 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 SDHC's property, and injury or death of any person whether employed by the College Board, SDHC or otherwise.

**b. 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.

## **VIII. Media Relations, Technology and Facilities**

### **a. Media Relations**

The parties agree to work together to ensure proper communication of EXCEerator Schools events and outreach. 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 EXCEerator Schools provided for under this MOU.

### **b. Technology**

SDHC agrees to provide all EXCEerator Schools with the Information Technology (“IT”) infrastructure, hardware, software, and networking capabilities necessary in order to implement the College Board Programs and Services. Such IT access includes network access and Internet connectivity during the professional development institutes, designation of an IT contact or another appropriate staff person to be available during the institutes to assist in the maintenance of such network access and Internet connectivity. In particular, SDHC IT contact shall arrange for access to the SpringBoard Site from SDHC’s information technology system and address any technical issues that may arise in the course of the SpringBoard Program.

## **IX. Miscellaneous Provisions**

### **a. Waiver**

No provision of this MOU, or any breach of any provision of this MOU, may be waived unless the waiver has been expressly declared or recognized as a waiver in writing. No waiver of any breach of any provision of this MOU shall operate as a waiver of any other provision of this MOU or as a waiver of any subsequent breaches of the same or any provision of this MOU.

### **b. Mutual Cooperation and Dispute Resolution**

- 1. Mutual Cooperation.** The College Board and SDHC will cooperate with each other, reasonably and in good faith, for the purposes of facilitating the performance

of their respective obligations and undertakings hereunder and to further the mission of EXCELerator Schools.

**2. Dispute Resolution.** If either party breaches the terms of this MOU for any reason, in addition to other rights and remedies available to the parties, the College Board and SDHC mutually agree to resolve any disputes amicably within a thirty (30) day period. If the dispute is still unresolved after thirty (30) days, the parties agree to escalate any dispute to Eric Smith, Senior Vice President of K-12 and the Superintendent of the SDHC or his/her designee for consideration and resolution.

Should a dispute arise over the terms of this MOU, both parties agree to utilize mediation or other alternative dispute resolution procedures in a good faith effort to resolve the dispute prior to seeking other remedies.

**c. Notices**

All notices or other communications under this MOU shall be made to the parties at their respective addresses set forth below or such other addresses as may be later designated by such party to the other in writing:

**To the College Board:**

The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 713-8000  
Fax: (212) 713-7730  
Attention: Eric Smith

with a copy to:

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

**To SDHC:**

Superintendent of Schools  
School District of Hillsborough County

901 E. Kennedy Boulevard  
Tampa, FL 33602  
Tel: (813) 272-4050  
Attention: MaryEllen Elia

With a copy to:

School Board Attorney  
Thompson, Sizemore & Gonzalez, P.A.  
One Tampa City Center  
201 North Franklin Street  
Suite 1600  
Tampa, FL 33602  
Attention: Tom Gonzalez

**d. No Third Party Rights**

Nothing contained in this MOU, express or implied, establishes or creates any right in or remedy of, or any duty or obligation to, any third party.

**e. Severability**

In case any provision contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, such provision shall not affect any other provision of this MOU, and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

**f. Entire Agreement**

This MOU supersedes any prior oral and written proposals and communications between the College Board and SDHC related to the College Board Programs and Services. This MOU may not be modified unless in writing and signed by both parties hereto.

**g. Counterparts**

This MOU 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.

**Agreed upon this day \_\_\_\_\_, 2007**

**THE COLLEGE BOARD**

**SCHOOL DISTRICT OF  
HILLSBOROUGH COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Eric Smith  
*Senior Vice President, College Readiness Systems*

