

**MEMORANDUM OF AGREEMENT BETWEEN
OFFICE OF COLLEGE SUCCESS AND
CAMBRIDGE PUBLIC SCHOOLS**

This Memorandum of Agreement ("MOA") is made this fourteenth day of August, 2015 between Office of College Success, located at 51 Inman Street, 3rd Floor, Cambridge, Massachusetts 02139 ("Office of College Success"); and the Cambridge Public Schools, a department of a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal place of business at 159 Thorndike Street, Cambridge, Massachusetts ("CPS").

WHEREAS, the purpose of this MOA is to support and facilitate services and functions that augment CPS' mission to provide all students with a safe and nurturing environment, curriculum that is rich and rigorous and which respects diversity in students' learning styles, as well as to work with families and the community to successfully educate all of its students at high levels.

WHEREAS the Office of College Success will provide tailored support services to Cambridge Public Schools students and to increase college access and success services to historically underperforming cohorts of students.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Office of College Success and CPS agree as follows:

1. **Responsibilities of Office of College Success.** Office of College Success shall be responsible for assisting CPS students through the application process to post-secondary options; assisting students and families in reviewing their financial award letters to ensure they understand their financial obligations; working with CPS Guidance Counselors to expose students without a post-secondary plan to a variety of educational and training programs; facilitating access to support services at the receiving college campus; and identifying students who need support with college placement tests.

Office of College Success designates the following individual as the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Emily Singer,
Coordinator, Office of College Success,
City of Cambridge
51 Inman Street, 3rd fl.
Cambridge, MA 02139
617-372-6489 (cell)
617-349- 6346 (office)
esinger@cambridgema.gov (email)

2. **Responsibilities of CPS.** CPS shall be responsible for: providing annual student data reports (“Data Files”). More specifically, the Data Files will include the following student record information:

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) Free/Reduced Lunch; (iv) CPS ID#; (v) SASID#; (vi) DOB; (vii) Country of origin; (viii) Language spoken at home; (ix) LEP Program coded-; and (x) IEP/504 (simply get “x” if yes – no specific details); (xi) Year of Graduation.

College Access (grade 9-12) Indicators of Warning/Success: (i) GPA’s; (ii) Test Scores (highest 10th MCAS); (iii) total days tardy; (iv) total days absent; (v) 12th grade math course; (vi) 9th grade math course; (vii) # of AP Courses; (viii) number of suspensions; (ix) number of conduct infractions.

Contact information: (i) First, Last Name; (ii) Address; (iii) Phone(s); (iv) Student email; (v) Parent/Guardian name(s); (vi) Parent/Guardian Phone; (vii) Parent/Guardian Email;

CPS designates the following individual at the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Steve Smith
Chief Technology Officer
Information, Communications and Technology Services
Cambridge Public Schools
459 Broadway
Cambridge, MA 02138
Phone: 617-349-6830
Facsimile: 617-349-6800
Email: ssmith@cpsd.us

3. **Term of MOA.** This MOA shall be effective from September 1, 2015 through August 31, 2016. The MOA may be terminated by either party, upon thirty (30) days written notice.

4. **Compliance with CPS Policies and Procedures and Federal and State Law.** Office of College Success agrees that it and its staff, faculty, students and interns shall be required to keep themselves informed of and at all times compliant with CPS’ rules and regulations as well as all local, state and federal laws, as then in effect, that may in any manner affect the work specified under this Agreement while at CPS sites or facilities, including without limitation, (i) those policies and procedures concerning the

rights and confidentiality of public school students and their families, and (ii) those policies and procedures regarding ensuring the health, safety and welfare of public school students and staff, including without limitation, emergency procedures.

5. **Confidential Information.** Office of College Success agrees that it and its staff, faculty, students and interns will comply with all rules and regulations regarding or relating to the release of confidential information, including without limitation, student records and student record information, in connection with the provision of services under this MOA. Office of College Success further agrees that it shall instruct its staff, faculty, students and interns not to publish, disseminate or otherwise release any confidential information without first obtaining review and written approval of CPS and the affected individuals. Additionally, Office of College Success agrees that it and its staff, faculty, students and interns will comply with the Student Data Breach Agreement that is attached hereto at **Exhibit A**, which is incorporated by reference as if fully set forth herein.

