

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

This Interdepartmental Memorandum of Agreement ("Agreement") is made this _____ day of November 2018 by and between the following two (2) departments of the City of Cambridge being ("City"), being the Department of Human Services Programs ("DHSP") and the Cambridge Public Schools ("CPS") in order to support and facilitate CPS' institutional services and functions by providing tailored support services to CPS students in order to increase college access and success services to historically underperforming cohorts of students and to work with Cambridge Rindge and Latin School ("CRLS") staff to develop and sustain interventions for students and to track the post-secondary success of CRLS students (the "Services").

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, DHSP and CPS agree as follows:

1. **Responsibilities of DHSP's Office of College Success.** DHSP's 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. DHSP's Office of College Success also will work in collaboration with the Cambridge Rindge and Latin School ("CRLS") principal, deans of curriculum and guidance counselors to support the school district's efforts to develop and sustain interventions that better prepare CRLS students academically for post-secondary programs; work with CRLS guidance to increase supports for seniors with less than a 2.7 GPA so that they may have a better chance of finalizing a positive post-secondary plan prior to graduation; work with the CRLS principal and Guidance to track post-secondary success of CRLS graduates into and through post-secondary programs; and work with the CRLS principal and Guidance to look at the past academic performance and other factors of a specific group of CRLS alumni who are receiving post-secondary supports through DHSP's Office of College Success in order to identify factors in students' high school academic progress that if adjusted, could improve future students' post-secondary outcomes.

DHSP 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
Cell Phone: 617-372-6489
Office Phone: 617-349-6346
Email: esinger@cambridgema.gov

2. **Responsibilities of CPS and DHSP's Office of College Success.**

A. CPS shall be responsible for providing access to APSEN SIS (student information systems), to EDWIN Analytics and Naviance/National Clearing House that will allow authorized DHSP Office of College Success staff to access the following student record information for all CPS students in grades 9 through 12; and to monitor outcomes and identify additional students who may be able to benefit from Office of College Success services. The student record information contained in ASPEN SIS and EDWIN Analytics, includes:

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) Free/Reduced Lunch; (iv) CPS ID#; (v) SASID#; (vi) Date of Birth; (vii) Country of origin; (viii) Language spoken at home; (ix) ELL status; and (x) IEP/504 status.

College Access (grade 9-12) Indicators of Warning/Success: (i) GPA; (ii) Test Scores (10th MCAS); (iii) Test Scores (SAT), (iv) attendance; (v) earliest and latest math courses taken (specific names and grades); (vi) earliest and latest English courses taken (specific names and grades); (vii) year of graduation; (viii) number of AP Courses taken; (ix) dual enrollment courses and grades; and (x) disciplinary history (total conduct infractions and total suspensions).

Contact information: (i) First and Last Name; (ii) Learning Community, (iii) Guidance Counselor, (iv) Homeroom Number, (v) Address; (vi) Phone(s); (vii) Student email; (viii) Parent/Guardian name(s); (ix) Parent/Guardian Phone; (x) Parent/Guardian Email; (xi) Emergency Contact - if different from Parent/Guardian; and (xii) emergency contact phone.

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 Information 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

B. DHSP's Office of College Success will work in collaboration with the Cambridge Rindge and Latin School ("CRLS") principal, deans of curriculum and guidance counselors to support the school district's efforts to develop and sustain interventions that better prepare CRLS students academically for post-secondary programs; work with CRLS guidance to increase supports for seniors with less than a 2.7 GPA so that they may have a better chance of finalizing a positive post-secondary plan prior to graduation; work with the CRLS principal and Guidance to track post-secondary success of CRLS graduates into and through post-secondary programs; and work with the CRLS principal and Guidance to look at the past academic performance and other factors of a specific group of CRLS alumni who are receiving post-secondary supports through the DHSP's Office of College Success in order to identify factors in students' high school academic progress that, if adjusted, could improve future students' post-secondary outcomes.