MaryEllen Elia  
*Superintendent*

**ATTACHMENT A  
PARTICIPATING EXCELERATOR SCHOOLS**

Participating EXCEerator Schools

East Bay High School  
7710 Old Big Bend Road  
Gibson, FL 33534

Leto Comprehensive High School  
4409 West Sligh Avenue  
Tampa, FL 33614

Middleton High School  
4801 North 22<sup>nd</sup> Street  
Tampa, FL 33610

Plant City High School  
One Raider Place  
Plant City, FL 33563

**ATTACHMENT B**  
**EXCELERATOR PROGRAM MODEL**  
**Excel Spreadsheet**  
**(15a and 15b)**

ATTACHMENT B	Obligations				(Party Obligated Noted At Left)				
EXCEerator Schools Program Model-Cohorts 1 & 2	CB	College Board Obligation	Whose Obligation?			Obligations To be Incurred			
Revised 05/18/07	D	District Obligation	Year 0	Year 1	Year 2	Year 3	Reg. Fee <sup>a</sup>	Travel <sup>a</sup>	Lodging <sup>a</sup>
<b>Student-Facing Products</b>									
One AP exam per year for any student enrolled in an AP course, beginning in Year 2					CB	CB			
AP Course Materials: Textbooks, lab equipment, and materials for new AP courses					D	D			
SpringBoard annual per student & book costs covered for grades 9-12				CB	CB	D			
SpringBoard Ancillary Materials				D	D	D			
PSAT fees for 9th, 10th, and 11th graders for one administration per year				CB	CB	CB			
SAT fees for all 11th grade students for one SAT administration per year				CB	CB	CB			
SAT Readiness Official SAT Study Guide for all 10th & 11th graders in Year 1, and for 10th graders in Years 2 and 3				CB	CB	CB			
Annual school-based license for The Official SAT Online Course™				CB	CB	D			
My College QuickStart and MyRoad – Web-based tools that enables students to explore majors, careers, and colleges.				CB	CB	CB			
CollegeEd Workbooks for 9th-12th graders beginning in Year 2					CB	CB			
AVID program membership fee (per school fixed rate fee)				CB	CB	CB			
AVID Elective tutors <sup>b</sup> (1 class of 30 students in Year 1, 2 classes in Year 2, and 3 classes in Year 3) or 10% enrollment				CB	CB	CB			
<b>Teacher-Facing Products &amp; Services</b>									
Local APSI Year 1 up to 20 teachers in 10 core courses, Year 2 up to 10 teachers, 5 days				CB	CB	D	Yes		
AP Annual Conference up to 3 teachers per school, 2 days				CB	CB	D	Yes	Yes	Yes
SpringBoard Summer Institute Year 1, 5 days all math and ELA teachers; Year 2, 2 days				CB	CB				
SpringBoard Follow-up Training 1 day, Fall				CB					
Summer Curriculum Alignment Institute Writing Sessions 5 days for math and ELA teachers				CB	CB				
Pre-AP: Setting the Cornerstones for the AP Vertical Team workshop Year 2, 1 day, teachers					CB				
Pre-AP: Strategies in Science and Strategies in Social Studies or Interdisciplinary Strategies Year 3, Districts select 2, 1-2 days each						CB			
PSAT/NMSQT and AP Potential training delivered by regional staff				CB	CB				
SAT Readiness Teachers Guides 5 per school				CB	CB	CB			
School-Based SAT Preparation Workshop, 1 day, Year 2, fall, teachers					CB				
Learning Walks by EXCEerator Consultant - ½ day per school, 3 times a year				CB	CB				
CollegeEd Teacher's Guides 1 for every 35 students					CB	CB			
CollegeEd Training w/ MyRoad 1 day Year 2 delivered by staff or consultant (District may opt for Year 1 instead if ready)					CB				
AVID Summer Institute registration Year 1 - 8 site team members, Year 2 - 5 site team members				CB	CB		Yes		
AVID Library				CB					
Teacher Stipends: Compensation for teachers during summer and possibly weekend professional development days				D	D	D			
<b>Counselor-Facing Products &amp; Services</b>									
EXCEerator Summer Institute for Counselor 2 counselors per school in Year 1, 1 counselor per school in Year 2				CB	CB		Yes	Yes	Yes
PSAT/NMSQT and AP Potential training delivered by regional staff				CB	CB				
Master Schedule Training for Principals, Assistant Principals, Guidance, and Schedulers, 2 days, Years 1-3, Fall				CB	CB	CB		Yes	Yes
Use of Data as a Tool for Systematic Change for School Counselors Year 2 counselors, 1-day workshop					CB				
School Counselors Navigating the Legal and Ethical Issues of Postsecondary Transitions Year 3 counselors, 1-day workshop						CB			
College Counseling Sourcebook 1 per school				CB					
Counselor Stipends: Compensation for counselors during summer and possibly weekend professional development days				D	D	D			