6. **Withdrawal of Staff.** CPS may require Office of College Success to withdraw any staff, faculty, students, interns and/or members of the Office of College Success whose conduct or work may have a detrimental effect on CPS' public school students or their families and/or CPS staff; is required by law; or is deemed by CPS as necessary to protect the health safety or welfare of the CPS' public school students, their families, CPS staff and/or other individuals.

7. **Publication of Field Studies or Research.** Office of College Success agrees that any publications, including without limitation special reports or other articles, studies and/or research (collectively referred to as "Reports"), related to or arising out of this MOA shall be cleared prior to publication, release or dissemination with CPS. If CPS does not agree in writing to the publication, release or dissemination of the Reports, whether in whole or in part, then Office of College Success agrees that the Reports shall not be published, distributed, released, disseminated or otherwise released to the public. Additionally, Office of College Success agrees to secure any requisite written releases from students and their parents/guardians and staff in connection with any such Reports and/or before conducting any studies or research for such Reports.

8. **CORI/SORI Checks.** Office of College Success acknowledges and agrees that all faculty, staff, students and interns assigned to a facility within CPS must successfully be screened by CPS in accordance with the State's Criminal Offender Record Information ("CORI") check and all applicable provisions of the Sexual Offender Registration and Community Notification ("SORI") Law (M.G.L.c. 6, as amended by Chapter 239 of the Acts of 1996) before participating, providing services and/or working under the terms of this MOA.

9. **Not Employees of CPS.** Office of College Success and CPS agree that staff, interns, students and faculty assigned to any CPS facility shall not be construed,

deemed or otherwise held to be employees, servants or agents of CPS. Office of College Success and CPS further agree that the staff, interns, students and faculty assigned to any CPS facility shall not be entitled to compensation or other benefits that ordinarily accrue to employees of CPS.

10. **Non-Discrimination Statement.** Neither Office of College Success nor CPS will discriminate against any person on the basis of sex, age, race, religion, national origin, sexual orientation, gender, gender identity, genetic information, ethnicity or disability.

11. **Compliance with Law.** Both Office of College Success and CPS will comply with all local, state and federal laws, as then in effect, and all regulations and policies established by governmental agencies and accrediting bodies that may in any manner affect the work specified under this MOA.

12. **Best Efforts of Parties.** Both Office of College Success and CPS agree to use their best efforts to meet the timetable and responsibilities set forth under the terms of this MOA. The parties agree to schedule, at a minimum, one meeting during the mid-point of the term of this MOA and one meeting within one month of the expiration of the term of this MOA to review progress, performance of responsibilities and effectiveness of this MOA. If, despite their best efforts, any party is unable to perform the responsibilities as defined in this MOA, Office of College Success and CPS each agree to work together to come to a resolution that is mutually agreeable. Both Office of College Success and CPS further agree to work with local, state and/or federal agencies and/or authorities regarding the implementation of policies, plans and procedures relating to this MOA.

13. **Agreement of Parties.** This MOA constitutes the entire understanding and agreement between Office of College Success and CPS with regard to all matters herein. This MOA supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.

14. **Amendment of MOA.** This MOA may be amended only in writing signed by all parties hereto. Any request for amendment to the MOA must be submitted in writing to the individuals identified below in paragraph 18.

15. **Notices.** All notices regarding either breach or termination of this MOA shall be given in writing by certified mail, postage prepaid, return receipt requested to the persons at the addresses set forth below. Notices will be deemed received three (3) business days after being sent by certified mail.

To CPS: Superintendent of Schools
Cambridge Public Schools
159 Thorndike Street, 3rd Floor

Cambridge, MA 02141

To Office of College Success : Ellen Semonoff
Assistant City Manager
Department of Human Services
City of Cambridge
51 Inman Street, 3rd fl.
Cambridge, MA 02139

The parties shall rely upon the addresses set forth above unless notified in writing of a change.

