

125 MLC



Frank Edelblut  
Commissioner

Christine M. Brennan,  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
25 Hall Street  
Concord, NH 03301  
TEL. (603) 271-3495

October 16, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education (NHED) to enter into a **sole source** contract with College Board (VC#164060) New York, NY, in an amount not to exceed \$50,000 to administer Advanced Placement® exams in order to assist income-eligible high school students to participate in the Advanced Placement® program with test fee reductions, effective upon Governor and Council approval through June 30, 2024. 100% General Funds:

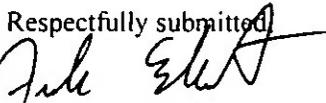
Funds to support this request are available in the account titled Advanced Placement Fee in FY24 as follows:

06-56-56-562010-73740000-073-500583 Grants Non Federal	<u>FY24</u> \$50,000.
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EXPLANATION

The NHED is requesting a **sole source** contract because the Advanced Placement® (AP®) program is administered by the College Board, and they are the singular provider of AP® exams.

The New Hampshire state legislature has included funding in the budget to help cover the cost for all students, especially those who are economically disadvantaged. Students will have the opportunity to take the AP® exam after they complete the Advanced Placement® course in high school. By receiving a passing score on the AP® exams, students who then go on to enroll in an institute of higher education can do so with advanced college credit. That credit gives them the opportunity enroll in higher level courses in their chosen field of study, which gives them an edge in their studies and also serves to reduce the cost of their higher education.

Respectfully submitted  
  
Frank Edelblut  
Commissioner of Education

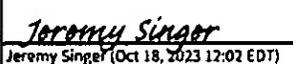
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION:**

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name College Board		1.4 Contractor Address 250 Vesey Street New York, NY 10281	
1.5 Contractor Phone Number 212-713-8121	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Nathaniel Greene, Bureau Administrator Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-573-6556	
1.11 Contractor Signature   Date: 10/18/23 <small>Jeremy Singer (Oct 18, 2023 12:02 EDT)</small>		1.12 Name and Title of Contractor Signatory Jeremy Singer, President	
1.13 State Agency Signature   Date: 10/25/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>   Christopher Bond By: Elizabeth Brown, Attorney Associate Attorney General On: 10/25/23			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto; and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**Special Provisions**

Additional Exhibits D-G

**Confidential Information**

In performing its obligations under this Agreement, the contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

**EXHIBIT B**  
**Scope of Services**

**A. Advanced Placement® Exam Administration**

The Advanced Placement® (AP®) Exams will be furnished by College Board in May of 2024 ("2024 AP® Exam"). With regard to the College Board's administration of the AP® Exams:

- i. College Board and the New Hampshire Department of Education (State) will implement a direct billing arrangement for AP® Exams;
- ii. College Board will provide an online participation form ("AP® Participation Form") for e-signature to each of the State's schools, which authorizes each school to order and administer AP® Exams; and
- iii. Upon the request of the State, College Board shall provide certain data to the State, as further described in Section D.

**B. Direct Billing Arrangement for 2024 AP® Exams**

College Board's standard fee for each 2024 AP® Exam is \$98.00 (ninety-eight dollars), except for AP® Seminar Exams and AP® Research Exams. College Board's standard fee for each 2024 AP® Seminar Exam and each 2024 AP® Research Exam is \$146.00 (one-hundred and forty-six dollars) per exam. The exam fee includes a \$9.00 (nine dollar) rebate per exam that schools can retain to offset exam administration costs. College Board provides a \$36.00 (thirty-six dollar) fee reduction per exam for eligible students with financial need ("College Board AP® Exam fee reduction").

This Agreement covers the direct billing arrangement between College Board and the State for fee-reduced exams and certain standard-fee exams, as described below.

For each AP® Exam, except for AP® Seminar Exams and AP® Research Exams, taken by students who attend New Hampshire public and non-public schools, and who qualify for the College Board AP® Exam fee reduction ("Fee-Reduced Exams"), as indicated by the applicable school's AP® coordinator, the following will occur:

- i. College Board will provide a \$36.00 (thirty-six dollar) fee reduction per exam;
- ii. The applicable school will forego its \$9.00 (nine dollars) rebate per exam;
- iii. The State will pay \$53.00 (fifty-three dollars) to College Board; and
- iv. The student will pay \$0.00 (zero dollars) per exam.

For each AP® Seminar Exam and each AP® Research Exam taken by students who attend a New Hampshire public or non-public school, and who qualify for the College Board AP® Exam fee reduction exam ("Fee-Reduced Exams"), as indicated by the applicable school's AP® coordinator, the following will occur:

- i. College Board will provide a \$36.00 (thirty-six dollar) fee reduction per exam;
- ii. The applicable school will forego its \$9.00 (nine dollar) rebate per exam;
- iii. The State will pay \$101.00 (one-hundred and one dollars) to College Board; and
- iv. The student will pay \$0.00 (zero dollars) per exam.

**EXHIBIT B**  
**Scope of Services**  
**Continued**

**D. College Board Provision of Data and Licensure**

Upon the State's request, College Board will provide participation and performance data ("AP® Participation and Performance Data Reports") for New Hampshire students who took AP® Exams under this contract. The AP Participation and Performance Data Reports will be presented to the Commissioner or designee prior to public release, when applicable, by College Board.

College Board hereby grants the State a limited, nonexclusive, nontransferable, non-assignable right to use the AP® Participation and Performance Data Reports for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students. The State may not use or distribute the score reports externally or to third parties without the expressed written consent of College Board.

**EXHIBIT C  
Budget**

**Fee-Reduced Exam List**

Product	Discounted Unit Price	Not to Exceed
2024 AP® Exam	\$53	\$50,000
2024 AP® Seminar Exam	\$101	
2024 AP® Research Exam	\$101	

**Limitation on Price:** Upon mutual agreement between the state contracting officer and College Board, line items in this budget may be adjusted from one to another but in no case shall the total budget exceed the price limitation of \$50,000.

College Board will bill the State directly based on the number of exams administered. College Board will track all estimated expenditures to ensure the costs do not exceed \$50,000.

**Funding Source:** Funds to support this request are available in the account titled Advanced Placement Fee in FY24 as follows:

06-56-56-562010-73740000-073-500583 Grants Non Federal	<u>FY24</u> \$50,000
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**Method of Payment:** College Board will provide a final invoice to the State, not to exceed \$50,000, for the 2024 AP® Exams by June 30, 2024. If otherwise correct and acceptable, a one-time payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

DEAR@doe.nh.gov

**EXHIBIT D**  
**Contractor Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

**Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)  
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

**Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Revised 6-5-21*

**EXHIBIT E**  
**Federal Debarment and Suspension**

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a. 1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

*Revised 6-5-21*

**EXHIBIT F**  
**Anti-Lobbying**

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-5-21

## EXHIBIT G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV; Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

#### Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised 6-5-21

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COLLEGE BOARD is a New York Nonprofit Corporation registered to transact business in New Hampshire on May 17, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 132063

Certificate Number: 0006135569



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF ATTESTION**

Corporation

I, James Montoya, hereby certify that I am the duly appointed Secretary of  
(Name of Clerk of Corporation)

College Board, I hereby certify that Jeremy Singer  
(Corporation Name) (Name of Contract Signatory)

President, is duly authorized to execute contracts on behalf of  
(Title of Contract Signatory)

College Board and may bind the company thereby.  
(Corporation Name)

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: Oct 18, 2023

ATTEST: James M. Montoya  
James M. Montoya (Oct 18, 2023 10:35 EDT)  
(Signature of Clerk of Corporation)

Secretary of the Corporation  
(Title of Clerk of Corporation)





March 13, 2023

New Hampshire Department of Education  
101 Pleasant Street  
Concord, NH 03301-3852

*Regarding: Contracts document request received March 13, 2023, via email*

To Whom It May Concern:

College Board is a mission-driven, not-for-profit organization that connects students to college success and opportunity. Founded in 1900, the College Board was created to expand access to higher education. Today, the membership association is made up of over 6,000 of the world's leading educational institutions and is dedicated to promoting excellence and equity in education.