<sup>a</sup>Assumptions: Registration Fee, actual fee; Travel, average round trip of \$500 per participant; Lodging, average of \$200 per night except for \$275 per night in NYC

<sup>b</sup>Pricing estimates are as follows: for 1 class of 30 students: 3hours/week\*36 weeks\*4 tutors=432 hours @ \$8.00 per hour = \$3,456.00

ATTACHMENT	Obligations				(Party Obligated Noted At Left)				
EXCEerator Schools Program Model-Cohorts 1 & 2	CB	College Board Obligation	Whose Obligation?			Obligations To be Incurred			
Page 2	D	District Obligation	Year 0	Year 1	Year 2	Year 3	Reg. Fee <sup>a</sup>	Travel <sup>a</sup>	Lodging <sup>a</sup>
<b>Principal-Facing Products &amp; Services</b>									
AP Annual Conference for all school principals				CB	CB	D	Yes	Yes	Yes
SpringBoard Administrator's Training 1 day, summer				CB					
CBLIP Optional in Year 2 (10 days)					CB		Yes	Yes	Yes
College Board Forum for all principals, yearly				CB	CB	D	Yes	Yes	Yes
Kick off Session for New Principals		CB							
Leadership Work Sessions				CB	CB	CB	Yes	Yes	Yes
AVID/College Board National Conference one principal, 2 days yearly, March				CB	CB	D	Yes	Yes	Yes
Support Materials (Presentations, Banners, Brochures, Sample Letters, Manuals, etc.)		CB		CB	CB	CB			
<b>District Staff-Facing Services</b>									
Kick-off Session for New Superintendents & Instructional Officers January/February		CB					Yes	Yes	Yes
Superintendent Meetings twice yearly				CB	CB	CB	Yes	Yes	Yes
Project Management Training for Central Office Staff		CB		CB					
Funding & PD for District Coach				CB	CB	CB			
SpringBoard District License Fee (\$4,500 per year)				D	D	D			
AVID District Directors Training				D	D		Yes	Yes	Yes
AVID/College Board National Conference District Director, 2 days yearly, March				CB	CB	D	Yes	Yes	Yes

<sup>a</sup>Assumptions: Registration Fee, actual fee;Travel, average round trip of \$500 per participant;Lodging, average of \$200 per night except for \$275 per night in NYC

**ATTACHMENT C  
BUDGET**

**Funding For SDHC Coach:**

Subject to the District's compliance with the terms and conditions of the MOU, the College Board shall provide the District with a total of \$129,493.30 for Year One in accordance with the estimated costs set forth below to fund the position of District Coach. The estimated costs for Year Two and Year Three may be increased or decreased annually based on the District's raises. College Board shall pay the District in two equal installments during each implementation school year. The College Board shall remit the first payment on or before September 1<sup>st</sup> and the second payment on or before March 1<sup>st</sup> of the following year.

<b>Salary</b>		
2007-2008 school year	\$97,860.40	
<b>Benefits</b>		
Flexible Benefits	N/A	
Health Insurance	\$12,271.69	
Pension	\$9,663.25	
Workers Compensation and Unemployment Insurance	\$1,233.04	
Life Insurance	\$978.60	
FICA/Medicaid	\$7,486.32	
<b>Total Benefits</b>		<b>\$31,632.90</b>
<b>Total Salary</b>		<b>\$97,860.40</b>
<b>Total Compensation</b>		<b>\$129,493.30</b>

**ATTACHMENT D**  
**AVID PROGRAM AND ESSENTIALS**

**AVID Program:** AVID program membership fee, AVID Summer Institute (8 site team members per school, including administrator, counselor, lead teacher and subject area teachers), AVID Library, and AVID Elective tutors (1 class of 30 students in Year One, 2 classes in Year Two, and 3 classes in Year Three)

