

**CHINESE GUEST TEACHER PROGRAM
2011-2012 Program Terms and Conditions**

1. Purpose.

This document contains the Program Terms and Conditions ("PTAC") applicable to the participation of Carroll County Schools host school or host district ("School") in the Chinese Guest Teacher Program ("Program"), administered by the College Board.

Definitions of words and phrases used in this document are provided in Section 13, Definitions.

2. School Obligations.

School agrees to comply with the requirements and fulfill the commitments ("School Obligations") contained in the following documents, in the following order of precedence:

- (A) these Program Terms and Conditions, including policies and guidelines referenced herein or later issued by College Board;
- (B) School's application to participate in the Program, with any amendments; and
- (C) Chinese Guest Teacher Program Guidelines for Host Schools and Districts ("Guidelines").

3. Term.

School Obligations are effective on May 20, 2011 and shall expire on June 30, 2012, unless the Program or School's participation in the Program is sooner terminated in accordance with Section 11, Termination.

4. Program Implementation.

School agrees to comply with the following requirements and fulfill the following commitments, as supplemented by the Guidelines issued by College Board:

- (A) Position Appointment: Appoint 1 Chinese guest teacher(s) ("Teacher") assigned to the School to a temporary, full-time teaching position with a period of appointment from Aug 1, 2011 ("Start Day") to June 30, 2012 ("End Day"), which position includes classroom teaching, curriculum and materials development, School Chinese program development, cultural enrichment activities, and other related activities.
- (B) Appointment Confirmation: Issue to each Teacher a signed written confirmation of the teaching appointment ("Appointment Document"), on School letterhead, which contains information set forth in the template appended to these PTAC as Appendix A. Each teaching site identified in the Appointment Document must be within the same school district, and in no event may School require Teacher to work at more than two (2) teaching sites in one day, or at three (3) teaching sites total without Prior Approval.
- (C) Program Management:, School shall:
 - i. Arrange for Teacher's airport meet and greet;
 - ii. Arrange for "settling in" assistance to Teacher;

- iii. Provide Teacher with a School and local community orientation;
 - iv. Prepare existing School faculty for Teacher's arrival;
 - v. Introduce Teacher to School through welcoming and other activities;
 - vi. Assist Teacher with making social contacts;
 - vii. Include teacher in professional development and learning opportunities available to visiting teachers;
 - viii. Explain School policies and procedures to Teacher;
 - ix. Assist Teacher with teaching assignments, curriculum development, and professional goals; and
 - x. Observe Teacher's classroom instruction.
- (D) Mentors: Designate and assign to each Teacher at least one School academic/professional mentor, and at least one School cultural mentor, each mentor having responsibilities.
- (E) Development and Training: Make available to each Teacher professional development or job-related training programs commensurate with those professional development or training programs provided to similarly situated teachers in School or School's district, and allow Teacher to attend professional development and other workshops organized for Teacher by College Board.
- (F) Prohibition on Teacher Recruitment: Ensure that Teacher will not permanently replace full-time or part-time employees of School, and ensure that School does not engage in any activity designed to recruit or train Teachers for permanent employment in the United States.
- (G) Chinese Programs: Confirm the School's intent to continue offering Chinese language courses beyond the term of Teacher's appointment with School, through employment of a full-time Chinese language teacher or through other arrangements designed to ensure continuity of Chinese language courses.
- (H) Teaching Sites: Ensure that Teacher will teach only at the teaching site(s) identified in the Appointment Document; provided, however, that Teacher may participate in occasional School field trips and School activities outside these locations. If there are any changes in the teaching site(s), School will obtain their Appointment Document with the teacher and notify College Board of the changes at least two weeks in advance of the changing site.
- (I) Teaching Resources: Furnish each Teacher with teaching materials, resources, work space, supplies, and other related assistance comparable to other teachers at School.
- (J) Teacher Access: Provide each Teacher with access to a computer, electronic mail (including a School e-mail address), School libraries, facilities, events, and activities, consistent with School policies applicable to other teachers at School.
- (K) Ensure, that each Teacher meets all applicable prerequisites, standards, and requirements for teaching in the state, county, district, and all School sites.
- (L) Housing and Transportation: As applicable under Section 6, all housing must be consistent with the housing guidelines outlined below:

i. School-provided or -identified housing must include a private bedroom for each Teacher in a private or shared apartment or house, equipped with basic furnishings in clean and good condition, and basic utilities (electricity, water, gas, and heat/air conditioning depending on location). If such housing shall be arranged with a local host family, then the housing should meet any relevant J-1 visa sponsor requirements issued by the Institute of International Education ("IIE"), and upon request School shall submit to College Board, the following information:

