

CONTRACT AMENDMENT NO. 1

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between College Entrance Examination Board, a/k/a The College Board, 250 Vesey Street, New York, NY 10281, (hereinafter called "Contractor"), and the STATE OF COLORADO, acting by and through the Colorado Department of Education, 201 East Colfax, Denver, Colorado 80203 (hereinafter called "Department" or "State.")

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date.") The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Contract for Contractor to provide products and processes for state-specific development, if needed; administration; scoring; reporting; and professional development related to the tenth grade exam during the 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20 school years and the college entrance exam during the 2016-17, 2017-18, 2018-19, and 2019-20 school years. The purpose of this Amendment is to extend the Contract, update the privacy and security language to comply with 22-16-101 *et. al.*, C.R.S., and update various Exhibits for the renewal.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Section IV. Definitions, the following definitions are deleted as they are now redefined in Section X or not used in the Contract: "Covered Information," "Incident," "Personally Identifiable Information (PII) Data," "State Confidential Information," "Student Data," "State Information," "State Records," and "Summary or De-identified Data."
- B. Section V. Term and Early Termination, Subsection A. Initial Term-Work Commencement is amended to extend the Contract until September 30, 2017. The amended section states:

A. Initial Term-Work Commencement

The Parties' respective performances under this Contract shall commence on the Effective Date. This Contract shall terminate on September 30, 2017, unless sooner terminated or further extended as specified elsewhere herein.

- C. Section VII. Payments to Contractor, Subsection A. Maximum Amount remains unchanged. The maximum amount payable by the Department to Contractor is:**

Initial Contract Year (Effective Date to September 30, 2016)	\$720,000.00
Second Contract Year (October 1, 2016 to September 30, 2017)	\$2,914,000.00
Third Contract Year (October 1, 2017 – September 30, 2018)	\$2,914,000.00
Fourth Contract Year (October 1, 2018 – September 30, 2019)	\$2,914,000.00
Fifth Contract Year (October 1, 2019 – September 30, 2020)	\$2,914,000.00
Total for All State Fiscal Years	\$12,376,000.00

- D. Section X. Confidential Information-State Records is hereby deleted in its entirety and replaced with the following Section X. Confidential Information in order to meet the requirements of 22-16-101 et. al., C.R.S.:**

X. CONFIDENTIAL INFORMATION

A. Definitions

1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.
2. "Destroy" means to remove Student Personally Identifiable Information from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in NIST Special Publication 800-88 Guidelines for Media Sanitization so that the Student Personally Identifiable Information is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
3. "Incident" means an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State pursuant to C.R.S. Section 24-37.5-401 et seq. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a State system or Student Personally Identifiable Information or

State Confidential Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

4. "State Confidential Information" means all information, data, records, and documentary materials, regardless of physical form or characteristics, which are of a sensitive nature and belong to the State, including but not limited to any non-public State records, sensitive State data, protected State data, State personnel records and other information or data concerning individuals, which has been communicated, furnished, or disclosed by the State to Contractor. Notwithstanding the foregoing, State Confidential Information shall not include Student Personally Identifiable Information and shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.
5. "Student Personally Identifiable Information (PII)" means information that is collected, maintained, generated, or inferred and that, alone or in combination, personally identifies an individual student or the student's parent or family. Student Personally Identifiable Information includes, but is not limited to a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier such as a student's social security number, student number, or biometric record; other indirect identifiers such as a student's date of birth, place of birth, and mother's maiden name; a student's email address, cell phone number or any other information that allows physical or online contact with a student; a student's discipline or criminal records; a student's juvenile dependency records; a student's medical or health records including, without limitation, records regarding a student's disabilities; a student's socioeconomic information, political affiliations, or religion; a student's text messages, IP address, or online search activity; a student's photos and voice recordings; a student's food purchases; or geolocation information.
6. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations.
7. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

B. General Provisions

1. The State reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, State Confidential Information, PII, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of State Confidential Information and PII. Contractor shall immediately forward to the State's

principal representative any request or demand from a third party for State Confidential Information or PII in the possession of Contractor.

3. Upon request of the State or of the Colorado State Board of Education, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Section X by the State or by a State approved delegate.
4. Contractor shall send the State a written notice which includes a clear explanation of the proposed changes prior to making a material change to Contractor's privacy policies.