DHSP 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:

Emily Singer,
Coordinator, Office of College Success,
City of Cambridge
51 Inman Street, 3rd fl.
Cambridge, MA 02139
Cell Phone: 617-372-6489
Office Phone: 617-349-6346

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:

Khari Milner
Program Manager
Cambridge Public Schools
159 Thorndike Street
Cambridge, MA 02141
Phone: 617-349-6553
Email: kmilner@cpsd.us

3. **Term of Agreement.** This Agreement shall be effective from September 1, 2018 through August 31, 2019. The Agreement may be terminated by either party, upon thirty (30) days written notice.

4. **Compliance with CPS Policies and Procedures and Federal and State Law.** DHSP agrees that it and its staff 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.** DHSP agrees that it and its staff 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 Agreement. DHSP further agrees that it shall instruct its staff not to publish, disseminate or otherwise release any confidential information without first obtaining review and written approval of CPS and the affected individuals. Additionally, DHSP agrees that it and its staff will comply with the Student Data Privacy 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 DHSP to withdraw any staff 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' students, their families, CPS staff and/or other individuals.

7. **Publication of Field Studies or Research.** DHSP 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 Agreement shall be done in coordination with CPS. Additionally, DHSP 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 and Fingerprint Checks.** DHSP acknowledges and agrees that all faculty and staff assigned to a facility within CPS must successfully be screened 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) and have a fingerprint-based CHRI check conducted as authorized by M.G.L.c. 71, §38R and 42 U.S.C. §16962, in accordance with applicable federal and state rules and regulations, and in compliance with M.G.L.c. 6, §§167-178 and 803 C.M.R. §§2.00 before participating, providing services and/or working under the terms of this Agreement. DHSP acknowledges and agrees that it is responsible for conducting both the CORI/SORI and finger-print based CHRI checks and that the cost associated with such CORI/SORI and fingerprint-based checks is not the responsibility of CPS.

9. **Immunization Requirements.** DHSP agrees that it is responsible for ensuring compliance with the state law and regulations relating to the immunization requirements for staff and volunteers. DHSP further agrees that it will verify for all staff and volunteers assigned to a facility within CPS that the individuals have the appropriate documentation or signed declination forms for all vaccinations required by the Massachusetts Department of Public Health, including without limitation, Hepatitis B vaccinations, positive Hepatitis B titer or signed declination form.

10. **Use of Facilities.** CPS agrees that the DHSP's Office of College Success staff shall be able to use designated rooms and facilities at Cambridge Rindge and Latin School. DHSP acknowledges and agrees that the use of such facilities shall not interfere with the operation of CPS or result in the permanent disruption of any other Cambridge Public School-run programs operating in the school.

11. **Not Employees of CPS.** DHSP and CPS agree that Office of College Success staff assigned to any CPS facility shall not be construed, deemed or otherwise held to be

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

12. **Non-Discrimination Statement.** Neither DHSP 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.

13. **Compliance with Law.** Both DHSP 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 Agreement.

14. **Best Efforts of Parties.** Both DHSP and CPS agree to use their best efforts to meet the timetable and responsibilities set forth under the terms of this Agreement. The parties agree to schedule, at a minimum, one meeting during the mid-point of the term of this Agreement and one meeting within one month of the expiration of the term of this Agreement to review progress, performance of responsibilities and effectiveness of this Agreement. If, despite their best efforts, any party is unable to perform the responsibilities as defined in this Agreement, DHSP and CPS each agree to work together to come to a resolution that is mutually agreeable. Both DHSP 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 Agreement.

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

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

17. **Notices.** All notices regarding either breach or termination of this Agreement 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
Cambridge, MA 02141

To Office of College Success: Ellen Semonoff
Assistant City Manager
Department of Human Services Programs
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.

18. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

19. **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 DHSP. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in the Agreement.