16. **Governing Law.** This MOA shall be governed by the laws of the Commonwealth of Massachusetts.

17. **Relationship of Parties.** Nothing herein shall create or be deemed to create any relationship of agency, association, joint venture, partnership, master/servant or employer/employee between CPS and Office of College Success. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in the MOA.

18. **No Assignment.** Office of College Success shall not assign, delegate, subcontract or in any way transfer any interest in this MOA without the written permission of both CPS and the School.

19. **Conflict of Interest.** The parties' attention is called to M.G.L.c. 268A (the Conflict of Interest Law). No party shall act in collusion with any other party, person or entity to circumvent such law.


20. **Severability of Provisions.** If any provision of this MOA is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the MOA shall be enforced to the fullest extent permissible by law.

21. **Waiver.** Any waiver, express or implied, by either party of any rights, terms or conditions of the MOA shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions beyond the specific instance of waiver.

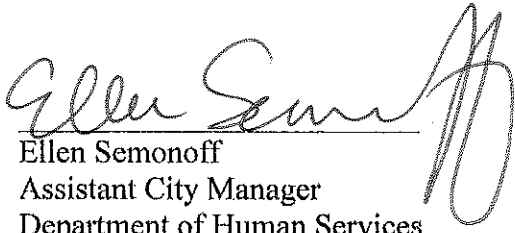
22. **Authority to Execute.** The person executing this Agreement below on behalf of Office of College Success represents and warrants that he/she is a duly authorized officer and agent of Office of College Success with full authority to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto execute this MOA through their duly authorized representatives as of the seventeenth day of August, 2015.

OFFICE OF COLLEGE SUCCESS

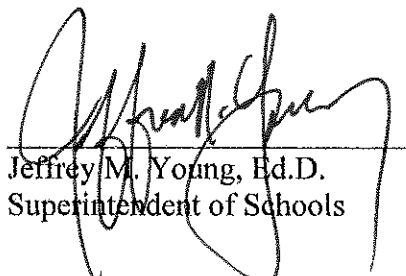


Emily Singer
Coordinator, Office of College Success
City of Cambridge



Ellen Semonoff
Assistant City Manager
Department of Human Services
City of Cambridge

CAMBRIDGE PUBLIC SCHOOLS



Jeffrey M. Young, Ed.D.
Superintendent of Schools

EXHIBIT A

STUDENT DATA/DATA BREACH SPECIAL TERMS AND CONDITIONS

This Student Data/Data Breach Special Terms and Conditions dated August 17, 2015 (hereinafter "Agreement") is by and between Cambridge Public Schools ("CPS") and City of Cambridge Office of College Success, located at 51 Inman Street, 3rd Floor, Cambridge, Massachusetts 02139 ("Contractor"), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and CPS have contracted for the Contractor to provide tailored support services to Cambridge Public Schools students and to increase college access and success services to historically underperforming cohorts of students. More specifically, the Contractor will assist CPS students through the application process to post-secondary options, assist students and families in reviewing their financial award letters to ensure they understand their financial obligations; work with Guidance Counselors to expose students without a post-secondary plan to a variety of educational and training programs; facilitate access to support services at the receiving college campus; and identify students who need support with college placement tests. This includes the provision of personalized and community-based programming to provide information about and assistance with FAFSA completion, planning for costs of post-secondary programs, SAT preparation, academic support, college applications, applying for scholarships; connections to one-to-one mentors; creating partnerships with local colleges to assist with curriculum alignment, enhanced Dual Enrollment options and improving on-campus supports for CRLS students and alumni and direct coaching supports to CRLS graduates on the campuses of our college partners ("the Services"), which are institutional services and functions, to CPS. In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or information ("Data Files"). More specifically, the Data Files will include the following student record information:

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) Free/Reduced Lunch; (iv) CPS ID#; (v) SASID#; (vi) DOB; (vii) Country of origin; (viii) Language spoken at home; (ix) ELL status; and (x) IEP/504 (simply get "x" if yes – no specific details).

