

**MEMORANDUM OF AGREEMENT BETWEEN  
CAMBRIDGE SCHOOL VOLUNTEERS, INC. AND CITY OF CAMBRIDGE**

This Memorandum of Agreement (“MOA”) is made this 18 day of October 2022 (the “Effective Date”) between Cambridge School Volunteers, Inc. (“CSV”), a nonprofit corporation incorporated under the laws of the Commonwealth of Massachusetts with its principal office located at Cambridge Rindge and Latin School (“CRLS”), 459 Broadway, Room 1105, Cambridge, Massachusetts 02138, and the City of Cambridge (“City”), a municipal corporation with a principal place of business at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts (“City”), by and through its School Department, also known as the Cambridge Public Schools (“CPS”), with a principal place of business at 135 Berkshire Street, Cambridge, Massachusetts.

WHEREAS, the purpose of this MOA is to support and facilitate services and functions that augment CPS’ mission to provide its 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, CSV helps students pre-kindergarten through grade twelve (12) to succeed both academically and personally by connecting students with mentors, reading buddies and tutors. 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, CSV and the City agree as follows:

**1. Responsibilities of CSV:** CSV shall be responsible for providing adults to serve as mentors, tutors and reading buddies to work with and provide support to CPS students in collaboration with CPS professionals either before, after or during school time.

CSV 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:

Mary Ramsdell  
Executive Director  
Cambridge School Volunteers, Inc.  
459 Broadway  
Cambridge, MA 02138  
617-349-6794  
mramsdell@cpsd.us

**2. Responsibilities of CPS and CSV.**

A. CPS shall be responsible for providing access to the Student Information System (“SIS”) that will allow authorized CSV staff to access the following student record information for all CPS student receiving CSV services:

Demographic: (i) race/ethnicity; (ii) gender; (iii) DOB; (iv) language spoken at home; (v) ELL status; and (vi) IEP/504 indicator;

Other Student Data Fields: (i) GPA; (ii) current academic performance; (iii) course schedule; and (iv) school information (school, homeroom, teachers); and

Contact information: (i) first and last name; (ii) address; (iii) telephone number(s); (iv) student email address; (v) parent/guardian name(s); (vi) parent/guardian telephone number(s); and (vii) parent/guardian email address(es).

Prior to being granted access to the SIS, CSV must execute the Student Data Privacy Agreement that is attached hereto at **Exhibit A**, which is incorporated by reference as if fully set forth herein. Access to the SIS and student record information contained therein by CSV and its staff is subject to the requirements of said Student Data Privacy Agreement. CSV acknowledges that it and its staff and volunteers will comply with the Student Data Privacy Agreement.

In addition, CSV certifies that any staff that are provided with a secure password to access such information shall certify, acknowledge and agree to keep such password secure and to never share with volunteers, to only use the password for work related matters related to the provision of services to CPS students participating in the CSV, not to share such password with any other individual, not to post the password anywhere, and to immediately notify CPS' Information, Communication and Technology Services Office when CSV and/or any of its staff first become aware of any loss or theft loss of the password, or that the password has been compromised in any such manner.

CPS 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:

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. Signed student record information releases will need to be provided by parents/guardians/caregivers to CPS for all CPS student participants at the start of each student's participation in the services provided by CSV. Prior to CSV providing student record information releases to CPS student participants, the City shall review the student record information release form CSV intends to provide to CPS student participants and make revisions to said release that the City deems appropriate. The provision of such releases shall occur within three (3) business days of the start of the student's participation in the CSV. CSV further agrees to notify CPS within seven (7) business days of when any CPS student ceases to participate in the CSV and/or the student's parent/guardian withdraws consent for the release of student record information to the CSV.

CSV 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:

Mary Ramsdell  
Executive Director  
Cambridge School Volunteers, Inc.  
459 Broadway  
Cambridge, MA 02138  
617-349-6794  
mramsdell@cpsd.us

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  
135 Berkshire Street  
Cambridge, MA 02141  
Phone: 617-349-6553  
Email: kmilner@cpsd.us

**3. Use of Facilities.** CPS agrees that CSV shall be able to use the rooms and facilities at CRLS necessary to run its programming as designated by CPS. CSV 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 CPS-run programs operating at CRLS.