20. **No Assignment.** DHSP shall not assign, delegate, subcontract or in any way transfer any interest in this Agreement without the written permission of both CPS and the School.

21. **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.

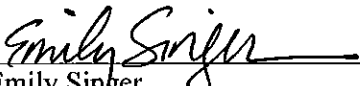
22. **Severability of Provisions.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

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

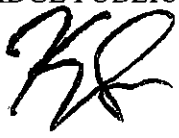
IN WITNESS WHEREOF, the parties hereto execute this Agreement through their duly authorized representatives as of _____ day of _____ 2018.

OFFICE OF COLLEGE SUCCESS

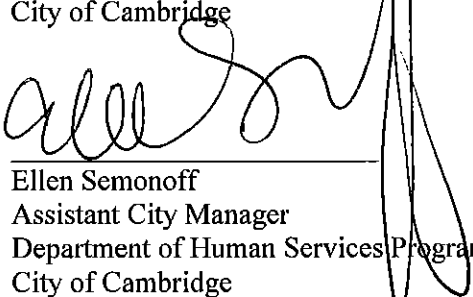
CAMBRIDGE PUBLIC SCHOOLS



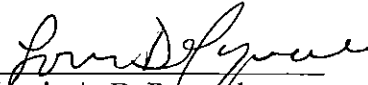
Emily Singer
Coordinator, Office of College Success
City of Cambridge



Kenneth N. Salim, Ed.D.
Superintendent of Schools



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

By: 
Louis A. DePasquale
City Manager
City of Cambridge

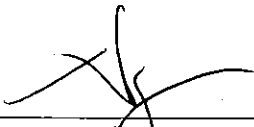
Approved as to form: 
Nancy E. Glowa, Esq.
City Solicitor

Exhibit A
STUDENT DATA PRIVACY AGREEMENT

STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement dated November , 2018 (hereinafter "Agreement") is by and between the following two (2) departments of the City of Cambridge being ("City"), Cambridge Public Schools ("CPS") and the Department of Human Services Programs ("DHSP"), and addresses CPS providing DHSP's Office of College Success with the access to SIS (student information systems) that will allow authorized Office of College Success staff to access the following student record information for all CPS students in grades 9-12 (Classes of 2019-2022) and for CPS providing DHSP's Office of College Success with student record information contained in ASPEN/Edwin/Naviance/National Clearing House in order to work with CRLS Administration to look at student demographics, academic progress and success in grades 9-12, which are school district institutional services and functions that will require student data in order to perform these services and functions (the "Services").

1. In the course of performing the Services, DHSP will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including but not limited to student data, meta data and user content; more specifically, DHSP will be provided with the following student record information: Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) Free/Reduced Lunch; (iv) CPS ID#; (v) SASID#; (vi) Date of Birth; (vii) Country of origin; (viii) Language spoken at home; (ix) ELL status; and (x) IEP/504 indicator (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) earliest and latest math courses taken (specific names and grades); (vi) earliest and latest English courses taken (specific names and grades); (vii) year of graduation; (viii) Number of AP Courses taken; (ix) dual enrollment courses and grades; and (x) disciplinary history (total conduct infractions and total suspensions); Contact information: (i) First and Last Name; (ii) Learning Community, (iii) Guidance Counselor, (iv) Homeroom number, (v) Address; (vi) Phone(s); (vii) Student email; (viii) Parent/Guardian name(s); (ix) Parent/Guardian Phone; (x) Parent/Guardian Email; (xi) Emergency Contact - if different from Parent/Guardian; and (xii) emergency contact phone ("Data Files"). CPS and DHSP acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974, 29 U.S.C. §1232g ("FERPA"), and any federal regulations promulgated thereunder, including without limitation 34 C.F.R. §99.31(a)(1)(i)(B), and Massachusetts student record regulations, 603 C.M.R. 23.00, et seq. The Data Files will be used by the DHSP and its employees to populate student data only for the purpose of delivering the Services described above which are institutional functions and services of CPS. DHSP further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, 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 portion thereof under this Agreement shall not under any circumstance transfer from DHSP to any other party, and DHSP acknowledges and agrees that it under the direct control of CPS with respect to the use and maintenance of these data files. CPS and DHSP acknowledge and agree that this Agreement does not govern any confidential information that DHSP may obtain directly from the student and/or his/her parents/guardians (hereinafter "DHSP data") and

that all DHSP data is governed and managed in accordance with DHSP's own data maintenance and privacy procedures.