**AVID ESSENTIALS**

1. AVID student selection must focus on students in the middle, with academic potential, who would benefit from AVID support to improve their academic record and begin college preparation.
2. AVID program participants, both students and staff, must choose to participate in the AVID program.
3. The school must be committed to full implementation of the AVID program, with students enrolled in the AVID year-long elective class(es) available within the regular academic school day.
4. AVID students must be enrolled in a rigorous course of study that will enable them to meet requirements for university enrollment.
5. A strong, relevant writing and reading curriculum provide a basis for instruction in the AVID classroom.
6. Inquiry is used as a basis for instruction in the AVID classroom to promote critical thinking.
7. Collaboration is used as a basis for instruction in the AVID classroom.
8. A sufficient number of tutors must be available in AVID elective class(es) to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities and they must be trained to implement the methodologies used in AVID.
9. AVID program implementation and student progress must be monitored through the AVID Center Data System, and results must be analyzed to ensure success.

- 10.** The school or SDHC has identified resources for program costs, has agreed to implement all AVID Implementation Essentials and to participate in AVID Certification. It has committed to ongoing participation in AVID staff development.
- 11.** An active interdisciplinary AVID site team collaborates on issues of student access to and success in rigorous college preparatory courses.

## ATTACHMENT C

### PARTICIPATING EXCELERATOR SCHOOLS

SDHC shall implement the EXCEerator Schools Program in the following schools. Enrollment is based on Year One figures to be updated annually pursuant to Section IB14 of the MOU:

#### High Schools and Enrollments

Alonso	2,682	Lennard	1,121
Armwood	1,991	New Dover (New School)	1,130 est.
Blake	1,729	New Lutz (New School)	1,130 est.
Bloomingtondale	2,283	Newsome	2,194
Brandon	2,237	Plant	2,165
Chamberlain	2,166	Riverview	2,126
Durant	2,052	Robinson	1,241
Freedom	2,133	Sickles	2,160
Galther	1,862	Spoto	1,463
Hillsborough	1,931	Wharton	2,348
Jefferson	1,898	Tampa Bay Tech	2,001
King	1,871		

#### Middle Schools and Enrollments

Baretels	793	Pierce	1,001
Benito	1,131	Progress Village	849
Buchanan	698	Rampello	272
Burnett	927	Randall	1,485
Burns	1,482	Rodgers	1,091
Coleman	858	Roland	371
Davidson	1,221	Shields	1,178
Dowdell	718	Sligh	842
Eisenhower	1,493	Stewart	916
Farnell	1,365	Tomlin	1,485
Ferrell	430	Turkey Creek	1,073
Franklin	583	Van Buren	737
Greco	861	Walker	1,017
Guinta	1,160	Webb	709
Hill	975	Williams	897
Jennings	931	Wilson	591
Liberty	1,138	Young	699
Madison	625	Adams	1,219
Mann	1,144	Orange Grove	617
Marshall	962	Smith	850
Martinez	1,094		
McLane	1,096		
Memorial	761		
Monroe	759		
Mulrennan	1,063		

**ATTACHMENT D**  
**COLLEGE BOARD PROGRAMS AND SERVICES**

**SPRINGBOARD**

<b>Product/Service</b>	<b>Quantity</b>
SpringBoard Administrator Training (Year 1)	Up to 6 ½ day sessions
SpringBoard Teacher Training for ELA and Math teachers in 6 <sup>th</sup> – 12 <sup>th</sup> grade (Year 1)	Up to 74 4-day sessions
SpringBoard Teacher Training for ELA and Math teachers in 6 <sup>th</sup> -12 <sup>th</sup> grade (Years 2 and 3)	2-day sessions sufficient to include all SpringBoard ELA and Math Teachers
SpringBoard Jumpstart Training (Year 1)	1 3-day session
SpringBoard Jumpstart Training (Year 2 and 3)	1 3-day session
SpringBoard Online (Years 1, 2 and 3)	1 per SpringBoard student
SpringBoard English Language Arts (Years 1, 2 and 3)	1 per SpringBoard ELA student
SpringBoard Math (Years 1,2, and 3)	1 per SpringBoard Math student