Each year, the College Board helps more than seven million students prepare for a successful transition to college through programs and services in college readiness and college success — including the SAT® and AP® programs. The organization also serves the education community through research and advocacy on behalf of students, educators, and schools.

**Our Mission Statement**

College Board is a not-for-profit membership organization committed to excellence and equity in education.

**The Key personnel that will be working on this contract:**

Name	Job Title	>\$25.00/hr.
John Fallon	Executive Director, System Partnerships	x
Dena Johnson	Senior Director, K12	x
James Wilson	Director, Outreach and Implementation	x

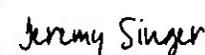
Enclosed you will also find the following requested information:

- 2021-2022 Financial Statement
- List of Board Directors
- Resumes of key personnel

We look forward to working with you on this important endeavor.

Sincerely,

DocuSigned by:

  
JEREMY SINGER  
President



**BOARD OF  
TRUSTEES OF  
COLLEGE BOARD**

**January 13, 2023**

**RESOLUTION APPROVING THE OFFICERS OF THE  
CORPORATION**

**WHEREAS**, the Board of Trustees of the College Board (the "Corporation") is authorized by the Bylaws to appoint certain officers of the Corporation;

**WHEREAS**, the individuals listed below hold positions with roles and responsibilities customarily held by officers or otherwise required by the Bylaws; and

**WHEREAS**, the Chair and Vice Chair are elected by the Membership as officers of corporation.

**THEREFORE, IT IS RESOLVED** that the following persons be, and they hereby are, appointed to the office or offices set forth opposite their names, to hold such office or offices until their respective successor shall have been appointed or until their earlier resignation or removal:

<b>Name</b>	<b>Office</b>
Thomas Moore	Chair, Board of Trustees
Susan Enfield	Vice Chair, Board of Trustees
David Coleman	Chief Executive Officer
Jeremy Singer	President
Daniela Berger Pollack	Chief Financial Officer
James Montoya	Secretary/Chief of Membership, Governance, and Global Higher Education
Jeff Olson	Chief Data Officer and Senior Vice President, Technology Strategy
Stefanie Sanford	Chief of Global Policy, Advocacy & Communications
Peter Schwartz	Chief Risk Officer and General Counsel
Martha Stratis	Chief Accounting Officer & Treasurer

**FURTHER, IT IS RESOLVED**, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to act on and represent, to do or cause to be done all such acts and things, to exercise actual or apparent authority consistent with the duties and responsibilities of such position, and to act in any manner consistent with the duties and responsibilities of such position, such determination being conclusively evidenced by such action.

[jfallon@collegeboard.org](mailto:jfallon@collegeboard.org)

# John T. Fallon

## Professional History

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- |                   |                             |                |
|-------------------|-----------------------------|----------------|
| The College Board | Sales & Marketing Executive | 2005 – Present |
|-------------------|-----------------------------|----------------|
- Current responsibilities include:
    - Executive responsibility for partnerships with state partners and large districts (including CO, MI, IL, IN, OK, WV, CT, DE, RI, NH, D.C. OSSE, and the NYC Department of Education) using the SAT Suite of Assessments as part of a state-wide assessment system and accountability measures.
    - Defining RFI and RFP strategy including partnerships and joint product development activities with potential partners
    - Collaborating with IT, Operations, and product management to develop features (data exchange, data security, online testing, and reporting) valued by state and large district customers
  - Previous responsibilities:
    - Organizational brand and marketing strategy as Chief Marketing Officer
    - Helped create and manage a division that united the regional offices into a sales and service unit
    - Executed a change in focus of the regional teams, primarily focused on the PSAT/NMSQT and related services for AP, SAT, and higher education, that led to a major growth in the number, value, and students receiving opportunities through contracts with states and large districts
    - Built and managed a product specific sales team that grew the SpringBoard (texts, formative assessment, and professional development services) program from revenues under \$10M in 2008 to a national program with revenues over \$27M in 2013

- |           |                 |             |
|-----------|-----------------|-------------|
| Tutor.com | President & COO | 2000 – 2005 |
|-----------|-----------------|-------------|
- Involved as C.O.O. from 3 months after the company was founded in November 1999
  - Collaborated with small senior leadership team (CEO, CFO, CTO) to manage all aspects of the business to grow from pre-revenue to breakeven; maintaining investor and employee equity
  - Led the hiring and creation of technology and marketing teams
  - Built and managed a national sales team that grew contract revenues from start-up to over \$20M in just over 4 years
  - Negotiated software, service, and consulting contracts necessary to create the products and run the business

## Education

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1988-92	B.A. Economics with a concentration in biochemistry	Dartmouth College, Hanover, NH
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# Dena Soled Johnson

• [djohnson@collegeboard.org](mailto:djohnson@collegeboard.org)

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## RELEVANT EXPERIENCE

### **Senior Director, State and District Partnerships, August 2019 – Present | Director, State and District Partnerships, January 2012 – August 2019, The College Board, Waltham, MA**

- Develop and manage implementation of strategic college and career readiness plans for two states and several key, influential districts
- Generate, cultivate, and maintain long-term relationships with schools, districts, and state agencies to promote educational equity, access, and excellence for all students.
- Lead the formulation and execution of comprehensive implementation plans, communication and outreach strategies, and statewide partnership proposals in New Hampshire and Rhode Island.
- Manage and shape statewide adoption of the SAT School Day to fulfill federal accountability requirements in collaboration with Programs, Government Relations, and Policy and Advocacy.
- Regularly develop, customize, and facilitate professional development workshops, presentations, trainings, and engage in best practices consulting for K-12 constituents.

### **Director of Advanced Placement, October 2009 – January 2012, Boston Public Schools, Boston, MA**

- Developed, directed, managed, and implemented BPS' AP Access, Retention, and Achievement Program in conjunction with administering a three-year, \$2.3 million Department of Education Advanced Placement Incentive Program (APIP) grant.
- Oversaw operation of district's Pre-AP and AP program including the establishment of targets and focused diagnostics for 32 high schools and 9 middle schools.
- Created an AP pipeline skill development *AP Mentor* curriculum to strengthen students' problem solving, reasoning, critical thinking, and analytical abilities.
- Instituted and supervised a network of teacher leaders to serve as *AP Content Specialists* to aid classroom teachers and enhance instruction.
- Regularly visited and observed AP teachers' classrooms to provide feedback, promote best practices, and determine individual professional development needs.
- Increased communication and outreach through the development of an *AP Teachers' Wiki*, the delivery of a monthly electronic *AP Newsletter* for teachers, counselors, administrators and families, and the establishment of an annual *AP Conference* for families and students.

### **Social Studies Teacher, August 2008 – May 2009, Roosevelt High School, Sioux Falls, SD**

- Taught multi-level AP United States Government and Politics, Government, and Geography.
- Developed and implemented differentiated curriculum aligned with state and district standards that emphasized a cross-curricular focus with adaptability to meet and cultivate diverse student needs.
- Part of a two-person team that rewrote the AP and Government curriculum for the district.
- All students passed the AP exam with 4s and 5s – the highest overall average scores in the school.