C. Confidentiality of State Confidential Information

1. Contractor shall notify its agents, employees, Subcontractors, and assigns who may come into contact with State Confidential Information that each is subject to the confidentiality requirements set forth in this Contract, and shall provide each with a written explanation of such requirements before permitting them to access State Confidential Information.
2. State Confidential Information shall not be distributed or sold to any third party or used by Contractor or its agents except as authorized by this Contract or as approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. State Confidential Information shall not be retained by Contractor or its agents except as permitted in this Contract or approved in writing by the State.
3. Disclosure of State Confidential Information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all costs, expenses, claims, damages, liabilities, and court awards (including attorney fees and costs), incurred by the State in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with State Confidential Information.

D. Subcontractors

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-111 and the requirements of this Section X.
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that the State may terminate the contract with Contractor unless Contractor terminates the contract with Subcontractor as soon as possible after Contractor knows or has reason to know of Subcontractors' or any subsequent subcontractors' material breach.
3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify CDE and the Office of Information Security ("OIS") within one calendar day, regardless of whether the misuse or unauthorized

release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.

4. No later than thirty (30) days after the signing of this Contract, Contractor will provide the State with information detailing the purpose and the scope of the contract between the Contractor and all Subcontractors and the types and uses of PII that Subcontractor(s) holds under the Contract between the Contractor and Subcontractor(s).
5. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Section X.

E. End of Agreement

1. Should Contractor not comply with the requirements of this Section and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, the State may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-105(5).
2. Upon request by the State made before or within thirty (30) calendar days after termination of the Contract, Contractor shall make available to the State a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all PII, State Confidential Information, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.
3. Following the termination of this Contract, Contractor shall, within thirty (30) calendar days, Destroy all PII and State Confidential Information collected, generated, or inferred as a result of this Contract. The Contractor shall notify the State of the date upon which all of the PII and State Confidential Information is Destroyed.
4. The State retains the right to use the established operational services to access and retrieve PII and State Confidential Information stored on Contractor's infrastructure at its sole discretion.

F. Use

1. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.
2. During the term of this Contract, if the State requests the destruction of a student's PII collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within five calendar days after the date of the request unless:
 - a. The Contractor obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's PII; or
 - b. The student has transferred to another state and the receiving state has requested that the Contractor retain the student's PII.

3. Contractor shall use the following protocols to de-identify data that is required to be de-identified pursuant to this Section X (this excludes reporting based on student request and reporting completed per this Contract):
 - a. Contractor may release data to third parties only upon de-identifying the data: removing all personally identifiable information (PII) such that a student's identity is not personally identifiable.
 - b. PII shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
 - c. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
 - d. Contractor shall de-identify data to remove cumulative re-identification risks.
 - e. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly-available directory information and de-identified data releases from education records and other sources would allow for identification of a particular student.
 - f. Contractor shall not release any unique personal characteristics that alone or in conjunction with other information would allow for identification of a particular student.
 - g. Contractor shall have specific steps and methods used to de-identify information to protect the confidentiality of the individuals. Contractor shall, at the request of the State, provide the Department with a De-Identification Guide that lists the steps and methods the Contractor shall use to de-identify the information.

G. Incident

1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify the CDE and OIS within one (1) calendar day and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.
3. Contractor shall determine the cause of an Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to the State within ten (10) calendar days of notifying the State of an Incident. The State reserves the right to propose changes to this plan. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor

shall reimburse the State for the reasonable costs thereof.

4. Disclosure of PII by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Section X. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all direct, consequential and incidental damages arising from an Incident caused by Contractor or its Subcontractors.
5. In the event of an Incident, Contractor shall provide the State or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating or resolving the Incident.

H. Disallowed Activities

A Contractor that uses, creates or acquires PII shall not knowingly engage in any of the following activities:

1. Contractor may collect, use, and share PII for a purpose not strictly authorized by the Contract only with the written consent from both the Department's project manager and privacy office and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian. In the event that the Contractor proposes to use PII, student scores, information, or data for items not listed in this Contract, the Contractor shall make a written, signed request to the Department explaining its desire to use the scores, information, and/or data.
2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Article X, Section H.
3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
 - a. To ensure legal or regulatory compliance or to take precautions against liability.
 - b. To respond or to participate in the judicial process.
 - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.
 - d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with this Section H.3., Contractor shall notify the State within two calendar days of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.
6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by the State or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

I. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section I – Data Security. In addition to these requirements, Contractor shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to C.R.S. Sections 24-37.5-401 through 406 and 8 C.C.R. Section 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. All PII received from CDE shall be considered part of the High data security category and Contractor shall comply with all requirements in OIS policies and procedures required for data categorized as High. Contractor shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee. In the event of conflicts or inconsistencies between this Section X. Confidential Information and OIS policies and procedures, such conflicts or inconsistencies shall be resolved by giving priority to this Section X. Confidential Information.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all PII in its possession, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Contractor shall provide for the security of such PII, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall provide the State or its designated representatives with access, subject to Contractor's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of PII, maintaining State systems, and evaluating physical and logical security control effectiveness.

4. Contractor shall perform, in a form reasonably acceptable to the State, current background checks on all of its respective employees and agents performing services requiring access to PII provided under this Contract. The background checks must include, but are not limited to the following areas: County, State, National and Federal Criminal Records and a Sex Offender Registry Search. In the initial Contract term, the Contractor has thirty (30) days to provide notice that background checks are complete or to provide CDE with the number of persons and the associated positions titles for persons for whom background checks have not been completed should the Contractor believe obtaining background checks is prohibitive. In the event the Contractor believes obtaining background checks is prohibitive, CDE and the Contractor will come to a mutual agreement about the performance of background checks. A background check performed within one (1) year prior to the date an employee or agent begins performance or obtains access to PII shall be deemed to be current.
5. Contractor shall have strong access controls in place.
6. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
7. Contractor shall protect all PII with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
8. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
9. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
10. Contractor shall implement annual intrusion penetration/vulnerability testing.
11. Contractor shall encrypt PII at rest on central computing systems. Contractor shall also encrypt any backup, backup media, removable media, tape or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
12. Contractor shall provide annual, mandatory security awareness and PII handling training for all of its employees/independent contractors handling PII pursuant to this Contract.
13. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
14. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit PII. Contractor shall never send PII via email or transport PII on removable media.
15. Contractor shall have physical security in buildings housing PII, along with controlled

physical access to buildings and/or data centers.

16. Contractor's devices used to copy or scan hard copies of PII must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing PII are discouraged and must be physically secured, not left unattended, and physically Destroyed.
17. Contractor shall protect PII stored in cloud-based systems in the same manner as local PII. Use of free cloud based services is prohibited. Contractor shall use secondary encryption to protect PII in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor and open to CDE inspection and verification. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet. Students and parents have access to their individual student level reports via Contractor's Electronic Score Reporting System.

J. Transparency Requirements

1. No later than thirty (30) calendar days after the signing of this Contract, Contractor shall provide the State with information detailing the purpose and the scope of the Contract, the types of PII that Contractor holds under this Contract, and the uses of PII under this Contract.
2. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from the State.
3. Contractor acknowledges that the State will post this Contract to the State's website.
4. Contractor shall provide transparency to parents, school districts and the public about its collection and use of PII including posting the following information on its public website:
 - a. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.
 - b. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party.
 - c. The types of PII that are collected, generated, or used by the Contractor. This information must include all PII that is collected regardless of whether it's initially collected or ultimately held individually or in the aggregate.
 - d. An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.

Contractor shall update this information on its website as necessary to maintain accuracy. The Contractor acknowledges that the State will post this information on its public website.

K. Exclusions:

This Section X does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
 2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
 3. Limit internet service providers from providing internet connectivity to public schools or to students and their families.
 4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.
 5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.
- L. This Section X does not prohibit Contractor's use of PII to:
1. Use adaptive learning or design personalized or customized education.
 2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
 3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.
 4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.
 5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
 6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to the State, students, parents, or individuals authorized by parents.
 7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that

postsecondary institutions of higher education use in making admissions decisions.

- M. PII may be collected, used, or shared to carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work. Any third parties who receive data to fulfill services outlined by this Section X.M. will be considered Subcontractors and subject to the requirements of C.R.S. §§22-16-108 through 22-16-111 and the requirements of this Section X.

