



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2019-07-23 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	EE. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

<b>Special Order Request</b> <input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Time</b>
<b>Open Agenda</b> <input checked="" type="radio"/> Yes <input type="radio"/> No

**ITEM No.:**  
EE-4.

**TITLE:**  
 Recommendation to approve Agreement - 59-112V - Cambridge Program

**REQUESTED ACTION:**  
 Approve the recommendation to award the above agreement. Contract Term: Upon execution of all parties through September 30, 2021, 2 Years, 2 Months; User Department: Innovative Programs; Award Amount: \$4,350,000; Awarded Vendor(s): Cambridge Assessment International Education; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 Cambridge programs equip students for success in a global society by aiding with the development of learners who are confident, responsible, reflective, innovative and engaged. Cambridge programs set the global standard for international education with pathways that give students a clear path for educational success from age five (5) to nineteen (19). Schools can shape the curriculum around how they want students to learn with a wide range of subjects and flexible ways to offer them. Cambridge helps students discover new abilities and gives them the skills they need for life so they can achieve at school, college and work. Currently, Broward County Public Schools offers Cambridge programs in fourteen (14) schools and will be expanding to twenty-three (23) schools for the 2019-2020 School Year.  
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.  
 This Agreement will be executed after School Board approval.

**SCHOOL BOARD GOALS:**  
 **Goal 1: High Quality Instruction**   
  **Goal 2: Continuous Improvement**   
  **Goal 3: Effective Communication**

**FINANCIAL IMPACT:**  
 The spending authority requested is \$4,350,000. This Cambridge contract represents a positive financial impact for the District with an annual spending authority of \$4,350,000. Based on trend data, district schools stand to realize a significant return on this expenditure. The primary funding source will come from the monies generated by schools as a result of the revenue generated from student performance on Cambridge/AICE exams.

**EXHIBITS: (List)**  
 (1) Executive Summary (2) Agreement-ONLINE (3) Financial Analysis Worksheet

**BOARD ACTION:**  
APPROVED  
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Shernette Grant	Phone: 754-321-2071
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Senior Leader & Title  
 Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **JUL 23 2019**  
 By: *Heather P. Burkwood*  
 School Board Chair

Signature  
Maurice Woods  
7/15/2019, 1:42:54 PM

## EXECUTIVE SUMMARY

### Recommendation to Approve Agreement 59-112V – Cambridge Program

---

#### **Introduction**

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the Agreement between the School Board of Broward County, Florida (SBBC), and Cambridge Assessment International Education (Cambridge) for a period of two (2) years and two (2) months, beginning upon the execution through September 30, 2021. Cambridge Assessment International Education is part of the University of Cambridge and will make available to SBBC the Cambridge International Examinations, teacher and administrator professional development products and services. The spending authority requested is \$ 4,350,000.

#### **Goods/Services Description**

**Responsible: Innovative Programs/Design Support**

The mission of Cambridge is to support excellence and learning in schools and professional development and to work in partnership with them to deliver the best education possible to their learners. Cambridge prepares school students for life, helping them develop an informed curiosity and a lasting passion for learning.

Cambridge programs set the global standard for international education with pathways that give students a clear path for educational success from age five (5) to nineteen (19). Schools can shape the curriculum around how they want students to learn – with a wide range of subjects and flexible ways to offer them. It helps students discover new abilities and a wider world, and gives them the skills they need for life so they can achieve at school, college, and work.

Registered Cambridge International Schools participate in Cambridge Upper and Advanced Secondary Programs, and Cambridge Lower Secondary and/or Primary Programs. Registered Cambridge schools are provided support to include, but not limited to, coursework and support materials and student access to Cambridge Advanced (A) Level examinations (known in Florida as AICE examinations) and Cambridge Advanced Subsidiary (AS) Level examinations. Additionally, Cambridge schools also have access to Cambridge teacher and administrator training.