### **Social Studies Teacher, August 1998 – June 2008, Hayfield Secondary School, Alexandria, VA**

- As Lead AP US History teacher, conducted district-wide professional development workshops for teachers in Fairfax and nearby counties.
- In 10 years of teaching AP in a low-income, minority school, consistently had pass rates over 60%.
- Taught 9<sup>th</sup> grade World History and Geography I, 9<sup>th</sup> grade World History and Geography I Learning Disabilities Inclusion classes, 9<sup>th</sup> grade World Civilizations Honors, 10<sup>th</sup> grade World History and Geography II Learning Disabilities Inclusion classes, and 11<sup>th</sup> grade United States History.
- Designed an elective course, Comparative Religion, in which enrollment increased by approximately 50% in two years.

## HONORS

**Third Annual Rhode Island Education Summit**, Providence, RI; October 2014: Panelist in a session entitled: *Increasing and Supporting Minority Enrollment and Retention in Post Secondary Education*

**3rd Annual AP<sup>®</sup> District Honor Roll**, Fall 2012: Out of the 539 U.S. public school districts recognized for increasing access to AP courses and improving the rate at which students earned scores of 3 or higher, BPS was one of only 28 districts that had 30% or greater enrollment of minority and low-income students.

**Governor's School Outstanding Educator**, Richmond, VA; July 2001; July 2005: Nominated by former students for excellence in the classroom.

**Who's Who Among America's Teachers**, 2002; 2005; 2006: Recommended by former students for making "a difference in his/her life."

**National Honor Roll Outstanding American Teachers**, 2006: Selected by a former student for having the "most influence on his life."

## PROFESSIONAL DEVELOPMENT

**New Hampshire Statewide SAT School Day User Group**, Concord, NH; Summer 2016 – Present: In conjunction with the New Hampshire Department of Education, regularly convene a group of educators from across the state who serve as experts and contacts for their regional colleagues to ensure an improved SAT School Day implementation and experience.

**Children and Youth Cabinet**, Providence, RI; Fall 2014 – Winter 2016: Served on the *High School to College and Career Work Group* to increase FAFSA completion rates and determine a strategy to drive better outcomes for Providence students.

**Providence Scholarship Selection Committee**, Providence, RI; Spring 2014 – Present: As a member of the Providence educational community, selected to review scholarship applications and interview students.

**Rhode Island's Destination College/Destino Universidad**, Providence, RI; May 2013: In conjunction with the Rhode Island Department of Education and Providence School District, organized a free, bi-lingual seminar for underserved, under-resourced students and their families featuring workshops about the college process including how to plan, prepare, and pay for college.

**Blackstone Valley Prep Mayoral Academy Advisory Committee**, Providence, RI; January 2013 – June 2013: Part of a small group of educational leaders that shaped the development of a new high school.

**Boston Public School's AP Conference**, Boston, MA; Spring 2010 – Spring 2011: Instituted an annual event for Boston's students and their families to promote advanced learning opportunities and encourage student participation in AP courses.

**Table Leader, Advanced Placement US History Reading**, Louisville, KY; June 2007 – June 2009: Supervised and trained between six and ten college professors and high school teachers to grade the document-based and free-response essay portions of the AP US History exam.

**Faculty Consultant, Advanced Placement US History Reading**, San Antonio, TX; June 2001 – June 2006: Adhered to College Board standards to score the essay portions of the AP exam.

## EDUCATION

**George Mason University**, Fairfax, VA; June 2000 – July 2002, Summa Cum Laude  
Master of Arts in Education (Initiatives in Educational Transformation)

**James Madison University**, Harrisonburg, VA; August 1994 – May 1998, Summa Cum Laude  
Bachelor of Arts in History and Double Minor in Secondary Education and English

# James S. Wilson



LinkedIn Profile



Chicago, IL - also available remote

## Executive Summary

Doctoral student (U of Illinois – Ed Policy, Org & Leadership; Learning Design & Leadership concentration) and former attorney (Georgetown JD/MS) with 15+ years successful experience:

- Leading nonprofit/education/workforce development start-ups and turnarounds
- Fundraising/grant writing & managing multi-million dollar budgets to advance programs and research
- Creating curricula, CMS, and website content/design, as well as LMS integration
- Designing and providing synchronous/asynchronous faculty/staff professional development nationwide
- Teaching and other programmatic services in disruptively innovative environments
- Consulting & advising to families, prestigious public, and private schools during times of student crisis

## Experience



### Director, Outreach & Implementation

CollegeBoard

January 2023 - Present



### Director

Chinese Mutual Aid Association

March 2022 – December 2022

Direct programming, budgeting, fundraising, strategic planning and operations for pan-social service agency's educational divisions: Adult Ed, Workforce Development, Citizenship, K-8 OST and High School Mentoring.



### Consultant

Sample Client List & Services

January 2000 – January 2022

ASSIST Education/Advantages School International - business development, product implementation

- Fordham University/Paul McNelis, R. Bendheim Chair of Economic & Financial Policy - grant writing
- Life Project for Africa - non-profit management, finance, and IRS 990 filing
- Asia Society/NEH - book contributor, translator & consultant RE Islam in SE Asia curriculum content/design
- Asia Society - online curriculum content/design and teacher prof. dev. RE teaching SE Asian history
- Asian American Law Fund of NY/Sylvia Chin, Esq. - state non-profit registration and reporting reconciliation
- Georgetown University/USAID - implement Indonesia antitrust law (diplomatic int'l event coord. & translator)
- Lippo Bank Indonesia/William Sandler, Esq. - business development



### Associate Director, Corporate Work Study Program (CWSP)

Cristo Rey Network - National Office

May 2018 - August 2021

Collaborating with academic leaders, IT and 200+ CWSP staff at nearly 40 schools nationwide, led creation and implementation (including professional development, tech solutions, and funding) of four-year curriculum designed to: (i) integrate and capitalize on Cristo Rey's unique environment providing first-gen-to-college students with real-world corporate as well as a college-prep classroom experience; (ii) imbue students with superior technological, project management, and critical thinking skills to meet 21st Century workforce demands; and (iii) articulate, sequence, and assess student development (contributing to CWSP's nomination for Salesforce award recognizing ed-tech innovation).



### Lead Teacher, Educational Consultant, and Administrator

Newport Academy

Jan 2015 - Jan 2018

Multi-disciplinary teacher/supervisor for high-tech/blended classrooms and educational consultant to families

and their students (ages 13 – 20), advising private schools, public school districts, and colleges across the country to coordinate academic and treatment priorities for young people in an intensive outpatient/partial hospitalization setting. Launched Darien, CT campus, advised enrollment for all of Academy's east coast facilities, and wrote AdvancED-accredited SEL-infused curricula designed specifically for students in recovery.

### Director of Outreach

iMentor

Jan 2013 - Sept 2014

Developed national strategic partners to use iMentor's curriculum, case management and technology to build corporate-to-classroom mentoring empowering underrepresented students to-and-through college, expanding iMentor operations to five new states with \$725,000 in additional business-related and grant-funded income.

### Director of Faculty Development

Fordham University

July 2008 - Jan 2013

Restructured and revitalized internal fellowship and grant programs totaling \$4M annually to attain nearly 40% increase in faculty achieving prestigious publication and/or external funding post such awards, with commensurate increase of Fordham's total multi-year amount of external funding under management from stagnant \$34M to a then historic high of \$59M. Further fostered and promoted the research of faculty from all of Fordham's 9 schools and nearly 30 academic disciplines by creating and implementing professional development programs in grant stewardship and coaching faculty writing for funding, publication, and mass media (including providing extensive writing and editing services); establishing a university-wide interdisciplinary event series to inspire a research culture of cross-collaboration; and partnering with University Marketing & Communications to dramatically increase Fordham faculty's media presence.