1. Name, address, and telephone number of host family and the phone number and address for the location where Teacher will be staying upon arrival, if different;
2. Host family selection and screening procedures undertaken by School;
3. Protocols and procedures relating to (a) Teacher's ability to raise with School concerns, complaints, and any other items pertaining to room and board; and (b) alternative placements for Teacher if a host family placement is not successful; and
4. Copy of any written agreement between School and the host family, and any written agreement between Teacher and the host family.

(M) Nondiscrimination: Treat Teacher with dignity and civility; comply with all applicable nondiscrimination and employment laws; and not engage in any form of discrimination, harassment, or other inappropriate conduct toward Teacher.

(N) Host Institution Orientation: Attend a Host Institution Orientation furnished by the College Board for all institutions hosting guest teachers in 2011-2012 to acquire an overview of hosting Chinese guest teachers. The orientation will be offered once in person in April 2011 and twice online through Webinars in May and June 2011.

(O) School shall maintain its accreditation and comply with local and state rules, regulations and laws. The School shall maintain clean, safe and well-maintained buildings that accommodate the School at full enrollment.

5. Teacher Immigration Status.

(A) Visa Sponsor: IIE has been retained to serve as the J-1 exchange visitor visa sponsor for Teachers and will arrange for all immigration-related forms and documents required by U.S. federal regulations. IIE will issue to each Teacher a "Terms of Appointment" document, a sample copy of which is attached to this Agreement as Appendix B.

(B) Insurance: Consistent with U.S. J-1 visa requirements, IIE will directly or indirectly through a third party provide each Teacher with adequate health and accident insurance, subject to School's compliance with Section 7(A). In the event School chooses to furnish health and accident insurance to Teacher, School may do so at its own expense, provided that (a) such insurance shall meet U.S. federal requirements, and (b) School provides documentation of such insurance to College Board on or before June 10, 2011. Subject to School's compliance with the previous sentence, the health insurance fee set forth in Section 7(A) will be waived by College Board.

- (C) **Visa Compliance:** School acknowledges that Teacher may not participate in the Program without a valid visa and that Teacher is required to abide by all rules and regulations applicable to his/her visa. Therefore, School acknowledges that the assignment of Teacher to School is contingent upon Teacher's receiving an appropriate visa to enter the United States. In the event a Teacher assigned to School is unable to acquire such visa or such visa is revoked, College Board will unassign or remove Teacher from the Program, and School acknowledges that although, the College Board may try, there is no assurance that a replacement Teacher will be assigned to School.
- (D) **Return to Home Country:** School acknowledges that each Teacher shall be required to return to his/her home country upon completion of Teacher's appointment to School, in order to share the skills and knowledge that such Teacher gained while in the United States.
- (E) **Cooperation:** School shall cooperate in good faith with College Board and IIE for the purpose of facilitating compliance with any and all visa and immigration-related items, information, or documentation.
- (F) **Acknowledgment of Non-employment:** School acknowledges that there is no employment relationship between College Board and Teacher, and College Board is not a representative or agent of Teacher's home country employer (if any). Furthermore, School acknowledges that College Board is not a representative or agent of the Hanban/Confucius Institute Headquarters ("Hanban").
- (G) **Illegal Activity:** School will comply with all applicable U.S. federal, state and local laws designed to combat money laundering, terrorism financing, and similar illegal activities, including but not limited to the provisions of the Bank Secrecy Act (31 U.S.C. 5311 et seq.) as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") (Public Law 107-56).