2. DHSP acknowledges and agrees that it is providing the Services for CPS. DHSP further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state laws and regulations applicable to the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. DHSP also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of CPS. Additionally, DHSP agrees that only authorized employees of the DHSP directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that DHSP and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students.
3. DHSP also acknowledges and agrees to:
 - (i) use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with CPS.
 - (ii) use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflect technology best practices and are consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. DHSP further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
 - (iii) subject to any and all applicable laws, not copy, reproduce or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.
 - (iv) not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and any appropriate federal regulations and/or any appropriate state laws and state regulations or prohibited from receiving

the Data Files or any portion thereof and/or any personally identifiable information from any entity under FERPA and/or any appropriate federal and/or state regulations.

- (v) upon receipt of a request from CPS, promptly provide CPS with any specified portion of the Data Files.
- (vi) in the event of the DHSP and/or any of its subcontractors or agents to which the DHSP may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. DHSP also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) calendar days of any such occurrence.
- (vii) upon receipt of a litigation hold request from the Cambridge Law Department, immediately implement a litigation hold and preserve all documents and data identified by the Cambridge Law Department 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.
- (viii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of CPS.

4. The designated representative for the DHSP for this Agreement is:

Ellen Semonoff
Assistant City Manager
Department of Human Services Programs
City of Cambridge
51 Inman Street, 3rd Fl.
Cambridge, MA 02139

and

The designated representative for CPS for this Agreement is:

Steve Smith
Chief Information Officer
Cambridge Public Schools
Information, Communications & Technology Services
459 Broadway
Cambridge, MA 02138
Phone: 617-349-3055
Facsimile: 617-349-6880
Email: ssmith@cpsd.us

5. DHSP represents that it is authorized to bind to the terms of this Agreement, all related or associated institutions, individuals, employees or contractors who may have


access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.

6. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

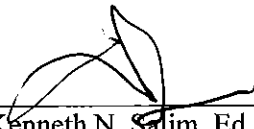
IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

CITY OF CAMBRIDGE
OFFICE OF COLLEGE SUCCESS

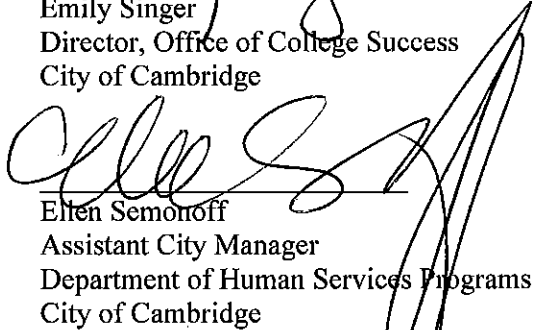
CAMBRIDGE PUBLIC SCHOOLS



Emily Singer
Director, Office of College Success
City of Cambridge




Kenneth N. Salim, Ed.D.
Superintendent of Schools

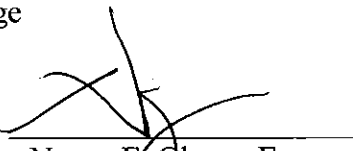


Ellen Semonoff
Assistant City Manager
Department of Human Services Programs
City of Cambridge



By: 

Louis A. DePasquale
City Manager
City of Cambridge

Approved as to form: 

Nancy E. Glowa, Esq.
City Solicitor