### Director, CWSP

Cristo Rey Network - Cristo Rey New York High School (CRNY)

Mar 2004 – June 2008

Member of founding executive team that established nationally lauded high school (NY Times, USA Today) for students from communities underrepresented in colleges and college-track careers. Directing CRNY's separately incorporated corporate work-study program (CWSP) that couples students' classroom education with corporate experience, attained 100 corporate partners to generate over \$2M annually (i.e., 70% of school's operating budget) through the hiring, training, and management of a nearly 400-student workforce.



### Associate Attorney

White & Case LLP

May 2002 - Mar 2004

Attorney (and Hong Kong summer associate) working on infrastructure, equipment and energy investment financing and leasing for cross-border transactions through the firm's International Project Finance/Sovereign practice arena. Extensive pro-bono training and work in nonprofit incorporation, advising and tax; SSI disability appeals for HIV+ adolescents; mentored NYC public school students in moot court competition.

## Education



### University of Illinois Urbana-Champaign

Doctoral Candidate – Ed Policy, Org & Leadership (Leadership & Learning Design)



### Georgetown University

Juris Doctor and Master of Science, *Cum Laude*

Karl F. Landegger Program Honors in International Business Diplomacy

Journal of Law & Policy in International Business, Executive Notes & Book Review Editor



### Berklee College of Music

Bachelor of Music, *Summa Cum Laude*

**College Board**  
**Consolidated Financial Statements**  
**December 31, 2021 and 2020**

**College Board**  
**Index**  
**December 31, 2021 and 2020**

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## Report of Independent Auditors

To the Board of Trustees College Board

### *Opinion*

We have audited the accompanying consolidated financial statements of College Board (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2021 and 2020, and the related consolidated statements of activities, of changes in net assets and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Responsibilities of Management for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.



***Auditors' Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

A handwritten signature in black ink, appearing to read "PricewaterhouseCoopers" followed by initials.

New York, New York  
May 23, 2022

**College Board**  
**Consolidated Statements of Financial Position**  
**December 31, 2021 and 2020**

<i>(in thousands of dollars)</i>	2021	2020
<b>Assets</b>		
Current assets		
Cash and cash equivalents (Note 2)	\$ 253,250	\$ 271,926
Investments (Note 3)	811,875	786,564
Accounts and other receivables	113,131	65,300
Due from Educational Testing Service	30,424	14,641
Grants receivable	2,685	1,745
Prepaid expenses and other current assets	15,900	17,300
Total current assets	1,227,265	1,157,476
Investments, net of current portion (Note 3)	628,722	420,933
Property and equipment, net (Note 4)	40,797	58,748
Capitalized website costs and internal use software, net of accumulated amortization of \$32,484 and \$45,732 in 2021 and 2020, respectively	48,372	41,567
Deferred charges and other assets	9,254	7,526
Total assets	\$ 1,954,410	\$ 1,686,250
<b>Liabilities and Net Assets</b>		
Current liabilities		
Accounts payable, accrued expenses and other	\$ 96,057	\$ 83,697
Deferred revenue	64,257	71,400
Accrued postretirement benefits (Note 6)	1,454	1,351
Total current liabilities	161,768	156,448
Deferred revenue, net of current portion	13,366	17,548
Accrued postretirement benefits, net of current portion (Note 6)	48,173	51,624
Deferred rent and other liabilities, net of current portion	53,712	57,591
Other long-term liabilities	9,841	13,480
Total liabilities	286,860	296,691
Net assets		
Without donor restrictions	1,666,554	1,388,529
With donor restrictions (Note 8)	996	1,030
Total net assets	1,667,550	1,389,559
Total liabilities and net assets	\$ 1,954,410	\$ 1,686,250

The accompanying notes are an integral part of these consolidated financial statements.

**College Board**  
**Consolidated Statements of Activities**  
**Years Ended December 31, 2021 and 2020**

<i>(in thousands of dollars)</i>	<b>2021</b>	<b>2020</b>
<b>Operating revenue</b>		
Fees from programs and services, net	\$ 881,383	\$ 760,341
Membership dues and meetings	3,110	2,588
Net assets released from restrictions	3,440	7,823
Total operating revenue	<u>887,933</u>	<u>770,752</u>
<b>Operating expenses</b>		
Program services (Note 5)		
Advanced Placement and Instruction	385,933	365,425
Assessments	317,274	317,966
College and Career Access	108,372	111,641
State and District Partnerships	28,079	27,639
Puerto Rico and Latin American programs	12,066	12,582
Total program services	<u>851,724</u>	<u>835,253</u>
Membership services	<u>3,871</u>	<u>4,521</u>
Total operating expenses	<u>855,595</u>	<u>839,774</u>
Operating surplus (deficit)	32,338	(69,022)
<b>Nonoperating income</b>		
Investment gain, net	<u>242,428</u>	<u>175,404</u>
Excess of revenues over expenses	274,766	106,382
Pension-related changes other than net periodic pension cost	<u>3,267</u>	<u>(6,888)</u>
Change in net assets without donor restrictions	<u>\$ 278,033</u>	<u>\$ 99,494</u>

The accompanying notes are an integral part of these consolidated financial statements.

**College Board**  
**Consolidated Statements of Changes in Net Assets**  
**Years Ended December 31, 2021 and 2020**

	2021			2020		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>						
Net assets at beginning of period	\$ 1,388,529	\$ 1,030	\$ 1,389,559	\$ 1,289,041	\$ 2,686	\$ 1,291,727
Change in net assets without donor restrictions	278,033	-	278,033	99,494	-	99,494
Foreign currency translation adjustment	(8)	-	(8)	(6)	-	(6)
Grants and contracts with donor restrictions	-	3,406	3,406	-	6,167	6,167
Net assets released from restrictions	-	(3,440)	(3,440)	-	(7,823)	(7,823)
Change in net assets	278,025	(34)	277,991	99,488	(1,656)	97,832
Net assets at end of period	\$ 1,666,554	\$ 996	\$ 1,667,550	\$ 1,388,529	\$ 1,030	\$ 1,389,559

The accompanying notes are an integral part of these consolidated financial statements.

**College Board**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2021 and 2020**

<i>(in thousands of dollars)</i>	2021	2020
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 277,991	\$ 97,832
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities		
Depreciation and amortization	23,339	27,595
Loss from disposal of property and equipment	12,226	-
Net realized and unrealized gain on investments	(247,216)	(187,205)
Pension-related changes other than net periodic pension cost	(3,267)	6,888
Recovery for bad debts	896	1,934
Changes in operating assets and liabilities		
Due from Educational Testing Service	(15,783)	22,458
Accounts and other receivables	(48,727)	20,511
Grants receivable	(940)	240
Prepaid expenses and other current assets	1,400	2,427
Deferred charges and other assets	(1,728)	308
Accounts payable, accrued expenses and other	12,360	1,600
Accrued postretirement benefits	(81)	(63)
Deferred rent and other liabilities	(3,879)	3,072
Deferred revenue and other long-term liabilities	(14,964)	9,011
Net cash (used in) provided by operating activities	<u>(8,373)</u>	<u>6,608</u>
<b>Cash flows from investing activities</b>		
Purchases of property and equipment and expenditures for capitalized website and other software development costs	(24,419)	(27,807)
Purchases of investments	(288,867)	(261,908)
Net proceeds from sales of investments	302,983	259,898
Net cash used in investing activities	<u>(10,303)</u>	<u>(29,817)</u>
Net decrease in cash and cash equivalents	(18,676)	(23,209)
<b>Cash and cash equivalents</b>		
Beginning of period	271,926	295,135
End of period	<u>\$ 253,250</u>	<u>\$ 271,926</u>

The accompanying notes are an integral part of these consolidated financial statements.