**4. Compliance with CPS Policies and Procedures and Federal and State Law.** CSV agrees that it and its staff and volunteers 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, rules and regulations, 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 CPS students and their families, and (ii) those policies and procedures regarding ensuring the health, safety and welfare of CPS public school students and staff, including without limitation, emergency procedures.

**5. Student Data Information.** In addition to executing and complying with the Student Privacy Agreement attached hereto as **Exhibit A**, CSV agrees that it and its staff and volunteers will comply with all CPS policies, rules and regulations as well as all local, state and federal laws, rules and regulations, as then in effect, regarding or relating to the release of Student Data, , including without limitation, s the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. 1232g and 34 CFR Part 99; Massachusetts student record regulations, 603 C.M.R. 23.00; Massachusetts Data Breach law and regulations, M.G.L. c. 93H and 201 C.M.R. 17.00 in connection with the provision of services under this MOA. Student Data includes any data, whether gathered by CSV or provided by CPS or its users, students, or students' parents/guardians/caregivers, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birth date, 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 MOA and for purposes of the Student Privacy Agreement attached hereto as **Exhibit A**, and for the purposes of federal, state, and local laws and regulations and all CPS policies, rules and regulations. CSV further agrees that it shall instruct its staff and volunteers not to publish, disseminate or otherwise release any student data without first obtaining review and written approval of CPS and the affected individuals.

**6. Withdrawal of Staff and Volunteers.** After consultation with the Executive Director of CSV, CPS may require CSV to withdraw any staff and volunteers of CSV whose conduct or work may have a detrimental effect on CPS students or their families and/or CPS staff; whose withdrawal is required by law; or whose withdrawal is deemed by CPS as necessary to protect the health, safety or welfare of CPS students, their families, CPS staff and/or other individuals. This provision shall not limit the right of CPS to instruct CSV staff and volunteers to leave CPS sites and facilities at any time CPS deems appropriate regardless of whether CSV consults with the Executive Director of CSV beforehand.

**7. Publication of Field Studies or Research.** CSV 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 not include any student record information and/or personally identifiable information of students. Additionally, CSV agrees to secure any requisite written releases from CPS 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. Immunization Requirements.** CSV agrees that it is responsible for ensuring compliance with any applicable federal, state and local laws, rules and regulations and School Committee policies and procedures relating to the immunization requirements for staff and volunteers. CSV further agrees that it will verify for all of its staff and volunteers assigned to a CPS facility or site that such individuals have appropriate documentation of immunization or signed declination forms for all vaccinations required by the Massachusetts Department of Public Health and School Committee.

**9. CORI Checks.** CSV acknowledges and agrees that all CSV staff assigned to a CPS facility or site must successfully be screened in accordance with 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 Criminal Offender Record Information ("CORI") check conducted as authorized by M.G.L. c. 71, §38R and 42 U.S.C. §16962, in accordance with all applicable federal, state and local laws, 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 MOA. CSV acknowledges and agrees that it is responsible for ensuring CORI checks on all of its staff assigned to a CPS facility are conducted and successfully completed through the Cambridge Public Schools Office of Human Resources. CSV also acknowledges and agrees that it is responsible for ensuring that all CSV staff assigned to a CPS facility also will have successfully completed a fingerprint-based CORI check and that the City is not responsible for the costs associated with the fingerprint-based CORI checks of CSV staff.

CSV further acknowledges and agrees that no volunteer will have direct and unmonitored contact with a student at any time. CSV also acknowledges and agrees that it is responsible for

ensuring that before any volunteer works with a student that CORI checks on all CSV volunteers are conducted and successfully completed through the Cambridge Public Schools Office of Human Resources.

**10. Not Employees of CPS.** CSV and the City agree that CSV staff and volunteers assigned to any CPS facility or site and/or assigned to work with any students virtually shall not be construed, deemed or otherwise held to be employees, servants or agents of the City. CSV and the City further agree that CSV staff and volunteers assigned to any CPS facility or site and/or to work with any students virtually shall not be entitled to compensation or other benefits that ordinarily accrue to employees of the City.