6. Teacher Compensation.

- (A) **Commensurate Compensation:** School must compensate each Teacher in an amount that is commensurate with the compensation of a similarly situated teacher in School or School's district ("Commensurate Compensation"). By accepting these PTAC, School certifies that the compensation paid to each Teacher is Commensurate Compensation that is consistent with the terms of this Section 6, and consistent with all applicable federal, state, and local laws and regulations, including income tax and other applicable withholding requirements.
- (B) **Hanban Subsidy:** Hanban intends to subsidize Teacher compensation by making an annual cash contribution of thirteen thousand US dollars (\$13,000), which is composed of a \$1,000 initial payment and twelve (12) \$1,000 monthly payments ("Hanban Subsidy"), to be paid directly to each Teacher. School may include this amount in its calculation of Teacher's Commensurate Compensation (i.e., as if it were paid by School to Teacher) under any model of compensation described in Section 6(C) below.

- (C) **Compensation Models:** School must compensate each Teacher in accordance with one of the following compensation models set forth in this Section 6(C). Deviation from any model is subject to Prior Approval.

Model 1: Pay a fixed salary to Teacher. The total value of the salary, combined with the \$13,000 Hanban Subsidy (paid directly to the Teacher) should be commensurate with the salary amount paid to a U.S. teacher with similar responsibilities and similar education who is teaching full-time in School or School's district. Under this Model, School will also be required to provide complimentary housing (with basic utilities) and basic transportation to Teacher for the first month of Teacher's period of appointment with School (as specified in Section 4(A)), and provide assistance to Teacher in obtaining housing and transportation for the remainder of Teacher's term with School. The first month of housing and/or transportation must be complimentary to the teacher and may not be considered a part of the Commensurate Compensation.

Model 2: Provide to Teacher a combined compensation of salary and benefits. The total value of the salary and benefits, combined with the \$13,000 Hanban Subsidy (paid directly to the Teacher) should be commensurate with the compensation paid to a U.S. teacher with similar responsibilities and similar education who is teaching full-time in School or School's district. Under this Model, School will also be required to provide the teacher with complimentary housing and transportation for the first month and the value of the first month complimentary housing may not be considered a part of the Commensurate Compensation. Under this Model, benefits to Teacher may include the value of room and board provided by a local host family (or other living arrangements organized and funded by School), and of basic transportation, if these benefits are provided to Teacher without charge. No other benefits may be included in the value of compensation to Teacher without Prior Approval.

- (D) **Commensurate Compensation Inclusions/Exclusions:** School may include the Hanban Subsidy in its calculation of Commensurate Compensation. Under neither compensation model may School include in its calculation of Commensurate Compensation to Teachers any amount associated with fees described in Section 7(A) (including health insurance fees, visa processing fees, and mailing fees), teaching material fees, fees associated with state teacher certification, or professional development and mentorship fees, that School funds on behalf of a Teacher, nor may School deduct or withhold these amounts from a Teacher's paycheck. If any applicable provision of a collective bargaining agreement with School's teachers requires specific items to be included in a Teacher's salary or compensation, or if applicable provisions of a collective bargaining agreement are otherwise inconsistent with the Program Documents, School shall notify College Board in writing immediately. School certifies that Teacher's appointment is consistent with applicable provisions of an applicable collective bargaining agreement.

- (E) **Validation of Compensation:** Upon request, School shall furnish the College Board

with documentation that substantiates Commensurate Compensation for each Teacher, including detailed information and supporting documentation, such as housing agreements, host family agreements, public transportation receipts, mileage reports, etc., regarding valuation of non-monetary or other benefits included in Teacher's compensation pursuant to Model 2.

- (F) Summer Term Compensation: Teacher is not required to work during School's summer term. However, School may offer summer work to Teacher (such work to be limited in location to the teaching site(s) identified in the Appointment Document), and if Teacher accepts such work, School must pay Teacher Commensurate Compensation for summer term work, consistent with the terms of this Section 6; provided however, that the Hanban Subsidy does not apply to Teacher's summer term compensation, and upon request School shall provide furnish the College Board documentation that substantiates Commensurate Compensation for summer term work for each Teacher, including detailed information and supporting documentation regarding valuation of non-monetary or other benefits included in Teacher's compensation pursuant to Model 2.