Each year, nearly a million Cambridge learners prepare for their future with an education from Cambridge International. Cambridge programs equip students for success in a global society by aiding with the development of learners who are confident, responsible, reflective, innovative, and engaged. At the high school level, Broward County Public Schools (BCPS) offers AS and A Level courses. These levels are taken in one hundred and thirty-four (134) countries with more than 545,000 subjects taken each year. Cambridge courses are accepted by over 1500 tertiary institutions across seventy-eight (78) countries.

In addition to the students served by Cambridge in three (3) Elementary and seven (7) Middle Schools for the 2019-2020 school year, currently approximately 5300 BCPS High School students participate in

**Recommendation to Approve Agreement  
59-112V – Cambridge Program  
July 23, 2019 Board Agenda  
Page 02**

Cambridge coursework with corresponding Cambridge/AICE exams. This represents a twenty (20) percent increase in the number of AICE high school students from the previous 2017-2018 school year.

Location	Location Name	# of Students 2017	# of Students 2018	# of Students 2019
0171	South Broward High	632	746	673
0371	Dillard High	3	5	100
0951	Fort Lauderdale High	805	885	1128
1241	Northeast High	4	106	256
2831	Western High	2	124	203
3541	Monarch High	3	4	229
3623	Cypress Bay High	1791	1909	2001
3731	Everglades High	213	315	499
3861	Coral Glades High	159	212	302
<b>Total</b>	<b>Grand Total</b>	<b>3612</b>	<b>4306</b>	<b>5391</b>

In 2017-2018, three hundred and seventy-three (373) BCPS students earned Cambridge/AICE Diplomas. Students who earn the Cambridge/AICE Diplomas are automatically awarded the highest level of the Florida Bright Futures Scholarship. SBBC was also recognized as the 2017 Cambridge International District of the Year, and two hundred and sixty-three (263) district students have earned Cambridge awards. In addition to the academic benefits, Cambridge high schools receive funding under the Florida Statutes Planning & Budgeting guidelines for successful completion of AICE exams. In school years 2017-2018, 10,893 Cambridge AICE exams were taken by approximately 4300 high school students with an average pass rate of seventy-five point seventy-one (75.71) percent based on the distribution indicated below:

Ethnicity	Number of AICE Exams Taken	Average Percentage (%) Pass Rate
Hispanic	4239	75.9
White	3723	78.3
Black	1793	67.2
Asian	749	82.9
Multi-Racial	336	73.2
American Indian	49	79.6

Cambridge is currently being offered at the following BCPS locations:

Elementary	Middle	High
Sunset	Attucks Falcon Cove Glades Tequesta Trace	Coral Glades Cypress Bay Dillard Everglades Fort Lauderdale Monarch Northeast High South Broward Western

**Recommendation to Approve Agreement  
59-112V – Cambridge Program  
July 23, 2019 Board Agenda  
Page 03**

In 2019-2020, the following nine (9) schools will begin Cambridge programs:

<b>Elementary</b>	<b>Middle</b>	<b>High</b>
Bayview Bennett	Rickards* Sawgrass Springs* Sunrise*  *Approved in 2017-2018	Cooper City McArthur High Piper South Plantation

Approximately five (5) years ago February 2014, SBBC approved an agreement for Fort Lauderdale and Cypress Bay High School to pay for Cambridge services based on Purchasing Policy 3320, Part II, which authorizes purchases in excess of \$50,000 for any type of copyrighted materials, instructional materials, and educational tests without competitive solicitation. Since 2014, the number of district schools offering Cambridge programs has expanded to fourteen (14), with an additional nine (9) schools beginning in 2019-2020. With the increased number of schools and students being provided Cambridge opportunities, this contract with Cambridge also has the added benefit of decreasing costs for Cambridge schools. Upon execution of this contract, annual fees will be waived for new Cambridge middle and high schools providing as a district a required spending threshold of \$14,000 annually is met. District schools will also realize a fifty (50) percent in savings on the application fee for new Cambridge schools. Current practice is for Cambridge to work directly with schools to provide data around student performance on AICE exams. Schools in-turn transmit said data to district staff for such purposes as conducting analytics and reporting.

