

**AMENDMENT BETWEEN THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA AND  
THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE, ,  
ACTING THROUGH ITS DEPARTMENT CAMBRIDGE UNIVERSITY PRESS &  
ASSESSMENT, , D/B/A CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION FOR  
ONLINE EDUCATION SERVICES**

**Additional Terms and Condition Rider to Agreement between Cambridge Assessment  
International Education and Flagler County School District Academic Year 2022-2024  
(Existing Agreement)  
(Required by Florida Law – Rule 6A-1.0955)**

This Amendment ("Rider") is entered into by and between The School Board of Flagler County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, hereinafter referred to as "FCSB" or "School Board" and the Chancellor, Masters and Scholars of the University of Cambridge, acting through its department Cambridge University Press & Assessment d/b/a Cambridge Assessment International Education, whose principal address is Shaftesbury Road, Cambridge CB2 BEA, UK, hereinafter referred to as "Contractor" (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Agreement between the Chancellor, Masters and Scholars of the University of Cambridge, acting through its department Cambridge University Press & Assessment, d/b/a Cambridge Assessment International Education and Flagler County School District Academic Year 2022-2024, date August 10, 2022 (the "Original Agreement").

B. Florida Administrative Rule 6A-1.0955 went into effect on November 22, 2022, requiring additional terms and conditions related to contracts for online education technology in the collection, use and disclosure of students' personally identifiable information ("PII").

C. The Original Agreement includes certain online educational services described on Exhibit A of the Attachment A that contains student PII, subject to Rule 6A-1.0955, F.A.C.,

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. Pursuant to Rule 6A-1.0955, Attachment A is hereby incorporated into the Original Agreement and made a part thereof.

3. Pursuant to Rule 6A-1.0955, Exhibit B of the Attachment A shall be maintained and Provider to notify the School Board and update Exhibit B if there are any changes to the system that impacts students' PII to ensure proper notification is provided in accordance with applicable law.

4. Failure to notify the School Board and update Exhibit B of the Attachment A shall constitute default and a material breach of the Original Agreement which may result in immediate termination without penalty to the School Board if within ten (10) written notice from the School Board, Cambridge is unable to cure the breach by providing the updated changes to Exhibit B of the Attachment A related to the systems that impact students' PII.

5. The effective date of this Amendment shall be the date of complete execution by the Parties.

6. This Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.


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

School Board:

  
Cheryl Massaro, Chairperson

Date: 10/17/23

Contractor: THE CHANCELLOR, MASTERS  
AND SCHOLARS OF THE UNIVERSITY OF  
CAMBRIDGE ACTING THROUGH ITS  
DEPARTMENT CAMBRIDGE UNIVERSITY  
PRESS & ASSESSMENT

  
By:

Title: DIRECTOR, BUSINESS DEVELOPMENT  
INTERNATIONAL NETWORK

Date: 13TH SEPT 2023

Attachments: (list all attachments with the exact title of the document)

Attachment A, Data Sharing and Privacy Agreement

Attachment N/A, Statement of Work or Proposal #, [Title]

Contractor Contact Name:

Phone Number:

Email Address:

**AMENDMENT BETWEEN THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA AND  
THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE,  
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D/B/A CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION FOR ONLINE  
EDUCATION SERVICES**

**ATTACHMENT A  
STANDARD STUDENT DATA PRIVACY AGREEMENT**

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This Student Data Privacy Agreement ("DPA"), as developed by the Student Data Privacy Consortium ("SDPC") and as modified by The School Board of Flagler County, Florida is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

The School Board of Flagler County, Florida, located at 1769 E. Moody Blvd.,  
Bldg. 2, Bunnell, FL 32110

and

the Chancellor, Masters and Scholars of the University of Cambridge, acting through its department, Cambridge University Press & Assessment, d/b/a Cambridge Assessment International Education, located at Shaftesbury Road, Cambridge, CB2 2EA, UK (the "Provider").