In addition, PII may be collected, used, or shared for the purposes outlined in Section X.M. 1-4 only with the express written consent of the student or the student's parent or legal guardian, even if they are listed in Exhibit A, Statement of Work. This requirement does not apply to Aggregate Data. Contractor will provide students or parents with a detailed paper document to gather the express written consent for the collection, use, and sharing of PII. This form will detail what PII is being collected, the optional nature of providing the PII, information regarding how the PII will be used and shared, processes the students or parents can follow to withdraw their consent, and a contact person for the students or parents to contact with any questions. The Contractor shall not collect, use, or share PII beyond the purposes set forth as follows:

1. Upon receiving the written consent of the student or student's parent or legal guardian as described above, Contractor may collect information about students such as language background, religion, courses taken, student search services, college major, parent's highest level of education, questions to determine entry into scholarship programs, and social security number. This information is used for Contractor's Student Search Service and is not provided to CDE in any form.
 - a. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include SSN, actual test scores (searchable by bands only), disability status, or phone numbers. The consent document for this questionnaire will include information explaining how the PII will be licensed.
 - b. Contractor shall present and treat the questionnaire portion of the College Board examination as administrative, optional, and completely voluntary for students.
 - c. At least two weeks in advance of the student's examination date, Contractor shall provide to schools materials necessary to provide parents and students with notification of the contents of the optional, voluntary SAT and PSAT questionnaire.
 - d. Contractor shall post on a prominent location on its website the optional, voluntary questionnaire portion so that students and parents may review the questions prior to the students taking the exam.
 - e. Contractor shall include in its supervisors' manual, language as provided by the Department, which will clarify for supervisors who are administering the exam that the questionnaire questions are voluntary, optional, and that students may choose to complete some or all of the questionnaire, or leave it blank. There will also be instructions outlining how the express written consent of the students or parents will be gathered. The supervisors' manual shall instruct the supervisors to read aloud to

students the numbered questions that are voluntary and this information will also be explained in the consent form for the questionnaire.

2. **Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:**
 - a. **College and University Electronic Score Reports and Paper Score Reports:** Students can select colleges to send their scores for free up to nine (9) calendar days after taking the exam. Students can send their scores to colleges at any time in the future for a fee. Through ‘score choice,’ students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
 - b. **SAT Trend Reports:** College and universities can see reports containing only Aggregate Data on trends of students who send scores to their schools.
3. **Connecting Students to Higher Education and Scholarship Institutions:**
 - a. **Enrollment Planning Service:** Analysis and reporting service that allows admission professionals to better understand the student market, precisely locate students, and conduct more strategic recruitment activities – only includes Aggregate Data.
 - b. **Segmentation Analysis Service:** A location data tagging service that enables admission professionals to identify promising prospective students by knowing more about where they live and where they go to high school.
4. **Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential.**
 - a. **Access to Opportunity (A2O):** College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources designed to address barriers they may face in the path to college access.
 - b. **State Scholarship Feeds/Data:** State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.
 - c. **National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars and National Merit Scholars):** National Merit Scholars receives student data to provide students with the opportunity to receive national recognition and scholarships. Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.
 - d. **Apply to 4 of More:** Students and educators receive informational packets about the college application process and fee waivers to help them craft more successful application strategies. Students who receive the Apply to 4™ packets are chosen because they used a fee waiver to register for the SAT® or SAT Subject Tests™. Others are chosen on the basis of U.S. Census data. PSAT/NMSQT® and SAT

scores are taken into account to ensure that these students are on track to be ready for college.

- e. **Realize Your College Potential:** Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.
 - f. **Enhancing and Customizing Student Practice:** Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.
5. Contractor may use assessment data to conduct the necessary internal research and analytics to validate and enhance its assessment programs,
 6. **Score Reporting to States, Schools and Districts:**
 - a. **K12 Reporting Portal:** An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.
 - b. **College Bound Seniors Reports:** Currently paper-based, summary data on the graduating class (cohort). Student data files available as well.
 7. **Score Reporting to States and Districts:**
 - a. **Integrated Summary Reporting:** Aggregate Data reporting from across SAT, PSAT/NMSQT, and AP exams.
 8. **Score Reporting to Schools & Districts:**
 - a. **Roster Reporting:** Schools and districts can receive test-taking rosters through an online portal.
 9. **Reporting to Students:**
 - a. **PSAT and SAT Score Reporting:** After each administration, one (1) paper copy of each student's score report (PSAT and SAT) to be mailed to schools for distribution to students and online score reports delivered to students.
 - b. **SAT Question and Answer Services:** Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.
 10. Contractor may use psychometric data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.
 11. If the Contractor licenses any Aggregate Data to external research parties, Contractor shall notify the Department in advance of licensing if such license is exclusive to data identified in this Section X:

- a. The Contractor shall only release data that has an aggregation of data across fifteen (15) or more individuals (e.g., mean SAT critical reading score across the 15 individuals).
- b. Data released to third parties for research purposes shall be released only for furthering an education purpose beneficial to the interests of students, states, schools, and districts.