Noteworthy also is that the execution of a district-wide contract will allow for the Cambridge organization to work directly with district staff to streamline data reporting as well as district supports around Cambridge schools.

This District agreement, the documented growth of Cambridge programs in BCPS, the growing demand, and the stated benefits warrants an examination of current practices around Cambridge programs in schools. As such, staff will, in the 2019-2020 school year bring to the School Board by way of a workshop a request for the School Board to examine current practice and provide direction on how best to identify schools for participation in the Cambridge/AICE program.

**Procurement Method**

**Responsible: PWS**

Pursuant to Purchasing Policy 3320 and the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for the purchase of professional services.

**Recommendation to Approve Agreement  
59-112V – Cambridge Program  
July 23, 2019 Board Agenda  
Page 04**

**Financial Impact  
Responsible: PWS and Innovative Programs/Design Support**

The spending authority requested for this contract is \$ 4,350,000, as indicated below:

Projected First Year Spend	\$1,890,698.64
Projected Second Year Spend	<u>\$2,457,908.23</u>
Total Projected Spend	\$4,348,606.87
Total spending authority (rounded)	<u>\$4,350,000.00</u>

The funding source for this Agreement is the individual school’s budget.

In February 2014, the SBBC approved an agreement for Fort Lauderdale High and Cypress Bay High School to pay for Cambridge services. This Agreement accounted for a spending authority of \$75,000 to \$200,000 for each of these two (2) schools.

Cambridge high schools fund and sustain their programs inclusive of student testing costs through revenue earned from student performance on AICE exams as specified by the Florida Statutes Planning & Budgeting guidelines. For example, one (1) school listed in this Agreement, spent approximately \$376,032 in fees to Cambridge for student testing, training, fees, etc., in 2017-2018. However, said school earned \$1,540,664 for student performance on AICE exams (see table below). In the school year 2017-2018, seven (7) Cambridge high schools earned a total of \$4,077,068 (excluding fringe), for student performance on Cambridge AICE exams; this amount is transmitted back to the earning school’s budget.

<b>THE SCHOOL BOARD OF BROWARD COUNTY, FL. AICE Program Funding and Bonus Payment Excluding Fringe Benefits 2018-2019 (Earned based on 2017-2018 testing data)</b>			
<b>School</b>	<b>FTE Earned</b>	<b>School Level Funding AICE \$</b>	<b>Actual Bonus Payments AICE \$</b>
Cypress Bay	\$437.44	\$1,540,664.00	\$134,000.00
Everglades	\$110.08	\$387,702.00	\$24,600.00
Fort Lauderdale	\$332.92	\$1,172,544.00	\$83,145.00
Northeast	\$14.08	\$49,590.00	\$4,450.00
South Broward	\$172.72	\$608,320.00	\$40,500.00
Coral Glades	\$64.12	\$225,831.00	\$16,400.00
Western	\$26.24	\$92,417.00	\$10,650.00
<b>TOTAL</b>	<b>\$1,157.60</b>	<b>\$4,077,068.00 **</b>	<b>\$313,745.00</b>

**\*\*Excludes Fringe Benefits  
Data as of March 6, 2019.**

**Recommendation to Approve Agreement  
59-112V – Cambridge Program  
July 23, 2019 Board Agenda  
Page 05**

Elementary and middle schools do not usually incur testing costs but will fund other Cambridge expenses such as teacher training from their schools' budgets. Through the execution of this contract, BCPS stands to save on current Cambridge spending. Currently, it costs district schools \$2,853.02 for the initial application to become a Cambridge school. Upon execution of this contract, the District will save fifty (50) percent of the application fee (currently \$2,853.02) for new Cambridge elementary, middle, and high schools. Additionally, though individual middle and/or high schools are and have been eligible for an annual program fee waiver if they meet the annual spending threshold of \$14,000 per school, through execution of this Agreement, Cambridge will apply the group of schools spending waiver for middle and high schools that do not individually meet the spending threshold. Current spending on exams and teacher training would allow the program fee for up to seventy-six (76) middle and /or high schools waived until October 2021.