# College Board

## Consolidated Notes to Financial Statements

### December 31, 2021 and 2020

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*(in thousands of dollars)*

#### 1. Organization and Basis of Presentation

College Board is a not-for-profit membership association of colleges and universities, secondary schools, collegiate and school systems and educational associations (6,237 members) founded in 1900. College Board's mission is to connect students to college success and opportunity by developing curriculum, tests, and guidance tools to prepare students for college and help them choose a college where they can succeed. College Board is a Section 501(c)(3) not-for-profit organization exempt from U.S. Federal income taxes under Section 501(a) of the Internal Revenue Code (the "IRC") and has been classified as an organization that is not a private foundation under Section 509(a) of the IRC.

The accompanying consolidated financial statements include the accounts of College Board and two wholly-owned for-profit subsidiaries, College Board Holdings LLC, and CollegeBoard India Global Alliance, LLP and are collectively hereafter referred to as the Board ("the Board"). All intercompany balances and accounts have been eliminated in consolidation.

The Board has contracted with Educational Testing Service ("ETS"), an independent not-for-profit corporation founded by the members of the Board in 1947, to provide test development, test administration, customer service, and publications printing and fulfillment services and various administrative functions for certain Board programs. Expenses for services provided by ETS totaled \$274,464 and \$232,523 or 32% and 28% of total expenses for the years ended December 31, 2021 and 2020, respectively.

#### 2. Significant Accounting Policies

The Board's significant accounting policies follow:

##### **Net Assets**

The Board reports information regarding its financial position and activities according to the following two classes of net assets:

##### **Net Assets without Donor Restrictions**

Net assets without donor restrictions include expendable resources over which the Board's Board of Trustees have discretionary control and are used to carry out the Board's operations in accordance with its bylaws. Net assets without donor restrictions also include property and equipment acquisitions and improvements and any other activities that are not restricted by donor-imposed stipulations.

##### **Net Assets With Donor Restrictions**

Net assets with donor restrictions include resources expendable only for those purposes specified by a donor or grantor. The restrictions are satisfied by expenditures of the Board in accordance with the terms of the donation or grant.

##### **Measure of Operations**

The statements of activities include excess of revenues over expenses. Changes in net assets without donor restrictions which are included in excess of revenues over expenses include investment returns. The Board includes in its definition of operations all revenues and expenses that are an integral part of its programs and supporting activities and excludes investment returns and adjustments to net assets without donor restrictions related to the Board's post retirement liability. This definition reflects the way in which the Board manages its ongoing activities.

## **College Board**

### **Consolidated Notes to Financial Statements**

### **December 31, 2021 and 2020**

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*(in thousands of dollars)*

#### **Revenue Recognition**

Revenue related to exchange transactions is recognized under the provisions of ASC Topic 606, *Revenue from Contracts with Customers*. This standard implements a single framework for recognition of all revenue earned from customers. This framework ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services by allocating transaction price to identified performance obligations and recognizing revenue as performance obligations are satisfied.

The Board records revenues from exams as performance obligations are satisfied. Revenue from exams is recognized as the tests are administered and scored. In an effort to ensure accessibility, the Board provides implicit price concessions to eligible students, recorded as a direct reduction to fees from programs and services revenue. Implicit price concessions totaling \$69,444 and \$69,312 were recorded for the years ended December 31, 2021 and 2020, respectively.

The Board licenses certain software under noncancelable term licenses and provides services in conjunction with the initial agreement, including training, installation, data conversion and maintenance. Maintenance consists of product support services and periodic unspecified updates. Revenue from the annual maintenance agreements is deferred and recognized ratably over the related one-year period.

The Board offers subscriptions for recruitment services and recognizes revenue over time based on the terms of the contract. The Board records revenue from publications such as study guides and textbooks, upon delivery. The Board conducts workshops, conferences, and professional development in support of its programs and recognizes revenue upon completion of the event. The Board offers financial aid services and recognizes revenue upon delivery.

The Board allocates the transaction price for multiple performance obligations based on the standalone prices of the services at the inception of the contract.

Deferred revenue represents payments received upfront for maintenance contracts, subscriptions, test units bought but not yet consumed, and multi-year arrangements for which revenue will be recognized as the passage of time elapses and performance obligations are met.

There is no significant financing component associated with these advance payments as the difference between the promised consideration and the cash selling price of the good or service arose for reasons other than the provision of finance.

Accounts and other receivables are presented net of an allowance of \$6,080 and \$5,183 in 2021 and 2020, respectively.

**College Board**  
**Consolidated Notes to Financial Statements**  
**December 31, 2021 and 2020**

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(in thousands of dollars)

The sources of revenue recognized is depicted below:

	2021	2020
Exam fees and related	\$ 698,334	\$ 578,401
Subscriptions	74,758	75,871
Publications	33,873	39,436
Financial aid services	24,738	25,603
Workshops & Conferences	4,861	3,745
Professional Development	7,318	664
Software Licenses and Maintenance	31,867	27,303
Grants	5,634	9,318
	<u>\$ 881,383</u>	<u>\$ 760,341</u>

The Board generally has payment terms with its customers of one year or less and has elected the practical expedient applicable to such contracts not to consider the time value of money.

**Grants Revenue**

Grant Revenue is recognized under the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The amendments in this update provide a framework for evaluating whether grants should be accounted for as exchange transactions or as nonexchange transactions and in determining whether a contribution is conditional or unconditional.

The Board receives funding for sponsored programs from various government agencies, foundations, and corporations. The funding may represent a reciprocal transaction in exchange for an equivalent benefit in return, or it may be a nonreciprocal nonexchange transaction in which the funding provided is for the benefit of the Board, the funding organization's mission, or the public at large. Revenues from nonexchange transactions may be subject to conditions, in the form of both a barrier to entitlement and a refund of amounts paid (or a release from obligation to make future payments). For grants that are conditional nonexchange transactions, revenues are recognized when expenses are incurred. Unspent conditional contributions from grants total \$4,270 and \$4,232 at December 31, 2021 and 2020, respectively. Revenues from unconditional nonexchange transactions are recognized in the period awarded. In the event private grant amounts restricted for a certain purpose are advanced to the Board, such amounts are recorded within net assets with donor restrictions and are released to net assets without donor restrictions when expenses are incurred.

**Cash and Cash Equivalents**

The Board considers all highly liquid financial instruments purchased with a maturity of three months or less, other than those temporarily held from time-to-time in the investment portfolio, to be cash equivalents. The Board maintains its cash and cash equivalents in various accounts which, at times, may exceed federally insured limits and therefore potentially subject the Board to a concentration of credit risk.

The Board's working capital and cash flows have seasonal variations during the year attributable to the annual cash receipts for its products and a concentration of program revenue received in the Spring. To manage liquidity the Board maintains a line of credit with several banks that may be drawn upon as needed during the year to manage cash flow, as discussed in Note 7.

**College Board**  
**Consolidated Notes to Financial Statements**  
**December 31, 2021 and 2020**

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(in thousands of dollars)

The following reflects the Board's financial assets as of the consolidated statements of financial position date, reduced by amounts not available for general use within one year of the consolidated statement of financial position date because of donor restrictions.

	2021	2020
Current assets	\$ 1,227,265	\$ 1,157,476
Less: Donor restrictions for specific purposes	<u>(996)</u>	<u>(1,030)</u>
Financial assets available to meet cash needs for one year	<u>\$ 1,226,269</u>	<u>\$ 1,156,446</u>

**Investments**

Investments are recorded at fair value. Investment income, including realized and unrealized gains and losses, is recorded within the consolidated statement of activities. Purchase and sale transactions are recorded on a trade date basis. Dividends are recorded when declared. Interest income is recorded on an accrual basis. Gains and losses on the sale of investment securities are recognized when realized and are computed on an average cost basis.