12. The parties agree that PII, as used in this Contract, refer to information that Contractor obtains solely in connection with this Contract, and shall not be applicable to any information Contractor has or may receive in connection with other programs and services provided to students, parents and educators in the State.

13. Notwithstanding anything to the contrary in this Contract, the parties agree that PII and related assessment information, including, without limitation, scores, shall be used and retained by the Contractor in order to provide College Board assessment-related services.

14. In the event that a student or former student, withdraws his or her consent, the Contractor shall cease all uses, sharing, licenses, and sales of that student’s data upon receiving the withdrawal notification.

E. Section XXIII. Collection and Use of Student Data, Information and Scores is hereby deleted in its entirety as the relevant sections are now included in Section X. Confidential Information.

F. Exhibit A, Statement of Work, Section 13.2.4. Renewal Years is hereby deleted in its entirety and replaced with the following:

13.2.4. Renewal Years

13.2.4.1. The Contractor shall invoice the Department by June 15 of each renewal year.

13.2.4.2. The invoice shall contain all of the following:

13.2.4.2.1. The number of answer documents scored and processed for the Spring Colorado 10th Grade Exam.

13.2.4.2.2. The number of answer documents scored and processed for the Spring College Entrance Exam with Writing.

13.2.4.2.3. The number of answer documents scored and processed for the Spring College Entrance Exam without Writing.

G. Exhibit C, Liquidated Damages, Table SFY 2017 through SFY 2020 – (PSAT 10 and SAT) is hereby deleted in its entirety and replaced with the following new table Exhibit C, Liquidated Damages, Table SFY 2017 through SFY 2020 – (PSAT 10 and SAT):

SFY 2017 THROUGH SFY 2020 – (PSAT 10 AND SAT)

Deliverable	Deliverable Date	Amount
Monthly Reports	3 rd business day of the month	\$500/day
Non-secure Materials In District	No later than two weeks prior to testing	\$10,000/day
Secure Materials In District-PSAT 10	No later than two weeks prior to testing	\$10,000/day
Secure Materials In District -SAT	No later than 3 business day prior	\$10,000/day

	to testing	
Reporting 10 th grade exam Educator Reports via College Board Online Reporting Portal Available (includes scores by institution, by demographics, benchmark reporting, institutional reporting, and roster reporting.)	No later than June 15	\$50,000/day
Reporting 10 th grade exam: State Level Accountability File Posted	No later than June 30	\$50,000/day
10 th grade exam Assessment Interpretive Guide Posted	Prior to release of any reports.	\$500/day
Reporting 10 th grade exam: Student Score Report available via the College Board Online Reporting Portal.	No later than second Friday in June.	\$50,000/day
Reporting 10 th grade exam: Individual Student Level Reports to Schools – Hard Copy	No later than third Friday in June.	\$50,000/day
Reporting College Entrance exam: Student Score Report available via the College Board Online Reporting Portal.	No later than first Friday in June	\$50,000/day
Reporting College Entrance exam: Individual Student Level Reports to Schools – Hard Copy	No later than third Friday in June.	\$50,000/day
Reporting College Entrance exam: State Level Accountability File Posted	No later than June 30	\$50,000/day
College Entrance exam Assessment Interpretive Guide Posted	Prior to release of any reports.	\$500/day
Reporting College Entrance exam: Educator Reports via College Board Online Reporting Portal Available (includes scores by institution, by demographics, benchmark reporting, institutional reporting, and roster reporting.)	No later than June 15	\$50,000/day

- H. Exhibit F, Time Allocation of Key Personnel and Services is hereby amended to reflect changes in Key Personnel as in the attached Exhibit F-1, Time Allocation of Key Personnel and Services. Exhibit F-1 is attached hereto and incorporated by reference. All references to Exhibit F shall also be deemed to reference Exhibit F-1.
- I. Exhibit J, Colorado’s Accommodations Tables references Spring 2016, the accommodations listed in Exhibit J shall also be deemed to apply in 2017.