7. Other Financial Obligations.

- (A) Administrative Fees: School agrees to submit a check to College Board, within 30 days of receiving the invoice for the Chinese Guest Teacher Program from the College Board, for the following nonrefundable administrative fees, for each Teacher hosted by School:

Visa Processing Fee:	\$1,000 for new teachers & \$500 for renewing teachers
Health Insurance Fee:	\$1.020*
Year Total:	\$2,020 for new teachers & \$1,520 for renewing teachers

* This fee is subject to adjustment by the insurance provider; notice of any adjustment will be provided in advance by College Board to School.

School shall remit payment to the following address: College Entrance Examination Board, General Post Office, P.O. Box 27392, New York, NY 10087-7392.

- (B) Classroom and Other Expenses: School agrees to fund on behalf of each Teacher all reasonable classroom and other expenses necessary to enable Teacher to fulfill his/her classroom obligations, and necessary to enable School to comply with the requirements and obligations set forth in Section 4.

8. Sites Visits and Records.

- (A) Site Visits: College Board or its authorized representatives shall have the right, with reasonable advance notice, to conduct site visits, to observe the Teacher's classes, meet with School personnel, visit the Teacher's place of residence whether apartment or private home, and review any books, documents, records, correspondence, instructions, plans, receipts, vouchers, and memoranda relating to the Program, for purposes, which includes, without limitation, providing support and

assistance to the teacher and School, verifying compliance with School Obligations, and evaluating School's implementation of the Program. School's failure to provide such access shall constitute a material breach of School Obligations.

- (B) Record Retention: School shall keep accurate records and books of account showing all charges, disbursements, or expenses made or incurred by School by participating in the Program. School shall retain all records relating to the Program throughout the term of this PTAC and for a period of at least three (3) years after the end of School's participation in the Program, with any extensions thereof, or for such longer period(s) as may otherwise be required by applicable law. If any such records are or may be required to resolve any then threatened or pending claim or arbitration pursuant to this Program, the period of retention shall continue until final disposition of such claims or arbitration. The College Board its external auditors, representatives or other consultants, shall have the right, upon reasonable notice, to audit the payments, costs, expenses, and disbursements made or incurred in connection with the School's participation in the Program as well as for the validity of the representations made herein.

9. Reporting Requirements.

- (A) Progress Reports: School shall submit semi-annual reports in December and June of each academic year using the College Board's report templates. Each report shall include the information listed below, consistent with any supplementary guidance provided by College Board in the Guidelines:
- i. A discussion of whether Program objectives are being fulfilled, and how such objectives are being fulfilled;
 - ii. Indication of whether there has been any material change in Teacher's teaching assignments and other responsibilities;
 - iii. Description of the contributions of Teacher to School;
 - iv. Assessment of Teacher's classroom and other performance at School, and suggestions for Teacher's improvement;
 - v. Updates about: School's Chinese program development and expansion; any additional support and funding for Chinese programs; student enrollment in such programs; and plans for continuing Chinese programs after Teacher's departure;
 - vi. Information on the number of international visiting teachers presently working in School; and
 - vii. Feedback about the Program, including any concerns or recommendations.
- (B) Immediate Reporting: School shall notify College Board immediately upon any of the following occurrences:
- i. The health, safety, or well-being of Teacher is called into question;
 - ii. Unexplained disappearance or absence of Teacher from School for more than 24 hours;
 - iii. Significant concerns about Teacher's adjustment to living and working in the United States;
 - iv. Any change in Teacher's address of residence in the United States, or location of teaching sites;
 - v. Any change, if known, in Teacher's marital or parental status;

- vi. Any change in insurance coverage provided by School to Teacher (if School chooses to opt out from the program insurance and provide separate insurance to Teacher);
 - vii. Any attempt by Teacher to change his/her immigration status;
 - viii. Actions or omissions by Teacher (including poor performance, noncompliance with School policies or procedures, and academic or other misconduct) that would justify disciplinary action or dismissal of Teacher;
 - ix. Teacher's involvement in any School disciplinary proceeding, or any federal, state, or local legal proceeding;
 - x. Any other problems, concerns, delays, or adverse conditions that will or may materially affect Teacher, or the Program's objectives or time schedules, together with proposed School actions to address such problems, concerns, delays, or adverse conditions; or
 - xi. Any substantive changes to the School's Chinese program that will impact the teacher's assignment such as: changes to the school's program plan, funding, curriculum, enrollment and accreditation.
- (C) Other Reporting: School agrees to cooperate in good faith with College Board's requests for additional information or documentation pertaining to a Teacher or the Program.