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

**2. Special Provisions. Check if Required**

- ☐ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
  - ☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**.
  - ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
  4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
  5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
  6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Jeff Reaves

Title: Director of Teaching and Learning

Address: 1769 East Moody Blvd Bldg 2 Bunnell, FL 32110

Phone: 386-427-7526

Email: reavesj@flaglerschools.com

The designated representative for the Provider for this DPA is:

Title: The Chief Executive

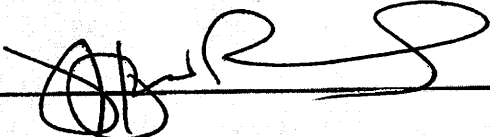
Address: The Triangle Building, Shaftesbury Road, Cambridge, CB2 BEA, UK

Phone: N/A

Email: info@cambridgeinternational.org

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

LEA: The School Board of Flagler County, Florida

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

Date: 10/17/23

Printed Name: Jeff Reaves Title/Position: Director of Teaching and Learning

Provider: THE CHANCELLOR, MASTERS AND SCHOLARS OF THE  
UNIVERSITY OF CAMBRIDGE, ACTING THROUGH ITS DEPARTMENT  
CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT, D/B/A CAMBRIDGE  
ASSESSMENT INTERNATIONAL EDUCATION

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

Date: 13TH SEPT' 2023

Printed Name: ADRIAN LOCKELL.

Title/Position: DIRECTOR, BUSINESS DEVELOPMENT, INC.

## STANDARD CLAUSES

Version 1.0

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data, correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state

law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.



4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

#### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent

for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to
  - (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or

delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### **ARTICLE VI: GENERAL OFFER OF TERMS**

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as Exhibit "E"), be bound by the terms of Exhibit "E" to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

#### **ARTICLE VII: MISCELLANEOUS**

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section
3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit "H", the SDPC Standard Clauses, and/or the

Supplemental State Terms, Exhibit "H" will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the

DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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## **EXHIBIT "A"**

### **DESCRIPTION OF SERVICE**

The services that the Provider may provide that qualify as "Online Educational Services" as defined in Rule 6A-1.0955 are set out below:

(i) The provision of course results through the results portal:

<https://myresults.cie.org.uk/cie-candidate-results/login> (the "Results Portal")

(ii) Access to course content and digital textbooks through the platform Cambridge Go:

<https://www.cambridge.org/go/> ("Cambridge Go")

## EXHIBIT "B"

### SCHEDULE OF DATA

Category of Data	Elements	Used by Results Portal	Used by Cambridge Go
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X	X
	Other application technology meta data-Please specify:		
Application Use Statistics	Meta data on user interaction with application		X
Assessment	Standardized test scores	X	
	Observation data		
	Other assessment data-Please specify:		For any resource on Cambridge Go that includes an interactive test, the results of that interactive test/quiz.
Attendance	Student school (daily) attendance data		
	Student class attendance data		
Communications	Online communications captured (emails, blog entries)		
Conduct	Conduct or behavioral data		
Demographics	Date of Birth		
	Place of Birth		
	Gender		
	Ethnicity or race		



	Language Information (native, or primary language spoken by student)		
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Category of Data	Elements	Used by Results Portal	Used by Cambridge G
	Other demographic information-Please specify:		
Enrollment	Student school enrollment		
	Student grade level		
	Homeroom		
	Guidance counselor		
	Specific curriculum programs		
	Year of graduation		
	Other enrollment information-Please specify:		
Parent/Guardian Contact Information	Address		
	Email		
	Phone		
Parent/Guardian ID	Parent ID number (created to link parents to students)		
Parent/Guardian Name	First and/or Last		
Schedule	Student scheduled courses		
	Teacher names		
Special Indicator	English language learner information		
	Low income status		
	Medical alerts/ health data		

Category of Data	Elements	Used by Results Portal	Used by Cambridge G
Category of Data	Elements	Check if Used by Your System	
	Student disability information		
	Specialized education services (IEP or 504)		
	Living situations (homeless/foster care)		
	Other indicator information-Please specify:		
Student Contact Information	Address		
	Email		X
	Phone		
Student Identifiers	Local (School district) ID number		
	State ID number		
	Provider/App assigned student ID number		
	Student app username	X	
	Student app passwords	X	X
Student Name	First and/or Last	X	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		



Category of Data	Elements	Used by Results Portal	Used by Cambridge G
Student Survey Responses	Student responses to surveys or questionnaires		
Student work	Student generated content; writing, pictures, etc.		