**11. Non-Discrimination Statement.** Neither CSV nor the City 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.

**12. Best Efforts of Parties.** Both CSV 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 (1) meeting during the mid-point of the term of this MOA and one meeting within one (1) 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, CSV and CPS each agree to work together to come to a resolution that is mutually agreeable. This provision shall not limit the power of either party to terminate this MOA pursuant to Section 16, below. Both CSV 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. Insurance and Indemnification.**

- A. CSV shall obtain and maintain in full force and effect, throughout the term hereof comprehensive general liability insurance (including, but not limited to, contractual liability) in the amount of no less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate for personal and bodily injury and broad form property damage. Such insurance shall cover the CSV and its personnel and volunteers for their actions in CPS facilities and/or with CPS students and/or staff. Such insurance shall name the City of Cambridge, the Cambridge Public Schools, the Cambridge School Committee and their officers, members, agents and employees as additional insureds. Simultaneously with execution of this Agreement, CSV shall present the City with a certificate of insurance showing that it has been named an additional insured as provided here. The insurance provided shall include a waiver of subrogation by the insurer against the City of Cambridge, the Cambridge Public Schools, and the Cambridge School Committee and their officers, members, agents and employees.
- B. To the extent not covered by insurance and subject to applicable law, CSV agrees to defend and indemnify and hold the City of Cambridge, the Cambridge Public Schools and Cambridge School Committee and its affiliates, directors, trustees, officers, members, employees and agents harmless against any and all claims, demands, damages, costs, expenses, losses, liabilities or injuries to persons or property of whatever kind or nature arising out of or related to the act(s) or omissions of the CSV its employees,

volunteers or agents.

- C. The City of Cambridge, the Cambridge Public Schools and Cambridge School Committee and its officers, members, employees and agents shall not be responsible for loss or damage to the personal property of CSV, its employees or volunteers while on CPS premises, and it will be the responsibility of CSV to so advise its employees and volunteers.

The above terms shall survive the termination of this Agreement for a period of 12 months.

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

**15. 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 16.

**16. 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: Victoria L. Greer, PhD  
Superintendent of Schools  
Cambridge Public Schools  
135 Berkshire Street  
Cambridge, MA 02141

To CSV: Mary Ramsdell  
Executive Director  
Cambridge School Volunteers, Inc.

459 Broadway  
Cambridge, MA 02138  
617-349-6794  
[mramsdell@cpsd.us](mailto:mramsdell@cpsd.us)

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

**17. Term of MOA.** This MOA shall be effective from the Effective Date through June 30, 2025. The MOA may be terminated by either party, upon thirty (30) days written notice.

**18. Governing Law.** This MOA shall be governed by the laws of the Commonwealth of Massachusetts. Any dispute relating to the terms of this MOA shall be adjudicated in Middlesex Superior Court, 200 Tradecenter Drive, Woburn, MA 01901.

**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 the City and CSV. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in the MOA.

20. **No Assignment.** CSV shall not assign, delegate, subcontract or in any way transfer any interest in this MOA without the written permission of the City.

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.

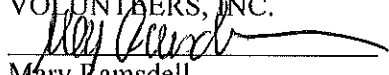
22. **Severability of Provisions.** If any provision of this MOA is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the MOA shall be enforced to the fullest extent permissible by law.

23. **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.

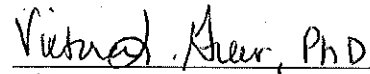
24. **Authority to Execute.** The person executing this Agreement below on behalf of each Party represents and warrants that they are a duly authorized officer and agent of such Party with full authority to execute this Agreement on its behalf. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. For the convenience of the Parties, facsimile and PDF signatures shall be accepted as originals.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their respective duly authorized officers as of the date first noted above.