**AP**

<b>Product/Service</b>	<b>Quantity</b>
AP Exams (Year One, Year Two, and Year Three)	Per exam

**PSAT/NMSQT**

PSAT/NMSQT Exams (Year One, Year Two, and Year Three)	Per exam
PSAT/NMSQT Exams (Year One, Year Two, and Year Three)	Per exam

**THE SAT READINESS PROGRAM**

<b>Product/Service</b>	<b>Quantity</b>
The Official SAT Online Course with Essay Scoring – High School (Year One, Year Two, and Year Three)	Per student
The Official SAT Online Course with Essay Scoring – Middle School (Year One, Year Two, and Year Three)	Per student
The Official SAT Online Course Professional Development (Year One, Year Two, and Year Three)	4 2-hour training sessions
The Official SAT Online Course District Site License (Year One, Year Two, and Year Three)	For above

**COLLEGE ED**

College Ed Professional Development (Year One)	3 ½ day sessions
College Ed Workbooks	Per Workbook

**SAT REASONING TEST**

SAT Reasoning Test Registration Fee (Year One, Year Two, and Year Three)	Per registration
SAT Reasoning Test Registration Fee Waiver Year One , Year Two and Year Three)	Per registration

**ATTACHMENT E**

**PRICE LIST FOR COLLEGE BOARD PROGRAMS AND SERVICES**

**SpringBoard**

**The College Board shall implement the SpringBoard program at the prices listed below and subject to the terms and conditions set forth in a SpringBoard subscription agreement.**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
SpringBoard Administrator Training (Year One)	Up to 6 ½ day sessions	Free of Charge	None
SpringBoard Teacher Training for ELA and Math teachers in 6 <sup>th</sup> – 12 <sup>th</sup> grade (Year One)	Up to 74 4-day sessions	Free of Charge	Maximum participants per session of 24
SpringBoard Teacher Training for ELA and Math teachers in 6 <sup>th</sup> -12 <sup>th</sup> grade (Year Two and Year Three)	2-day sessions sufficient to include all SpringBoard ELA and Math Teachers	\$3,200 per session	Maximum participants per session of 24
SpringBoard Jumpstart Training (Year One)	1 3-day session	Free of Charge	Maximum participants 24 per session
SpringBoard Jumpstart Training (Year Two and Year Three)	1 3-day session	\$3,750 per session	Maximum participants 24 per session
SpringBoard Online (Year One, Year Two and Year Three)	1 per SpringBoard student	\$9.50/per SpringBoard student per year	SpringBoard students must be at least 90% of district level EXCELErator school enrollment
SpringBoard English Language Arts (Year One, Year Two and Year Three)	1 per SpringBoard ELA student	Year 1 - \$5.95/book Year 2 - \$6.95/book Year 3 - \$7.95/book  Plus current shipping charges at time of shipment	None
SpringBoard Math (Year One, Year Two, and Year Three)	1 per SpringBoard Math student	Year 1 - \$5.95/book Year 2 - \$6.95/book Year 3 - \$7.95/book Plus current shipping charges at time of shipment	None

**AP**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
AP Exams (Year One, Year Two, and Year Three)	Per exam	College Board's then current list price at time of exam	None

**PSAT/NMSQT**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
PSAT/NMSQT Exams (Year One, Year Two, and Year Three)	Per exam	College Board's then current list price at time of exam	tbd
PSAT/NMSQT Exams (Year One, Year Two, and Year Three)	Per exam	Free of Charge	tbd

**SAT Readiness Program™**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
The Official SAT Online Course with Essay Scoring – High School (Year One, Year Two, and Year Three)	Per student	Included in license fee below	Not to exceed total high school enrollment or 45,000 students
The Official SAT Online Course with Essay Scoring – Middle School (Year One, Year Two, and Year Three)	Per student	Included in license fee below	Not to exceed 10% of middle school enrollment or 4,500 students
The Official SAT Online Course Professional Development (Year One, Year Two, and Year Three)	4 2-hour training sessions	Included in license fee below	Workshop Checklist Maximum participants 24 per session
The Official SAT Online Course District Site License (Year One, Year Two, and Year Three)	For above	Year 1 – \$146,687 Year 2 – \$154,127 Year 3 - \$154,127	Above