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR

College Entrance Examination Board

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR

Colorado Department of Education

Katy Anthes, Ph.D., Interim Commissioner

By: Jeremy Singer

Name of Authorized Individual

Katy Anthes
By: Katy Anthes, Ph.D., Interim Commissioner

Title: Chief Operating Officer

Official title of Authorized Individual

Date: 9/27/16

[Signature]
*Signature

Date: September 23, 2016

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: [Signature]
Dave Grier, CPA, CDE Controller

Date: 9-28-2016

EXHIBIT F-1, TIME ALLOCATION OF KEY PERSONNEL AND SERVICES

Table 1: Staff Qualifications and Specifications

Role	Staff Member	Qualifications /Experience	Responsibilities	Percent Effort
Colorado Program Coordinator (Implementation Team)	Sharon Cowley	Certified project manager. 16 years of experience managing complex, large projects requiring coordination across internal and external stakeholders. Experience working on large state assessment implementations.	Manages all aspects of the project plan, serve as the primary liaison with CDE for all technical and operational components of the project.	50%
Assessment Program Expert (Implementation Team and Executive Leadership)	Matt Lisk	Expertise in College Board assessment programs, specifically score reports and interpretations; Over 10 years of experience working with schools and districts in Colorado, and across the U.S., implementing College Board programs as part of curriculum improvement and accountability systems.	Works directly with CDE Executive Director of Assessment. Works closely with districts and schools to understand scores, score reporting, administration processes and procedures.	25%
WRO Director, Colorado Program Manager (Implementation Team)	Stephen McCue	Fifteen years of K12 education experience as an educator and supporting large school districts and state-wide implementation of College Board programs. Experience providing professional development, supporting strategic planning, and using data to inform instructional practice.	Works closely with Project Coordinator and CDE leadership to ensure Project is implemented according to the project plan. Serves as primary liaison to College Board Senior Leadership and manages training, outreach and technical support to districts/schools.	100%
WRO, Associate Director, Colorado Implementation Manager	Sarah Orłowski	A resident of Colorado, the Implementation Manager will have experience providing technical support to districts and schools needing assistance with implementation and logistical support for trainings and outreach efforts, have knowledge of the CO education system and be familiar with train-the-trainer methodologies.	Works closely with all stakeholders to support the statewide implementation Provides vital assistance and support for District Assessment Coordinators (DAS) and School Assessment Coordinators (SAC).	100%
Executive Director, Business Solutions	Tania Husband	Extensive experience leading the implementation of major	Responsible for the customer requirements	40%

Role	Staff Member	Qualifications /Experience	Responsibilities	Percent Effort
(Senior Leadership)		project initiatives which span the many projects and services offered by the College Board. Serve as the technology management point for all front end customer engagement activities across state-wide initiatives. Manage the delivery of large scale, cross-functional state and district implementations.	elicitation activities and for the successful planning and execution of IT related activities for the project.	
Senior Director Assessment Operations (Senior Leadership)	Chuck Johnson	Extensive experience in delivering all facets of operational elements required to deliver College Board assessments, including Pre-ID and Registration, Ordering, Test Administration, Publication Development and Review, Packaging and Distribution, Scoring/Scanning, and Score Reporting. Has worked on multiple state-wide SAT School Day and other College Board assessments implementations.	Provide technical assistance and issue resolution as interface into SAT Program Operations and will oversee operational testing.	30%
Director of Assessment Operations (Senior Leadership)	Stacy Strackovska	Extensive experience in delivering all facets of operational elements required to deliver College Board assessments, including Pre-ID and Registration, Ordering, Test Administration, Publication Development and Review, Packaging and Distribution, Scoring/Scanning, and Score Reporting.	Provide technical assistance and issue resolution as interface into assessment Program Operations.	50%
WRO, Executive Director, K-12 (Implementation Team)	Sandra Williams-Hamp	Over seventeen years of experience managing state and district program implementations, state contracts and unified initiatives and delivering state-wide assessment and district training programs and outreach. Extensive experience managing large district partnerships including LAUSD and Clark County as	Provides management, strategy, and guidance to the implementation team	5%