**Income Taxes**

Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which the temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Board recognizes in the consolidated financial statements only those tax positions determined to be more likely than not of being sustained upon examination, based on the technical merits of the positions under the presumption that the taxing authorities have full knowledge of all relevant facts. The determination of which tax positions are more likely than not of being sustained requires the use of significant judgments and estimates by management, which may or may not be borne out by actual results. As of December 31, 2021, and 2020, the Board had no reserves for uncertain tax provisions.

**Property and Equipment**

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Provisions for depreciation and amortization are recorded on a straight-line basis over the following time periods:

Property and improvements	35 years
Furnishings, computer equipment and software	3 to 8 years

Leasehold improvements are amortized on a straight-line basis over the shorter of the lives of the assets or the terms of the leases.

**Capitalized Website Costs and Internal Use Software**

Website development costs and costs incurred for the development of internal use software are capitalized and amortized using the straight-line method over the estimated 5 year useful life of the website or related software applications. The Board reassesses the estimated useful lives on a periodic basis considering the effects of obsolescence, technology and other economic factors. The Board reviews all long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

## **College Board Consolidated Notes to Financial Statements December 31, 2021 and 2020**

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*(in thousands of dollars)*

### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("US GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. The more significant estimates made relate to the valuation of investments, account receivable reserves, and actuarial assumptions used in the calculation of postretirement benefits. Actual results could differ from those estimates and the differences could be material.

### **Pension and Postretirement**

The Board recognizes the overfunded or underfunded status of its defined benefit postretirement plan as an asset or liability in its consolidated statements of financial position and recognizes changes in the funded status in the year in which the changes occur.

### **Accounting Pronouncements Adopted by the Board**

In August 2018, the FASB issued ASU 2018-15, Intangibles – Goodwill and Other – Internal Use Software (350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal use software license). The accounting for the service element of a hosting arrangement that is a service contract is not affected by this standard. This ASU is effective for fiscal years beginning after December 15, 2020. The Board's adoption of the standard during the year ended December 31, 2021 did not have a material impact on its consolidated financial statements or disclosures.

### **New Accounting Pronouncements**

In February 2016, the FASB issued the new standard, *Leases* (ASC 842). Under this guidance, lessees will need to recognize virtually all of their leases on the statement of financial position, by recording a right-of-use asset and lease liability. This new standard is effective for fiscal years beginning after December 15, 2021, with early application permitted. The Board is evaluating the impact that this standard will have on the consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments. The previous standard delays the recognition of a credit loss on a financial asset until the loss is probable of occurring. The new standard removes the requirement that a credit loss be probable of occurring for it to be recognized, and requires entities to use historical experience, current conditions, and reasonable and supportable forecasts to estimate their future expected credit losses. The standard is required to be applied using the modified retrospective approach with a cumulative-effect adjustment to net assets, if any, upon adoption. This ASU is effective for the Board for fiscal years beginning after December 15, 2022. The Board is currently evaluating the impact of the new standard on the consolidated financial statements.

### **Reclassification**

Certain amounts in the 2020 consolidated financial statements have been reclassified to conform to the current year's presentation.

## College Board

### Consolidated Notes to Financial Statements

#### December 31, 2021 and 2020

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*(in thousands of dollars)*

### 3. Investments

The Board follows guidance with respect to accounting and reporting for the fair value of its financial assets and liabilities. The guidance establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between participants on the measurement date. Fair value requires an organization to determine the unit of account, the mechanism of transfer, and the appropriate markets for the asset or liability being measured.

The guidance establishes a hierarchy of valuation inputs based on the extent to which the inputs are observable in the marketplace. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last is considered unobservable.

The Board categorizes the financial assets and liabilities, based on the priority of inputs to the valuation technique, into a three-tiered hierarchy which maximizes the use of observable inputs, and minimizes the use of unobservable inputs as follows:

- Level 1      Unadjusted quoted prices in active markets for identical assets or liabilities. Investments in Level 1 may include certain equity and fixed income securities, registered mutual funds and exchange traded funds.
  
- Level 2      Observable inputs other than those included in Level 1, such as quoted prices for similar assets and liabilities, and quoted prices in markets that are not active. Included in Level 2 are certain fixed income, equity investments, and commodities for which observable inputs exist and trade in markets is not considered to be active.
  
- Level 3      Unobservable inputs which trade infrequently or not at all and are supported by little or no market activity and are significant to the fair value of the asset or liability.

For alternative investments, the Board uses the net asset value ("NAV"), provided by external investment managers, as a practical expedient to determine the fair value of investments which (a) do not have a readily determinable fair value and (b) either have the attributes of an investment company or prepare their financial statements consistent with the measurement principles of an investment company.

The value represents the ownership interest in the hedge fund or respective partnership. The NAV of the investments held by limited partnerships and hedge funds that do not have readily determinable fair values are determined by the general partner or hedge fund manager and are based on appraisals, or other estimates that require varying degrees of judgment. The Board has performed due diligence around these investments to ensure NAV is an appropriate measure of fair value as of December 31, 2021 and 2020. The Board's estimate of fair value may differ significantly from the values that would have been used had a ready market for the investments existed because of the inherent uncertainty of valuing these investments and certain underlying investments held by them. These investments may be illiquid, and there can be no assurance that the Board will be able to realize the value of such investments in a timely manner. For partnership

**College Board**  
**Consolidated Notes to Financial Statements**  
**December 31, 2021 and 2020**

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*(in thousands of dollars)*

interests, gains and losses are dependent upon the general partners' distributions during the life of each partnership.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Board believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions. Inputs may include price information, credit data, liquidity statistics and other factors. The Board considers observable data to be that market data which is readily available and reliable and provided by independent sources. The categorization of a financial instrument within the hierarchy is therefore based upon the pricing transparency of the instrument and does not necessarily correspond to the Board's perceived risk of that investment.

The Board's total investments at December 31, 2021 and 2020 are composed of the following current and noncurrent balances:

	2021	2020
Investments, current portion	\$ 811,875	\$ 786,564
Investments, noncurrent portion	628,722	420,933
Total investments	<u>\$ 1,440,597</u>	<u>\$ 1,207,497</u>

The Board's investment return for the years ended December 31, 2021 and 2020 are as follows:

	2021	2020
Interest and dividends	\$ 11,838	\$ 10,946
Realized gains (losses)	84,869	(1,984)
Unrealized gains	162,348	189,189
Investment gains	259,055	198,151
Investment expenses	(16,627)	(22,747)
Total investment gains, net	<u>\$ 242,428</u>	<u>\$ 175,404</u>

**College Board**  
**Consolidated Notes to Financial Statements**  
**December 31, 2021 and 2020**

(in thousands of dollars)

Investments, both current and noncurrent combined are comprised of the following balances at December 31, 2021 and 2020:

	2021	2020
Equity investments	\$ 211,767	\$ 211,334
Equity commingled funds	416,284	387,159
Fixed income	47,048	55,670
Hedge funds	335,280	271,942
Private equity funds	362,284	222,356
Real estate funds	67,934	44,241
Short-term fixed income securities	-	14,795
	<u>\$ 1,440,597</u>	<u>\$ 1,207,497</u>

The Board's consolidated statements of financial position at December 31, 2021 and 2020 include the following assets that are measured at fair value on a recurring basis:

	Assets at Fair Value as of December 31, 2021			
	Level 1	Level 2	Level 3	Total
Equity investments	\$ 210,267	\$ -	\$ -	\$ 210,267
Fixed Income	-	47,048	-	47,048
Short-term fixed income securities	-	-	-	-
Subtotal	<u>\$ 210,267</u>	<u>\$ 47,048</u>	<u>\$ -</u>	257,315
Investments measured at net asset value				1,181,782
Investments measured at cost				1,500
Total investments				<u>\$ 1,440,597</u>