This represents a savings of \$9,305 for each Cambridge Secondary & Advanced program (middle and high schools).

Cambridge Primary programs pay an annual fee of \$4,540; however, elementary/primary programs are not eligible for a waiver. Through a previous directive from the School Board, high schools are expected to offer support to their feeder middle schools once they have begun to earn revenue from Cambridge AICE exams.

Since 2014, the number of district schools offering Cambridge programs has grown from two (2) to twenty-three (23) for the 2019-2020 school year. To date, for the 2018-2019 school year, Cambridge expenditures are approximately 1.5 million dollars. The financial impact will vary dependent on the needs as driven by such factors as, the number of students enrolled in the program and the number of exams taken.

In the school year 2016-2017, district-wide Cambridge expenditures amounted to \$841,844.50. Two (2) year trend data indicate an average increase of thirty (30) percent in district-wide Cambridge expenditures annually (see table below). Based on this trend, expenditures are projected at \$1,890,698.64 for year one (1) and \$2,457,908.23 for year two (2).

Additionally, based on past trend and revenue earned as a result of student performance on Cambridge exams, this would represent a positive financial impact to the District.

**Recommendation to Approve Agreement**  
**59-112V – Cambridge Program**  
**July 23, 2019 Board Agenda**  
**Page 06**

Location	Location Name	2016-2017 Expenditures	2017-2018 Expenditures	2018-2019 Expenditures
0171	South Broward High	\$ 154,000.00	\$ 188,332.40	\$ 192,000.00
0343	Attucks Middle	\$ 8,862.00	\$ 9,000.00	\$ 15,777.10
0371	Dillard High			\$ 17,085.10
0951	Fort Lauderdale High	\$ 239,216.38	\$ 292,547.34	\$ 377,127.95
1241	Northeast High	\$ 9,306.50	\$ 23,108.60	\$ 3,331.13
2021	Glades Middle	\$ 6,950.00	\$ 4,540.00	\$ 6,372.40
2831	Western High	\$ 7,331.00	\$ 27,925.12	\$ 47,902.16
3541	Monarch High		\$ 7,447.50	\$ 41,409.10
3623	Cypress Bay High	\$ 305,712.92	\$ 376,032.79	\$ 437,015.29
3661	Sunset Lakes Elementary	\$ 8,000.00	\$ 4,540.00	\$ 6,372.40
3731	Everglades High	\$ 48,624.40	\$ 88,997.18	\$ 148,218.29
3861	Coral Glades High	\$ 34,886.40		\$ 76,643.80
	Cooper City High			\$ 2,443.20
	Falcon Cove Middle	\$ 1,450.65		\$ 458.10
	Sawgrass Springs Middle			\$ 13,828.57
	Rickards Middle			\$ 28,366.26
	Sunrise Middle	\$ 5,670.00		\$ 23,317.46
	Bennett Elementary			\$ 4,029.30
	Bayview Elementary			\$ 1,238.00
	Tequesta Trace Middle			\$ 11,341.00
	McArthur High			\$ -
	Piper High			\$ -
	South Plantation High			\$ -
9812	Innovative Programs/District	\$ 11,834.25		\$ 106.96
<b>Total</b>	<b>Grand Total</b>	<b>\$ 841,844.50</b>	<b>\$ 1,022,470.93</b>	<b>\$ 1,454,383.57</b>