Role	Staff Member	Qualifications /Experience	Responsibilities	Percent Effort
		well as statewide assessment contracts in Oregon, Idaho, Hawaii, and other western states.		
WRO, Higher Education Executive Director (Senior Leadership)	Kenneth Woods	A Colorado resident with more than twenty years of experience implementing best practices in Admissions offices regarding the use of standardized test scores for admission and scholarships. A former Director of Regional Offices for the University of Denver.	Responsible for ensuring college enrollment professionals understand the components of the SAT scoring and other data/resources that are used to support college admissions, placement and financial aid decisions.	8%
WRO, Regional Vice-President (Executive Leadership)	Scott Hill	More than 25 years of experience in education in the United State and internationally. Scott is the former Undersecretary of Education in California. Extensive expertise in assessments and standards. Executive leadership and oversight of complex implementations and projects.	Responsible for success of overall implementation of project. Primary liaison with College Board Executive Leadership to resolve any issues requiring escalation.	15%
Vice-President Assessment Design and Development (Executive Leadership)	Sherral Miller	Over 25 years of experience overseeing the development of multiple large-scale, national, and state assessment programs, including working closely with multiple states on statewide adoptions of both the SAT and the ACT; From 2008–2010, Sherral worked with ACT, College Board, Achieve, and Student Achievement Partners in developing the Common Core State Standards, an initiative of CCSSO and NGA.	Responsible for overall design, content, and development of assessments.	10%
Lead Psychometrician, Research (Implementation Team)	Deanna Morgan	Extensive experience and psychometric knowledge; decision-making authority; Senior Psychometrician supports all College Board assessments as needed, provides psychometric leadership. Over 15 years'	Guide psychometric decisions; provide psychometric options and recommendations. Participate in TAC meetings; present to a variety of professional and lay audiences	30%

Role	Staff Member	Qualifications /Experience	Responsibilities	Percent Effort
		<p>experience in educational assessment; manages Standard Setting team within the Psychometric group and advises on psychometric issues. Works with cross functional teams to implement a research agenda to monitor psychometric quality. Presents to AP Technical Advisory Committee on psychometric work and issues. Represent College Board on Technical Issues in Large Scale Assessment (TILSA) committee for the Council of Chief State School Officers. Fifteen years' experience as proposal reviewer, session chair, and/or session discussant for the National Council on Measurement in Education, American Educational Research Association, Northeast Educational Research Association, Association of Test Publishers, and American Psychological Association</p>	<p>including the Colorado TAC, the Colorado State Board of Education, media, and community members.</p>	
<p>Psychometrician, Research (Implementation Team)</p>	<p>Anita Rawls</p>	<p>Associate Psychometrician supports all College Board assessments as needed. Over 6 years' experience in educational assessment; has published numerous research, technical, and data reports. Eight years' experience presenting at national and regional educational research conferences.</p>	<p>Assist lead psychometrician in guiding psychometric decisions; Participate in TAC meetings; present to a variety of professional and lay audiences including the Colorado TAC, the Colorado State Board of Education, media, and community members</p>	<p>30%</p>

Role	Staff Member	Qualifications /Experience	Responsibilities	Percent Effort
Senior IT Project and Program Manager (Senior Leadership)	Jack McGurk	Over 11 years of experience managing large-scale IT projects. At the College Board, Jack manages platform architecture, technical roadmap, and extensibility to support College Board's educational partners for the following capabilities: <ul style="list-style-type: none"> Enterprise Bulk Registration and Enrollment State Data Exchange for College Board assessments to include Student, Organization, and Professional data in support of Ordering and Registration. Third Party Student Information System (SIS) integration. 	Responsible for the successful planning and execution of data management activities for the project.	30%
Executive Director Services for Students with Disabilities (special populations) (Senior Leadership)	Steven Pereira	An attorney with 30 years of experience which includes 25 years in the areas of education (including education of ELL students) and disability. Has headed the College Board's Services for Students with Disabilities unit for ten years and has been responsible for managing accommodation policies and processes for state-wide administrations of College Board assessments.	Manage Services for Students with Disabilities process and policies. Primary point of contact to resolve issues pertaining to accommodations.	5%
ETS, Executive Director, College Board Programs	Rui Ferreira	Oversees ETS services which includes item development, test administration, publications/logistics, scoring and score reporting	Program Operations	5%
Pearson, Account Director – National Assessment Services	Tammy Barkhoff, PMP, MSPM	Oversees Pearson services which include answer sheet and test booklet processing	Program Operations	5%
Alorica, VP Strategic Account Management	Beverly Bridges	Oversees Alorica services which include call center support	Program Operations	5%