	Assets at Fair Value as of December 31, 2020			
	Level 1	Level 2	Level 3	Total
Equity investments	\$ 208,334	\$ -	\$ -	\$ 208,334
Fixed Income	-	55,670	-	55,670
Short-term fixed income securities	-	14,795	-	14,795
Subtotal	<u>\$ 208,334</u>	<u>\$ 70,465</u>	<u>\$ -</u>	278,799
Investments measured at net asset value				925,698
Investments measured at cost				3,000
Total investments				<u>\$ 1,207,497</u>

## College Board

### Consolidated Notes to Financial Statements

#### December 31, 2021 and 2020

(in thousands of dollars)

The Board's assets with a fair value estimated using NAV as a basis at December 31, 2021 and 2020 are as follows:

	Fair Value Estimated Using Net Asset Value Per Share December 31, 2021				
	Fair Value	Unfunded Commitment	Settlement Terms *	Redemption Frequency *	Redemption Notice Period*
Hedge funds	\$ 335,280	\$ 6,565	Generally 90% - 95% paid within 10 business days -45 days, remainder generally paid upon completion of the next annual audit	Monthly - Illiquid	45 days-5 months
Private equity funds	362,284	139,124	None	Fund end date	None
Equity commingled funds	416,284	-	Generally 90% - 95% paid within 10 business days -45 days, remainder generally paid upon completion of the next annual audit	Monthly - Illiquid	30 days - 12 months
Real estate funds	67,934	38,916	None	Fund end date	None
	<u>\$ 1,181,782</u>	<u>\$ 184,605</u>			

\* Amounts noted herein are general descriptions. Specific terms and conditions for each fund can vary.

	Fair Value Estimated Using Net Asset Value Per Share December 31, 2020				
	Fair Value	Unfunded Commitment	Settlement Terms *	Redemption Frequency *	Redemption Notice Period*
Hedge funds	\$ 271,942	\$ -	Generally 90% - 95% paid within 10 business days -45 days; remainder generally paid upon completion of the next annual audit	Quarterly - Biennially	45 days-5 months
Private equity funds	222,356	119,362	None	Fund end date	None
Equity commingled funds	387,159	-	Generally 90% - 95% paid within 10 business days -45 days, remainder generally paid upon completion of the next annual audit	Monthly - Illiquid	10 days - 12 months
Real estate funds	44,241	32,703	None	Fund end date	None
	<u>\$ 925,698</u>	<u>\$ 152,065</u>			

\* Amounts noted herein are general descriptions. Specific terms and conditions for each fund can vary.

## College Board

### Consolidated Notes to Financial Statements

#### December 31, 2021 and 2020

(in thousands of dollars)

#### 4. Property and Equipment

Property and equipment consisted of the following at December 31, 2021 and 2020:

	2021	2020
Leasehold improvements	\$ 45,486	\$ 71,558
Construction in progress	15	4,346
Furnishings, computer equipment and software	23,575	29,902
	<u>69,076</u>	<u>105,806</u>
Less: Accumulated depreciation and amortization	28,279	47,058
Net property and equipment	<u>\$ 40,797</u>	<u>\$ 58,748</u>

Depreciation expense was \$9,173 and \$10,273 for Property and Equipment, and \$14,166 and \$17,322 for Capitalized Website Costs and Internal Use Software for the years ended December 31, 2021 and 2020, respectively.

#### 5. General and Administrative Expenses

Included in program services are allocations of general and administrative expenses ("G&A expenses"), including certain administrative, information technology, facilities and related depreciation, and other support expenses. Expenses are allocated to programs based on various allocation methodologies, including program revenues, headcount, and level of effort for the years ended December 31, 2021 and 2020.

Direct expenses are defined as program specific expenses for the years ended December 31, 2021 and 2020. The following tables provide a reconciliation of the direct program service expenses to the program by function:

	2021									
	Advanced Placement and Instruction	Assessments	College and Career Access	State and District Partnerships	Puerto Rico and Latin American programs	Subtotal Direct Expenses	General and Administrative Expense Allocations	Expenses After Allocations	Membership	
Salaries and benefits	\$ 56,805	\$ 12,772	\$ 12,726	\$ 17,660	\$ 4,785	\$ 104,728	\$ 192,785	\$ 297,493	\$ 1,418	
Consulting	6,020	1,435	1,312	596	249	9,612	29,606	39,218	-	
Contract vendor expenses	169,786	142,660	11,172	-	2	323,640	6,920	330,560	-	
Furniture, office expenses and other	3,629	45	397	174	266	4,511	4,962	9,473	793	
Awards and contributions	623	3,109	4,578	3	1	8,314	155	8,469	-	
Travel	284	111	83	73	32	563	503	1,066	47	
Committee, meeting and conference	134	46	191	417	27	815	174	989	415	
Exam development and program operations	18,030	8,223	773	656	2,020	29,702	(222)	29,480	448	
Publications	7,518	3,573	28	2	-	11,121	70	11,191	42	
Marketing	1,197	884	1,375	1	30	3,487	1,077	4,564	-	
IT costs	3,418	2,768	1,229	11	389	7,815	32,251	40,066	7	
Grants and contracts expense	83	46	1,313	3,541	2	4,985	-	4,985	-	
Occupancy costs	996	394	225	2,694	902	5,181	46,237	51,418	1	
Depreciation expense	6,907	6,735	58	373	372	14,445	8,894	23,339	-	
Chargebacks	13,995	56,909	51,841	1,879	22	124,646	(125,233)	(587)	700	
	<u>\$ 269,375</u>	<u>\$ 239,730</u>	<u>\$ 87,301</u>	<u>\$ 28,080</u>	<u>\$ 9,079</u>	<u>\$ 653,565</u>	<u>\$ 198,159</u>	<u>\$ 851,724</u>	<u>\$ 3,871</u>	

## College Board

### Consolidated Notes to Financial Statements

#### December 31, 2021 and 2020

(in thousands of dollars)

	2020								
	Advanced Placement and Instruction	Assessments	College and Career Access	State and District Partnerships	Puerto Rico and Latin American programs	Subtotal Direct Expenses	General and Administrative Expense Allocations	Expenses After Allocations	Membership
Salaries and benefits	\$ 88,818	\$ 14,532	\$ 14,888	\$ 17,409	\$ 6,189	\$ 119,814	\$ 180,148	\$ 209,982	\$ 2,504
Consulting	7,369	1,649	1,186	550	395	11,151	35,634	48,785	-
Contract vendor expenses	150,352	139,814	10,502	-	10	300,478	7,009	307,577	-
Furniture, office expenses and other	1,785	295	479	379	253	3,191	8,243	9,434	84
Awards and contributions	59	21	4,844	1	-	4,725	430	5,155	-
Travel	1,476	251	280	418	51	2,456	1,094	3,550	76
Committee, meeting and conference	423	118	180	690	30	1,441	589	2,040	323
Exam development and program operations	20,234	10,178	929	246	1,281	32,868	333	33,199	310
Publications	10,927	4,223	22	6	12	15,190	63	15,253	122
Marketing	1,004	986	1,049	-	8	3,018	1,652	4,670	-
IT costs	1,779	7,015	1,093	343	422	10,652	33,090	43,742	-
Grants and contracts expense	2,046	273	2,877	3,422	11	8,629	375	9,004	-
Occupancy costs	905	335	277	1,818	831	4,166	24,127	28,293	-
Depreciation expense	6,271	10,846	76	471	423	17,887	9,706	27,595	-
Chargebacks	17,341	62,692	55,114	1,854	81	137,082	(138,098)	(1,006)	1,102
	<u>\$ 288,787</u>	<u>\$ 252,806</u>	<u>\$ 93,568</u>	<u>\$ 27,637</u>	<u>\$ 9,955</u>	<u>\$ 672,756</u>	<u>\$ 162,497</u>	<u>\$ 835,253</u>	<u>\$ 4,521</u>

#### 6. Pension and Other Retirement Benefits Organization

The Board has a defined contribution retirement 401(a) plan through Teachers Insurance and Annuity Association ("TIAA") covering substantially all employees. The Board contributes a percentage of each eligible employee's base salary to the plan after a contribution has been made by the employee to a separate, tax-deferred annuity 403(b) plan. Pension costs are funded as accrued. Benefits under the plan vest according to plan provisions. Pension expense amounted to \$22,904 and \$25,960 for the years ended December 31, 2021 and 2020, respectively.