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

## AGREEMENT

2019, **THIS AGREEMENT** is made and entered into as of this 23<sup>rd</sup> day of July, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"), ("the Authority")  
a body corporate and political subdivision of Broward County, Florida USA  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION**  
being a division of the University of Cambridge Local Examinations Syndicate  
which acts on behalf of the Chancellor Masters and Scholars of the University of Cambridge  
(hereinafter referred to as "Cambridge"),  
whose principal place of business is  
The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, UK

**WHEREAS**, Cambridge shall make available to the Authority's schools, who are registered as Cambridge International Schools, the following Cambridge International examinations, teacher and administrator professional development, products and services related to the Cambridge International Primary, Cambridge International Lower Secondary, Cambridge International Upper Secondary and Cambridge International Advanced programs and the Cambridge Professional Development Qualifications; and

**WHEREAS**, if the Authority has three or more schools complete the Cambridge International School registration process, Cambridge shall provide a discount or waiver on the Cambridge International School registration application fee and annual Cambridge Advanced program fee until September 30, 2021; and

**WHEREAS**, Cambridge shall make available to the Authority "Confidential Information" (including Personal Data) relating to the performance of individual students taking the Qualifications at the Authority's schools.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.



## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on September 30, 2021.

### 2.02 **SBBC’s Program Fee Waivers and Cambridge Application Fee Discounts.**

(a) **Application Fee Discount.** Before a school can offer Cambridge’s programs and qualifications (Cambridge Advanced, Advanced Subsidiary, International General Certificate of Secondary Education (IGCSE), examinations, Checkpoint and Primary Checkpoint tests), it must complete an application process which includes an approval visit by a Cambridge International representative to understand their Cambridge program implementation plans, discuss the standards of registration, which include secure storage of examination requirements, and help it register. The requirements are set out in the Cambridge International School Registration Guide, the Cambridge Handbook (International), and the Standard Terms of Registration Agreement attached hereto as **Appendix 1** (“the Guide”), **Appendix 2** (“the Handbook”) and **Appendix 3** (“the Agreement”). There is an application fee to cover this process. Up until October 1, 2021, Cambridge agrees to reduce school application fees by 50% if three or more schools apply to become Cambridge International Schools at the same time and they are located close enough for the approval visits to occur on the same day or in the same trip to their location. A list of SBBC district schools currently registered as Cambridge International Schools and potential Cambridge International Schools are provided in attached hereto **Appendix 4** (Cambridge Schools List).

#### (b) **SBBC pricing for the annual Cambridge Secondary and Advanced program fees.**

(1) Registered Cambridge Secondary Schools pay a yearly Cambridge Secondary & Advanced program fee. The school registration year runs from 1 October to 30 September. Individual schools that spend more on eligible goods and services than the fee waiver spending threshold listed on page 3 in the corresponding Cambridge US Fees list during the registration year are exempt from the program fee the following year. The 2018-19 Cambridge US Fees list is attached hereto in **Appendix 5**.

(2) Under this Agreement, the number of Secondary & Advanced program fees to be paid by the group of schools is calculated using a group level waiver limit. This allows the amount spent by each school in excess of the waiver spend threshold during the registration year to be counted towards the spending level of Cambridge Secondary and Advanced program schools who have not met the program fee waiver spending threshold for the following year. (3) Spending on the following counts towards the program fee waiver spending threshold:

- (i) Cambridge Primary Program Fee,
- (ii) Qualification Entry Fees (excludes late or very late entry fees),
- (iii) Cambridge AICE Diploma and Cambridge ICE entry fees,

- (iv) Publications catalogue purchases,
- (v) Cambridge Professional Development Qualification fees,
- (vi) Cambridge Professional Development training courses,
- (vii) Results services,
- (viii) Post-results services (Excluding Enquiries about results (EARs) and any subsequent appeals).

(4) While the Cambridge Primary Program Fees paid by SBBC contribute towards the waiver spending threshold, the annual Cambridge Primary Program fee is not eligible for waiver.