10. The School represents and warrants to the College Board that:

- (A) The School is empowered under applicable state laws to enter into and perform under this Agreement.
- (B) The execution and delivery of this Agreement by the School and the performance by the School of its obligations under this Agreement have been duly and validly authorized.
- (C) All requisite corporate proceedings have been taken to authorize it to enter into and perform this Agreement.
- (D) The School maintains its accreditation and ability to establish and operate schools.
- (E) All statements and materials regarding the School, student enrollment, accreditation included in the application shall remain throughout the Term, true and correct and not misleading or incomplete for any reason including by reason of omission.
- (F) It has, and throughout the Term shall maintain the right to disclose all information transmitted by the College Board and, where third party information is being provided by the School to the College Board for use by the College Board, it has obtained, and throughout the Term shall maintain, all licenses and approvals as may be required for the College Board to use such information in the manner and to the full extent contemplated under this Agreement.

11. Publicity and Use of Name.

- (A) Media Inquiries: School agrees to promptly inform College Board of all media or other public relations inquiries about the Program or Teachers prior to responding

thereto.

- (B) **Publicity:** Should School desire to publish or release any publicity or public relations materials of any kind concerning or relating to the Program or Teachers, School shall first submit such material to College Board for review. School shall not publish or release any such material without College Board's prior written consent, which shall not be unreasonably withheld.
- (C) **Use of Name:** Except as otherwise permitted in this Section 10, School will not use the name or logo of College Board or Hanban in any press release or product advertising, or for any other promotional purpose, without first obtaining the written consent of College Board.

12. Termination.

- (A) **Termination for Cause:** College Board may terminate School's participation in the Program for cause at any time by written notice to School if School materially fails to comply with School Obligations. College Board shall ordinarily, prior to termination for cause, afford School a reasonable opportunity and time, not to exceed sixty (60) days, to justify or remedy its failure to carry out or comply with School Obligations. However, College Board shall not be required to provide such an opportunity in the case of fraud, or if immediate termination is required for reasons of health and safety, or for any other good reason.

Such termination for Cause events include, without limitation:

- i. The School fails to comply with this agreement or any applicable federal, state, or local law;
 - ii. Any school participating under this Program loses its accreditation;
 - iii. The fiscal condition of the School is deficient in accordance with all school/district policies and procedures, applicable statutes, acts, ordinances, laws, rules, regulations, codes, and standards;
 - iv. The continuation of the operation of the School is not in the best interests of the public, or of the students of the School;
 - v. The School fails to pay the administrative fees in accordance with Section 7(A);
 - vi. The School breaches any of the Representations and Warranties as set forth in Section 9;
 - vii. The school fails to validate the Compensation furnished to Chinese guest teachers in accordance with Section 6;
 - viii. The school fails to pay the Chinese Guest Teachers Compensation in a timely fashion;
 - ix. The school fails to furnish adequate housing as required in Section 4L, if providing housing as part of compensation; or
 - x. School's student enrollment decreases significantly as required in Section 4O.
- (B) **Other Termination Events:** College Board, in its sole discretion and by written notice to School, may terminate School's participation in the Program upon any of the following:

- i. Hanban no longer makes funding available for the Program or materially reduces funding for the Program;
 - ii. One or more Teachers assigned to School:
 - (a) withdraws from the Program, or from School;
 - (b) is terminated by School;
 - (c) cannot obtain a visa or has his/her immigration status revoked;
 - (d) engages in unauthorized income-producing activities in the United States;
 - (e) engages in activity that, in the sole discretion of College Board, is inconsistent with the best interest of the Program.
 - iii. School undergoes a School Change in Control; or
 - iv. School discontinues operations.
- (C) Transitional Arrangements: In the event of termination under Section 11(B), College Board in its sole discretion may assist School to make transitional and other arrangements to alleviate the effect of the termination on Teacher and School, and School agrees to cooperate in good faith with such efforts. However, School acknowledges that there is no assurance that a replacement Teacher will be assigned to School.
- (D) Teacher Discipline or Termination: School shall immediately notify the College Board in the event issues arise related to a Teacher's performance and/or any issues related to Teacher's placement with School.