**SAT Reasoning Test**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
SAT Reasoning Test Registration Fee (Year One, Year Two, and Year Three)	Per registration	College Board's then current List price at time of registration	None
SAT Reasoning Test Registration Fee Waiver	Per registration	Free of charge	Not to exceed 10% of SAT Reasoning Test

Year One , Year Two and Year Three)			Registrations
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**College Ed**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
College Ed Professional Development (Year One)	3 ½ day sessions	\$4,200/session	Furnishing the information required in the attached, Exhibit E-1, Workshop Checklist (“Workshop Checklist”) Maximum 24 participants per session
College Ed Workbooks	Per Workbook	College Board’s then current List price less 15% Plus current shipping charges at time of shipment	Maintenance of status as a member of the College Board

## EXHIBIT E-1 WORKSHOP CHECKLIST

SDHC will collect and provide the College Board with the following implementation information (“Implementation Information”) indicated below:

- District Information.** District contact information, superintendent or Designee’s contact information, District Workshop Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.
- School Information.** SDHC shall provide the school contact information, principal contact information, school workshop coordinator, and where applicable information technology contact.
- Workshop Site.** SDHC shall provide College Board with a venue to host the workshop, which includes a meeting room and where applicable audio-visual equipment.
- Participant Information.** SDHC shall provide the College Board with a list of the number of all workshop participants by subject. SDHC agrees that the College Board may rely on such list in determining the number of materials and of consultants provided by the College Board to SDHC at such workshop
- Designation of Workshop Coordinator.** SDHC shall designate, and shall cause each school to designate, a workshop coordinator. The workshop coordinator shall be SDHC’s principal contact with the College Board and shall assist in the organization and training.
- Information Technology Contact.** SDHC shall designate, and shall cause each school to designate an information technology contact. SDHC information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the workshop.
- Network Access and Internet Connectivity.** SDHC will ensure network access and Internet connectivity during the workshop and, and will require the SDHC information technology contact or another appropriate staff person to be available during the workshop to assist in the maintenance of such network access and Internet connectivity.
- Accommodations and Instruments.** Furnish workshop space and instruments such as overheads, chairs and desks, VCR and monitor, and whiteboards as necessary for the workshops. Furthermore, College Board shall not provide food and or refreshments for participants, unless agreed to in writing prior to the workshop.

SDHC 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.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not receive the information required under this section within said time frame, the College may or may not furnish a Workshop. If the College Board furnishes a Workshop, then the quality of the workshop may be affected, and the College Board shall not be responsible for any problems, issues or effectiveness of the Services based on SDHC’s failure to provide such information on a timely basis.

**ATTACHMENT F**  
**EXCELERATOR SERVICES**

EXCEerator Services represent the joint commitment to implement the above listed reform components the table below describes the responsibilities of both parties required to fulfill this joint commitment:

**Leadership Development**

The following services represent the leadership development component of EXCEerator Services:

<b>EXCEerator Service</b> EXCEerator Leadership Development	<b>College Board</b> Provide facilitators and content consultants to conduct 1 1-day and 6 2-day colloquia according to an agreed schedule generally understood to occur each Winter and Summer	<b>SDHC</b> Select up to 185 participants
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**Curriculum Alignment for ELA and Math**

The following services represent the alignment services for the SpringBoard and AP reform components:

<b>EXCEerator Service</b> ELA and Math Curriculum Alignment Services	<b>College Board</b> Provide facilitators and content consultants to conduct 2 4-day workshops within Year One and Year Two of the term of this MOU	<b>SDHC</b> Select up to 140 middle school and high school ELA and Math teachers to participate in workshops
AP ELA and Math Curriculum Alignment Services	Provide facilitators and content consultants to conduct 2 4-day workshops within the first 2 years of the project	Select up to 32 teachers to participate in the workshops