(5) Full details of SBBC's pricing and related terms and conditions can be found in the Group of Schools letter attached hereto as Appendix 6 ("Group of Schools letter").

**2.03 Disclosure of Education Records by the Authority or Authority's Schools to Cambridge.**

(a) The Authority's education records shall be disclosed to Cambridge for the purposes stated below:

- 1) To register students for Cambridge examination(s) and Advanced International Certificate of Education (AICE) Diploma entries (Bulk Registration).
- 2) For Cambridge to score the student exams.
- 3) To provide student examination performance reports to the Authority.
- 4) Reporting AICE Diploma recipients eligible for the Bright Futures Academic Scholar Scholarship to the Florida Department of Education Office of Student Financial Assistance .
- 5) Cambridge Program Research and / or Evaluation Studies to continually monitor and if needed to help improve the quality and performance of Cambridge Programs throughout the district.

(b) The Authority shall provide Cambridge with the following identifiable education records:

- 1) First, Middle and Last Name
  - 2) Date of Birth
  - 3) Gender
  - 4) Grade Level
  - 5) English as a First Language Status
  - 6) School/Private Indicator
  - 7) Ethnicity
  - 8) Free and Reduced Lunch Status
  - 9) Student answer sheets (Cambridge test)
  - 10) Florida Standards Assessment (FSA) results report\* – for research
  - 11) Scholastic Aptitude Test (SAT) results report\* = for research
  - 12) American College Test (ACT) results report\* – for research
- \*SBBC may also provide these records in a de-identified format.

(c) FERPA exceptions to consent:

1) Cambridge is considered a "school official" to carry out the purposes listed in sec. 2.04 (a) (1-4). Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), Authority may provide these records to Cambridge without prior parental consent. The Cambridge examination and AICE Diploma registration process used by Cambridge schools via the CIE Direct secure website portal is described in the Guide to Making Entries 2018 (Administration Zone 2) attached hereto as **Appendix 7** ("the Guide to Making Entries").

2) Pursuant to FERPA 34 CFR 99.31(a)(6), Authority may provide education records listed in this section to Cambridge for research/studies without prior parental consent, adhering to conditions for requirements stated in written agreements per 99.31(a)(6). Cambridge shall not identify students or parents to anyone in their organization except those with legitimate interests (pursuant to the purposes listed in this section), and shall not identify parents or students in the final study reports. Cambridge must destroy the identifiable information when it is no longer needed for the identified study. Duration: information for this study may be utilized for up to five (5) years after the expiration of this contract.

3) Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed above.

**2.04 Cambridge marketing and publicity activities.**

Cambridge marketing and publicity activities that use photographs and videotapes featuring the Authority's students, parents/guardians and students age 18 or over who want to participate shall sign a third-party release form, accompanied by an Authority's notification letter informing them the request for participation is not sponsored by the Authority and they have the right to refuse participation. A sample template Authority's Notice Letter is attached hereto in **Appendix 8**.

**2.05 Cambridge Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Cambridge shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent

of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims

no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Cambridge shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by Cambridge, or an officer, employee, agent, representative, contractor, or sub-contractor of Cambridge to the extent that Cambridge or an officer, employee, agent, representative, contractor, or sub-contractor of Cambridge shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

#### 2.06 Research or Program Evaluation Studies.

(a) Primary Investigator(s) (PI) of research or program evaluation studies conducted by Cambridge that impact the daily activities of students, parents or staff, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The SBBC's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure: (i) the purpose, scope, limitations, and duration of study is clearly outlined; (ii) the protection of human subjects in the research process; (iii) personally identifiable information (PII) is only used for purposes of the identified study; (iv) PII is only used by representatives of the organization identified in this agreement; and (v) the safe and confidential storage and transmittal of education records. The purposes and scope of the study/studies must align with the stated objectives of this agreement, and must be conducted during the term of this agreement. Cambridge agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. Cambridge agrees to comply with all requirements of the SBBC's IRB and Research Review Process. Questions regarding this process may be directed to [BCPS.IRB@browardschools.com](mailto:BCPS.IRB@browardschools.com).