Category of Data	Elements	Used by Results Portal	Used by Cambridge
	Other student work data -Please specify:		
Transcript	Student course grades		
	Student course data		
	Student course grades/ performance scores		
	Other transcript data - Please specify:		
Transportation	Student bus assignment		
	Student pick up and/or drop off location		
	Student bus card ID number		
	Other data – Please specify:		

Category of Data	Elements	Used by Results Portal	Used by Cambridge
Other	Please list each additional data element used, stored, or collected by your application:		
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.		

## **EXHIBIT "C"**

### **DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

**1. Extent of Disposition**

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

\_\_\_\_\_ Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Disposition**

\_\_\_\_\_ Disposition shall be by destruction or deletion of data.

\_\_\_\_\_ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

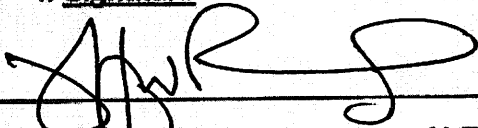
**3. Schedule of Disposition**

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By [Insert Date]

**4. Signature**

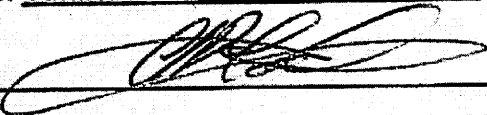


Authorized Representative of LEA

10/17/23

Date

**5. Verification of Disposition of Data**



Authorized Representative of Provider

13th Sept 2023

Date

**EXHIBIT "E"**

**GENERAL OFFER OF TERMS**

**1. OFFER OF TERMS**

Provider offers the same privacy protections found in this DPA between it and [Insert Name of Originating LEA] ("Originating LEA") which is dated [Insert Date], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address:

\*THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE,  
ACTING THROUGH ITS DEPARTMENT CAMBRIDGE UNIVERSITY PRESS &  
ASSESSMENT, D/B/A CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: ADRIAN COCKELL

Title/Position: DIRECTOR, BUSINESS DEVELOPMENT, IN

**1. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [Insert Name of Originating LEA] and the Provider. \*\*PRIOR TO ITS

EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE  
TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\*

[Insert name of District (the Subscribing LEA)]

BY: Cheryl Massaro

Date: 10/17/23

Printed Name: CHERYL MASSARO

Title/Position: School Board Chairperson

SCHOOL DISTRICT NAME: FLAGLER SCHOOLS

DESIGNATED REPRESENTATIVE OF LEA:

Name: JEFF REAVES

Title: DIRECTOR OF TEACHING & LEARNING

Address: 1769 E MOODY BLVD BLDG #2 BUNNELL, FL 32110

Telephone Number: 386-437-7526 x1110

Email: REAVESJ@FLAGLERSCHOOLS.COM

## **EXHIBIT "F"**

### **DATA SECURITY REQUIREMENTS**

#### **Adequate Cybersecurity**

#### **Frameworks 2/24/2020**

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider.

#### **Cybersecurity Frameworks**

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
X	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

***Please visit <http://www.edspex.org> for further details about the noted frameworks.***

***\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here***

## **EXHIBIT "G"**

### **Supplemental SDPC State Terms for [State]**

Version \_\_\_\_\_

[The State Supplement is an ***optional*** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

## **EXHIBIT "H"**

### **Additional Terms or Modifications**

**THIS EXHIBIT "H" effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Flagler County, Florida, (the "Local Education Agency" or "LEA") and THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE, ACTING THROUGH ITS DEPARTMENT CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT, D/B/A CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION, (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:**

- 1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".**
- 2. Paragraph 3 on page 1 is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including Provider Terms of Service or Privacy Policy, the terms of the Service Agreement, and then this DPA shall control.**
- 3. The first sentence of Article II, Paragraph 1 is amended as follows: All Student Data transmitted as part of the Services described in Exhibit A is and will continue to be the property of and under the control of the LEA.**
- 4. The third sentence of Article II, Paragraph 1 is amended as follows: The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data transmitted as part of the Services described in Exhibit A , shall remain the exclusive property of the LEA.**
- 5. The last sentence of Article I, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official" as defined in 34 CFR § 99.31(a)(1)(i)(B), under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider**



agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.