**College Planning and Creating a College Going Culture**

The following services represent the infrastructure for components designed to for college planning:

<b>EXCEerator Service</b> EXCEerator Summer Institute for Counselors	<b>College Board</b> Provide facilitators and content consultants to conduct 2 5-day workshops within the first 2 years of the project	<b>SDHC</b> Select up to 200 middle school and high school guidance staff members to participate in workshops
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**Program Flexibility**

The following services represent the ability for the reform components to be adapted based upon mutual agreement between the College Board and SDHC:

<b>EXCEerator Service</b>	<b>College Board</b>	<b>SDHC</b>
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EXCEerator Targeted Reform Services

Identify, recommend and evaluate specific reform components designed to address identified issues.

Identify, recommend and evaluate specific reform components designed to address identified issues.

**Program Management**

The following services represent the effort necessary to manage and monitor the progress of the overall EXCEerator implementation:

**EXCEerator Service**

**College Board**

**SDHC**

EXCEerator Instructional Support

Conduct on-site school-level review of program implementation and as necessary consultation on how to improve the implementation of specific programs

Participate in on-site school-level review of program implementation. Make the schools and their staff available

EXCEerator Guidance Support

Conduct on-site school-level review and consultation of the guidance function with a special emphasis on creating a college going culture and college planning

Participate in on-site school-level review of program implementation. Make the schools and their staff available

EXCEerator Program Management

Participate in the assessment of implementation progress and the overall decision making process pertaining to program changes and the resolution of issues

Participate in the assessment of implementation progress and the overall decision making process pertaining to program changes and the resolution of issues

**ATTACHMENT G  
EXCELERATOR SERVICES PRICE LIST**

**EXCELErator Leadership Development**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
Leadership Development Colloquia	1 1-day 6 2-day	\$35,000/colloquia	Workshop Checklist Up to 185 participants per colloquia
Leadership Development Colloquia Additional Participants	Per participant over limit	\$190/participant	For each participant over 185 per colloquia

**Curriculum Alignment for ELA and Math<sup>2</sup>**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
ELA and Math Curriculum Alignment Services	2 4-day workshops	\$80,300/workshop	Workshop Checklist  Maximum 140 participants per workshop
ELA and Math Curriculum Alignment Services Additional Participants	Per participant over limit	\$575/participant	For each participant over 140 per workshop
AP ELA and Math Curriculum Alignment Services	2 4-day workshops	\$22,000/workshop	Workshop Checklist Maximum 32 participants per workshop
AP ELA and Math Curriculum Alignment Services Additional Participants	Per participant over limit	\$688/participant	For each participant over 32 per workshop

**College Planning and Creating a College Going Culture<sup>2</sup>**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
EXCELErator Summer Institute for Counselors	2 5-day workshops	\$39,000/workshop	Workshop Checklist Maximum 200 participants per workshop

<sup>2</sup> The workshop fee does not cover the following costs associated with the workshop: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for personnel, and other on-site or transportation expenses. SDHC shall be responsible for and pay directly the costs not covered by the fee.

EXCELerator Summer Institute for Counselors Additional Participants	Per participant over limit	\$125/participant	For each participant over 200 per workshop
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**Program Flexibility**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
EXCELerator Targeted Reform Services (Year One , Year Two, and Year Three)	As needed	Up to \$490,000/year	Mutual agreement on use

**Program Management**

<b>Product/Service</b>	<b>Quantity</b>	<b>Pricing</b>	<b>Subject to</b>
EXCELerator Instructional Support (Year One, Year Two, and Year Three)		\$500,000/year	Maximum of 68 schools in Years One and Two. This may be expanded, at SDHC's option, to all 72 schools in Year three at the then-current per unit pricing.
EXCELerator Guidance Support (Years 1, 2, and 3)		\$150,000/year	Maximum of 68 schools
EXCELerator Program Management (Year One and Year Two)		Free of Charge	Maximum of 68 schools
EXCELerator Program Management (Year Three)		\$132,800	Maximum of 68 schools