The Board has an active 457B deferred compensation plan which is offered to select management. The employee contributions are capped at the annual Federal limit for deferred compensation. The assets related to this plan are included in deferred charges and other assets and amounted to \$7,709 and \$6,439 as of December 31, 2021 and 2020, respectively. The assets primarily consist of money market funds and other marketable securities which are considered Level 1 based on the fair value hierarchy described in Note 3. The liabilities that relate to these plans are included in other long-term liabilities.

In addition to providing pension benefits, the Board provides certain health care and life insurance benefits for retired employees who meet certain minimum age and length of service requirements. These postretirement benefits are accounted for on an accrual basis as employees render services.

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The following table provides a reconciliation of the changes in the plan's benefit obligation and a statement of the funded status of the plan as of December 31, 2021 and 2020:

	2021	2020
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 52,975	\$ 46,150
Service cost	1,292	1,204
Interest cost	1,449	1,606
Participant contributions	677	540
Actuarial loss/(gain)	(2,478)	5,282
Benefits paid	(2,050)	(1,807)
Curtailment gain	(2,264)	-
Special/contractual termination benefits	26	-
Benefit obligation at end of year	<u>49,627</u>	<u>52,975</u>
<b>Funded status</b>		
Unfunded status at end of year	<u>\$ 49,627</u>	<u>\$ 52,975</u>

Net periodic postretirement benefit cost for the years ended December 31, 2021 and 2020 includes the following components:

	2021	2020
Service cost	\$ 1,292	\$ 1,204
Interest cost	1,449	1,606
Actuarial loss	617	216
Net periodic postretirement benefit cost	<u>\$ 3,358</u>	<u>\$ 3,026</u>
Special/contractual termination benefits	26	-
Disclosed net benefit cost	<u>\$ 3,384</u>	<u>\$ 3,026</u>

	2021	2020
<b>Amounts recognized in non-operating activity in net assets without donor restrictions</b>		
Net actuarial loss	<u>\$ 5,965</u>	<u>\$ 11,324</u>
Amounts recognized in nonoperating activity in net assets without donor restrictions	<u>\$ 5,965</u>	<u>\$ 11,324</u>

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	2021	2020
<b>Change in net assets without donor restrictions</b>		
Actuarial gain amortized during the year	\$ 617	\$ 216
Actuarial gain/(loss)	2,478	(5,282)
Curtailment gain	2,264	-
<b>Total change in net assets without donor restrictions</b>	<b>\$ 5,359</b>	<b>\$ (5,066)</b>

Assumed discount rates have a significant effect on the amounts reported, and changes in the discount rate from year to year can result in material fluctuations in the amounts reported.

	2021	2020
<b>Assumptions and dates used for accrued postretirement benefits</b>		
Discount rate	3.06 %	2.80 %
Current year medical trend	6.00 %	6.25 %
Ultimate year medical trend	5.00 %	5.00 %
Year of ultimate medical trend rate	2026	2026
Current year dental trend	5.00 %	5.00 %
Ultimate year dental trend	5.00 %	5.00 %
Year of ultimate dental trend rate	2021	2020
Measurement date	12/31/2021	12/31/2020
Census date	1/1/2021	1/1/2020
<b>Assumptions used to determine expense</b>		
Discount rate	2.80 %	3.50 %
Current year medical trend	6.25 %	6.50 %
Ultimate year medical trend	5.00 %	5.00 %
Year of ultimate medical trend rate	2026	2026
Current year dental trend	5.00 %	5.00 %
Ultimate year dental trend	5.00 %	5.00 %
Year of ultimate dental trend rate	2020	2019

The expected benefits to be paid in each of the next five fiscal years and in the aggregate for the five fiscal years thereafter are:

During fiscal year ending December 31, 2022	\$ 1,476
During fiscal year ending December 31, 2023	1,598
During fiscal year ending December 31, 2024	1,744
During fiscal year ending December 31, 2025	1,799
During fiscal year ending December 31, 2026	1,979
During fiscal year ending December 31, 2027 through December 31, 2031	11,980

The employer contribution for the fiscal year ending December 31, 2022 is projected to be \$1,430.

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**7. Commitments and Contingencies**

**Commitments**

The Board is obligated under operating leases for office space and equipment requiring minimum annual rentals as follows:

<b>Years ending December 31,</b>	
2022	\$ 25,188
2023	24,569
2024	24,537
2025	25,397
2026	25,540
Thereafter	<u>180,453</u>
	<u>\$ 305,684</u>

Certain leases are subject to escalation clauses relating to increases in building operating expenses, real estate taxes and utilities. Rental expense on real property was \$24,219 and \$26,415 for the years ended December 31, 2021 and 2020, respectively.

The Board signed a lease termination agreement and sublease arrangements for part of its office space in 2021 which resulted in \$26,160 in additional expenses which includes \$11,992 for disposals of property and equipment.

The Board subleases certain office space to third parties. Future sublease rental payments pursuant to these subleases are as follows:

<b>Years ending December 31,</b>	
2022	\$ 4,014
2023	4,245
2024	4,024
2025	3,928
2026	4,026
Thereafter	<u>28,115</u>
	<u>\$ 48,352</u>

Office space sublease rental income was \$1,801 for the year ended December 31, 2021.

The Board has a committed operating line of credit not to exceed \$65,000, an uncommitted line not to exceed \$15,000, and another irrevocable standby letter of credit for \$710, with variable interest rates. At December 31, 2021 and 2020, there were no balances outstanding under these lines. The Board was in compliance with the financial covenants related to the line of credit at December 31, 2021 and 2020.

Certain private equity and real estate funds are subject to periodic capital calls over the life of the funds, as determined by the funds' management. The Board is committed to fund \$184,605 and \$152,065 of additional capital to private equity and real estate funds as of December 31, 2021 and 2020; these commitments are callable over the next 12 years.

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*(in thousands of dollars)*

**Contingencies**

There are various lawsuits and claims pending against the Board which arose in the ordinary course of business. In the opinion of management, claims and lawsuits pending against the Board will not have a material effect on the Board's financial position, activities, or cash flows.

**8. Net Assets With Donor Restrictions**

Net assets with donor restrictions are restricted for the following purposes as of December 31:

	2021	2020
Educational/public service	\$ 996	\$ 1,030
	<u>\$ 996</u>	<u>\$ 1,030</u>

Net assets with donor restrictions were released from restrictions during the year ended December 31 in fulfillment of the following purposes:

	2021	2020
Educational/public service	\$ 3,440	\$ 7,823
	<u>\$ 3,440</u>	<u>\$ 7,823</u>

**9. Subsequent Events**

The Board has evaluated subsequent events through the issuance of these consolidated financial statements on May 23, 2022, which is the date the consolidated financial statements were issued.