College Access (grade 9-12) Indicators of Warning/Success: (i) GPA; (ii) Test Scores (10th MCAS); (iii) Test Scores (SAT); (iv) Attendance; (v) 12th grade math course; (vi) 9th grade math course; (vii) 12th grade English course; (viii) Core classes failed; (ix) # of AP Courses; (x) AP Test Scores; (xi) Dual Enrollment; and (xii) Discipline History.

Contact information: (i) First, Last Name; (ii) Address; (iii) Phone(s); (iv) Student email; (v) Parent/Guardian name(s); (vi) Parent/Guardian Phone; (vii) Parent/Guardian Email; (viii) Emergency Contact – if different from parent/guardian; and (ix) Emergency Contact phone.

CPS and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA") and Massachusetts student record regulations, 603 C.M.R. 23.00 ("State Regulations"). The Data Files will be used by the Contractor's employees to populate student data for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to data from any source that contains personally identifiable information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any personally identifiable student data contained therein under this Agreement shall not under any circumstances

transfer from Contractor to any other party. Disaggregated shared student data will not be re-released by the Contractor to its collaborating partners without the express written consent of the parent/guardian of the student. Contractor will not conduct any research studies with any of the Data Files that it receives from CPS.

2. Contractor acknowledges and agrees that it is providing institutional services or functions for CPS and that it is under direct control of CPS with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by CPS and CPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files, including without limitation, any student data and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files, including without limitation, any student data and/or personally identifiable information contained in the Data Files, without the express written consent of CPS. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files and that it and its employees shall protect the confidentiality of the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students.

3. Contractor also acknowledges and agrees to:

- (i) use personally identifiable student data shared under this Agreement for no purpose other than in connection with and through the provision of the Services.
- (ii) use reasonable methods, consistent with industry standards, to protect the Data Files and/or any personally identifiable student data contained therein from re-disclosure, and to not share the Data Files and/or any personally identifiable student data received under this Agreement with any other entity without prior written approval from CPS.
- (iii) not copy, reproduce or transmit the Data Files and/or any personally identifiable student data contained therein, except as necessary to fulfill the Services.
- (iv) notify the Chief Information Officer for CPS in writing within three (3) days of its determination that it has experienced a data breach, breach of security or unauthorized acquisition or use of any Data Files and/or personally identifiable student data contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach.
- (v) not provide any Data Files or any personally identifiable data contained therein to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving personally identifiable from any entity under 34 CFR 99.31(a)(6)(iii).


- (vi) to maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files.
- (vii) to, upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files within three (3) days of receipt of said request
- (viii) to, upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in Contractor's possession such that Contractor is no longer in possession of any student work belonging to CPS and to provide CPS with any and all Data Files in Contractor's possession, custody or control within seven (7) days of receipt of said request.
- (ix) to, in the event of the Contractor's cessation of operations, promptly return all Data Files to CPS in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in Contractor's possession such that Contractor is no longer in possession of any student work belonging to CPS.
- (x) to delete CPS Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.
- (xi) to, upon receipt of a litigation hold request from CPS, immediately implement a litigation hold and preserve all documents and data relevant identified by CPS and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

4. Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of the Commonwealth and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 *et seq.* Further, the Contractor hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 *et seq.*, and to fully protect the confidentiality of any student data and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if personal information and/or student record information is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and have a protocol in place to ensure use by employees.

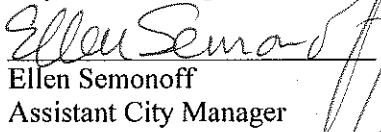
5. Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any personally identifiable student data contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any personally identifiable student data contained therein, or may own, lease or control equipment or facilities of any kind where the Data Files and any personally identifiable student data contained therein is stored, maintained or used in any way.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

CITY OF CAMBRIDGE
OFFICE OF COLLEGE SUCCESS

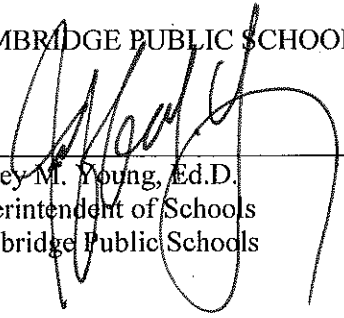


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