(b) Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(b)(1), de-identified education records may be provided to Cambridge without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed above. To provide meaningful results and protect the privacy of individual students, data are not reported when the total number of students in a group is less than 10.

(c) Should Research or Program Evaluation Studies include surveys, survey administration shall comply with the Protection of Pupil Rights Amendment and Florida Statute 1002.222

2.07 **Inspection of Cambridge's Records by SBBC.** Cambridge shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Cambridge's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of Cambridge directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Cambridge's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Cambridge pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Cambridge reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to Cambridge's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by Cambridge to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any Cambridge claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Cambridge in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Cambridge. If the audit discloses billings or charges to which Cambridge is not contractually entitled, Cambridge shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, Cambridge shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of

this section by insertion of such requirements in any written subcontract. Failure by Cambridge to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Cambridge pursuant to this Agreement and such excluded costs shall become the liability of Cambridge.

(g) Inspector General Audits. Cambridge shall comply and cooperate with not less than three days notice with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Dr Shernette Grant, Director of Innovative Programs The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To Cambridge:	Christine Özden Cambridge Assessment International Education The Triangle Building, Shaftesbury Road Cambridge, CB2 8EA, United Kingdom
With a Copy to:	Cambridge Legal The Triangle Building, Shaftesbury Road Cambridge, CB2 8EA, United Kingdom

2.09 Background Screening. The Parties acknowledge that they must comply with the requirements of Chapter 1012, Florida Statutes for all those Cambridge Representatives that have direct contact with SBBC's students. The Authority will make such arrangements for the Cambridge Representatives to enable the Cambridge Representatives to fall under the Chapter 1012.468, Florida Statutes exemption wherever possible.

2.10 Public Records. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements

are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**2.11 Ownership of Intellectual Property.** The Authority acknowledges and agrees that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any Cambridge publications, Cambridge website(s), CD-ROMS, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights are the sole and exclusive property of Cambridge. Nothing in this Agreement should be interpreted to indicate that Cambridge is passing its proprietary rights in and to the Cambridge intellectual property to the Authority.

**2.12 Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By Cambridge: agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Cambridge, its agents, servants or employees; the equipment of Cambridge, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Cambridge or the negligence of Cambridge agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Cambridge, SBBC or otherwise.

**2.13 Insurance Requirements.** Cambridge shall comply with the following insurance requirements throughout the term of this Agreement:



a) Professional Liability/Errors & Omissions. Cambridge shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of no less than \$1,000,000 per occurrence covering services provided under this Agreement.

b) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

c) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit SM time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

d) Required Conditions: Liability policies must include the following terms on the Certificate of Insurance:

- 1) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

2.14 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.15 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC

2.17 Incorporation by Reference. Appendices 1 through 8 attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting

with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent

jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.




(Corporate Seal)

**FOR SBBC:**

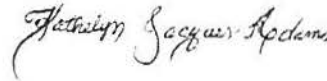
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By   
Heather P. Brinkworth, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: Cambridge Assessment International Education, being a division of the University of Cambridge Local Examinations Syndicate, which acts on behalf of the Chancellor Masters and Scholars of the University of Cambridge  
Date: 2019.07.12 14:54:29 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CAMBRIDGE:**

(Corporate Seal)

Cambridge Assessment International Education  
being a division of the University of Cambridge  
Local Examinations Syndicate, which acts on behalf  
of the Chancellor Masters and Scholars of the  
University of Cambridge

ATTEST:

\_\_\_\_\_  
, Secretary

-or-

*Stalande*

Witness \_\_\_\_\_

*[Signature]*

Witness \_\_\_\_\_

By *[Signature]* \_\_\_\_\_

Print Name A.J.G. COMBE  
Duly authorized Representative