6. Article II, Paragraph 1 is amended to add the following: Provided however, that LEA acknowledges and agrees that neither the Service Agreement nor this DPA convey any intellectual property right in any of Provider's materials or content, including any revisions of derivative work or material.
7. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the LEA and all of LEA's officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this DPA, and caused or alleged to be caused, in whole or in part, as a direct result of any breach of this DPA by Provider or due to negligent performance by Provider or its agents, including subprocessor(s), related to Attachment A (the DPA), Exhibit B (Schedule of Data), including but not limited to, failure to notify the LEA of any additional students' PII collected and not updated by Provider in Exhibit B. **Notwithstanding the foregoing, PROVIDER SHALL NOT BE LIABLE TO LEA FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, COSTS, OR EXPENSES WHATSOEVER, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE DPA, INCLUDING LOSS OF PROFIT, LOSS OR REDUCTION OF ANTICIPATED LOSS OF OR DAMAGE TO GOODWILL, LOSS OF OR DAMAGE TO REPUTATION, OR LOSS OR RESTRICTION OF OPPORTUNITY WHICH IS SUFFERED OR INCURRED BY LEA. THE LIABILITY OF PROVIDER SHALL NOT EXCEED A SUM EQUAL TO \$10,000. For the avoidance of any doubt, this Paragraph 2 applies only to this DPA and does not amend the Service Agreement in any way.**
8. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Services set out in Exhibit A, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and agreements with LEA upon LEA's

request.

9. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.

10. Article IV, Paragraph 1 is amended to add the following sentence: The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the LEA pursuant to this Agreement. The Provider shall comply with all applicable State and Federal laws and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DPA. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records

Article IV, Paragraph 2 is amended to add the following sentence: Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta Student Data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA. Provider may disclose Student Data: (a) as may be required to be disclosed by a lawfully issued subpoena, order of a court, or other legal process; or (b) for those purposes allowed under FERPA, or any other applicable federal or state law. Cambridge's use and re-disclosure of Student Data shall be in accordance with 20 U.S.C. §1232g and 34 C.F.R 99.31, and other applicable federal and state law.

11. The third sentence of Article IV, Paragraph 6 is amended as follows: The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3 or to the disposal of a standardized test scores.



12. Article IV, Paragraph 7 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from generating legitimate personalized learning recommendations. Notwithstanding the above, Provider may use or disclose de-identified or anonymous data for the purposes of research, development, and improvement of the Services. In such case, Provider agrees that it (a) will not attempt to re-identify any de-identified or anonymous data, and (b) will not disclose any de-identified or anonymous data to any third party unless that third party has agreed in writing not to attempt to re-identify the de-identified or anonymous data.

13. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States, the United Kingdom or Ireland, and during the term of this DPA, Provider shall be subject to the in personam jurisdiction of the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: (i) transmit Student Data or PII to any third parties located outside of the United States, the United Kingdom or Ireland; (ii) distribute, repurpose or share Student Data or PII with any third parties not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose; (iii) use PII or any portion thereof to develop commercial products or services; (iv) use any PII for any other purpose other than in connection with the Services provided to the LEA or as described in the Services Agreement or DPA; and (v) engage in targeted advertising, based on the Student Data collected from the LEA.

14. Article V, Paragraph 4's first sentence is deleted in its entirety and replaced with the following: In the event of an unauthorized release, disclosure or acquisition of Student Data resulting from Provider's actions or omissions, that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the

incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement.

15. Article VII, is hereby amended to add Paragraph 10 as follows: **Assignment.** None of the parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA.

16. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through.** As between Provider and LEA, any "click through" terms and conditions or terms of use of the Services are superseded by the Service Agreement and this DPA, and acceptance of the terms and conditions or terms of use through the "click through" do not indicate acceptance by LEA.

17. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Provider represents and warrants that it will take reasonable commercial efforts to ensure that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, or other malicious code that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

Local Education Agency:  
Flagler County School Board



Cheryl Massero, Chairperson

Date: 10/17/23

Provider: THE CHANCELLOR, MASTERS AND  
SCHOLARS OF THE UNIVERSITY OF  
CAMBRIDGE, ACTING THROUGH ITS  
DEPARTMENT CAMBRIDGE UNIVERSITY  
PRESS & ASSESSMENT, D/B/A CAMBRIDGE  
ASSESSMENT INTERNATIONAL EDUCATION

By: 

Title: DIRECTOR, BUSINESS DEVELOPMENT, IN

Date: 13TH SEPT 2023