13. Additional Provisions.

- (A) Compliance with Law and Policies: School shall comply with all applicable laws and regulations, and with its own policies and procedures as consistent with these PTAC, in its participation in the Program.
- (B) Governing Law: This Program and all policies, guidelines, and requirements referenced herein shall be construed in accordance with the terms and conditions set forth in the Program Documents, and the laws of the State of New York, without regard to choice or conflict of laws principles that would cause the application of any other laws.
- (C) Force Majeure: If either party is rendered unable, wholly or in part, by force majeure, to perform its obligations under this Program, the performance of such obligations by such party, so far as they are affected by force majeure, shall be excused from the inception of any such inability until it is corrected, but for no longer period. The party claiming an inability to perform shall immediately after the occurrence of the force majeure, notify the other party verbally of the nature, date of inception, and expected duration of the force majeure, and the extent to which it will prevent the party giving such notice from performing its obligations under this Program. The party giving notice shall confirm such notification in writing as soon as practicable. The party claiming inability to perform shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence. The term "force majeure" shall mean any act, event, cause, or occurrence rendering a party unable to perform its obligations which is not within the reasonable control of such party, excluding any act, event, cause, or occurrence caused by a party's own financial condition or negligence.

- (D) **Liability and Indemnification:** Neither College Board, nor any of College Board's divisions, affiliates, or subsidiaries, nor any officer, director, trustee, employee, or agent of any of the foregoing, shall have liability to School, or any other entity or person for any claim, loss, damage, or injury incurred in the course of the performance of this Agreement or otherwise in connection therewith, other than the obligations of College Board stated in these PTAC or arising from College Board's willful misconduct. School shall indemnify, hold harmless, and defend College Board, and each of College Board's divisions, affiliates, or subsidiaries, and each or any officer, director, trustee, employee, or agent of any of the foregoing, and their respective successors and assigns, from and against claims, demands, actions, liabilities, damages, and expenses (including reasonable attorneys' fees and litigation costs) resulting therefrom, arising out of, or related to, the negligence or willful misconduct of School in connection with this Program or the representations or certifications made by School herein. IN NO EVENT SHALL COLLEGE BOARD BE LIABLE TO SCHOOL WITH RESPECT TO ANY SUBJECT MATTER OF THIS PROGRAM FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY.
- (E) **Language of Communication:** The language of all communications in connection with the Program shall be English.
- (F) **Amendments:** Except as otherwise provided in these Program Terms and Conditions, no change to the terms of the Program may be made without the mutual agreement of College Board and School. College Board may at any time on written notice to School amend or add to the policies and guidelines referenced herein, which are hereby incorporated in these Program Terms and Conditions, and any such amendment or addition shall take effect in accordance with its terms. No amendment of any Program Documents shall adversely affect any vested rights of School which arose or accrued prior to the effective date of such amendment.
- (G) **No Third Party Beneficiary:** Except as set forth specifically in the Program Documents, the Program Documents are not intended to create and do not create any rights in or benefits to any third party.
- (H) **Nature of Relationship:** School shall be considered an independent contractor for purposes of this Program. Nothing in the Program Documents shall constitute a partnership or joint venture or establish a relationship of agency between College Board or School. No employee of College Board or School shall be considered to be an employee of the other, and neither College Board nor School shall enter into any contract or agreement with a third party that purports to obligate or bind the other.
- (I) **Dispute Resolution:** The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of this Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the representatives of the parties, either party may give the other party notice that it wishes to refer such dispute to executive officers of the parties, in which event, the authorized executive officers of each party, or their designees, shall, during a thirty (30) day period following the date of such notice ("Thirty-day Period"), attempt to resolve such dispute. If such dispute is not

resolved prior to the expiration of such Thirty-day Period, such dispute shall be finally settled under the Commercial Rules of Arbitration of the American Arbitration Association ("AAA Rules") before a single arbitrator, with such arbitration to be held in New York. If the parties cannot agree upon an arbitrator, the AAA shall appoint an arbitrator in accordance with the AAA Rules. The arbitrator shall be empowered to award specific performance, injunctive relief, and other equitable remedies as well as damages, but shall not be empowered to award punitive or exemplary damages. Each party shall initially bear its own costs and legal fees associated with such arbitration and shall initially bear one-half of the costs of the arbitrator, but the arbitrator may determine that under the facts and circumstances it is equitable that one party bear all or a portion of any of the foregoing costs and expenses of the other party. The final arbitration award shall be binding on the parties.

- (J) Waiver of Default or Breach: Failure of either party to exercise any of its rights under this Program shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this Program. No benefit or right accruing to either party under this Program shall be waived unless the waiver is reduced to writing and signed by both parties. The waiver, in one instance, of any act, condition, or requirement stipulated in this Program shall not constitute a continuing waiver or a waiver of any other act, condition, or requirement, or a waiver of the same act, condition, or requirement in other instances, unless specifically so stated. Except as otherwise provided in the Program Documents, the rights and remedies provided in the Program Documents shall be cumulative and not exclusive of any rights or remedies provided by law.
- (K) Entire Agreement: The Program Documents contain the entire terms and conditions applicable to the Program and supersede and replace any prior written or oral agreements, representations, or understandings between College Board and School.
- (L) Notices: Any notices, authorizations, or approvals concerning this Program shall be in writing. Unless otherwise provided, all notices shall be sufficient when delivered in person, or sent by telex, facsimile, electronic mail, or by certified or registered air mail or international courier, to the Authorized Institutional Representative designated below, or to a person designated by the Authorized Institutional Representative.

To the College Board:

Robert Davis
Executive Director, Hanban Relationship & Initiatives
The College Board
Midwestern Regional Office
6111 North River Road, Suite 550
Rosemont, IL 60018-5158
Telephone: (212) 520-8560
Fax: (347) 649-2026 with a copy to:

Office of Legal Counsel

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

To the School:

[School inserts contact info for authorized official]

Name: Lisa James
Title: Superintendent
Address: 813 Hawkins Street
City, State, Zip: Carrollton KY 41008
Tel: 502-732-7070
Fax: 502-732-7073
Email: lisa.james@Carroll.Kyschools.us

- (M) Severability: Should any term or condition of the Program be determined to be unlawful by a court of law or adjudicative body with jurisdiction over the parties, the remaining terms and conditions of the Program will continue to remain in force and effect and shall be interpreted so as to best effect the original intentions of the parties.
- (N) Survival: All provisions of the Program Documents, including without limitation Sections 13(B), 13(D), and 13(I) of these Program Terms and Conditions, that by their terms require any performance following expiration or termination of the Program (or termination of School's participation in the Program) shall survive such expiration or termination.
- (O) Assignment and Subcontracting: College Board may assign, subcontract, or delegate any of its rights or obligations to an Affiliate of College Board or to a third party without the consent of School. School may not assign any right or interest under the Program or delegate or subcontract any obligation to be performed or owed under the Program without Prior Approval.

14. Definitions.

The following definitions apply to these Program Terms and Conditions.

Affiliate	With respect to any person or entity, any other person or entity which controls, is controlled by, or is under common control with, such person or entity, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a person or entity, whether through ownership of securities, by contract or otherwise.
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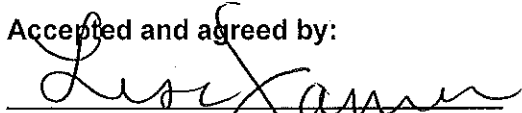
Authorized Institutional	An individual authorized to contractually bind the
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Representative	organization for purposes of the Program.
Prior Approval	Advance written approval from College Board.
Program Documents	The documents set forth in Section 2 (School Obligations) of these Program Terms and Conditions.
School Change in Control	Any of the following transactions involving School: (i) a merger, (ii) a consolidation, (iii) a transfer of all or substantially all of the assets of School in one or more transactions during a twelve month period, and (iv) the entry into a joint venture or other contractual arrangement pursuant to which another person or entity obtains rights to control the management or policies of School.

15. **School Agreement and Acceptance.**

The Authorized Institutional Representative for School must indicate acceptance of these PTAC by signing below.

Accepted and agreed by:


School Authorized Institutional Representative

Name of Institutional Representative: LISA James

Title: Superintendent

School Name: Carroll County

Date: 6/22/11