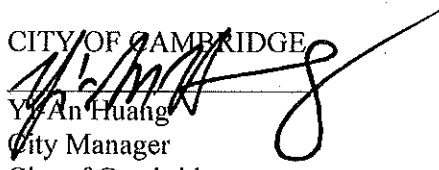
CAMBRIDGE SCHOOL  
VOLUNTEERS, INC.

  
Mary Ramsdell  
Executive Director

CAMBRIDGE PUBLIC SCHOOLS

  
Victoria L. Greer, PhD.  
~~Interim~~ Superintendent of Schools

CITY OF CAMBRIDGE

  
Yi An Huang  
City Manager  
City of Cambridge

Approved as to form:

  
Nancy E. Glowa  
City Solicitor

**Exhibit A**  
**STUDENT DATA PRIVACY AGREEMENT**



## STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement dated ~~September~~ <sup>October</sup> 18, 2022 (hereinafter "Agreement") is by and between the City of Cambridge, a municipal corporation with a principal place of business at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts ("City"), by and through its School Department, also known as Cambridge Public Schools ("CPS"), with a principal place of business at 135 Berkshire Street, Cambridge, Massachusetts, and Cambridge School Volunteers, Inc., a nonprofit corporation incorporated under the laws of the Commonwealth of Massachusetts with its principal office located at Cambridge Rindge and Latin School, 459 Broadway, Room 1105, Cambridge, Massachusetts 02138 ("Contractor"), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. The Contractor and CPS have contracted for the Contractor to provide adults to serve as mentors, tutors and reading buddies to work with and provide support to CPS students in collaboration with CPS professionals ("the Services"), which are institutional services and functions, to CPS. In the course of performing the Services, the Contractor will obtain access to the following confidential student records and/or confidential student record information that contain personally identifiable student records and/or other non-public information data for all CPS students who receive the Services:

Demographic: (i) race/ethnicity; (ii) gender; (iii) DOB; (iv) language spoken at home; (v) ELL status; and (vi) IEP/504 indicator;

Other Student Data Fields: (i) GPA; (ii) current academic performance; (iii) course schedule; and (iv) school information (school, homeroom, teachers);

Contact information: (i) first and last name; (ii) address; (iii) telephone number(s); (iv) student email address; (v) parent/guardian name(s); (vi) parent/guardian telephone numbers; and (vii) parent/guardian email.

These portions of confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or information shall hereinafter be referred to as Data Files ("Data Files"). CPS and the Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with all applicable federal and state statutes and regulations promulgated thereto, including but not limited to, the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. 1232g and 34 CFR Part 99, 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 the Services. The 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 CPS 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 the Contractor to any other party.

2. The 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 the Services. The 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. The Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both applicable federal and state law regarding 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. The Contractor 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, the Contractor agrees that only authorized employees of the Contractor 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 it 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. The Contractor also acknowledges and agrees to:

(i) use the Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services.

(ii) use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is 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. The Contractor further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

(iii) not share the Data Files and/or any portion thereof received under this Agreement with any other entity without prior written approval from CPS and the prior written approval of the parent/guardian of the student or "eligible student" (as defined in 603 C.M.R. 23.00).

(iv) not copy, reproduce or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.

(v) not re-disclose, transfer or sell the Data Files and/or any portion thereof.

(vi) not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.

(vii) not to use the Data Files and/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 or other purposes.

(viii) not to use the Data Files and/or any portion thereof contained therein for the

development of commercial products or services.

(ix) not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. The Contactor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.

(x) notify the Chief Information Officer for CPS in writing within three (3) business 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 any portion thereof. The 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 the Contractor plans to take or has taken in response to said breach. Additionally, the Contractor agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. The Contractor 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 the Data Files or any portion thereof, including personally identifiable information, and agrees to provide CPS, upon request, with a copy of said written incident response plan.

(xi) 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 State Regulations or prohibited from receiving the Data Files or any portion thereof from any entity under 34 C.F.R. 99.31(a)(6)(iii).

(xii) 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 the Data Files or any portion thereof.

(xiii) 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.

(xiv) upon receipt of a request from CPS, promptly begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in the Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods, such that the Contractor and/or any of their subcontractors or agents are no longer in possession of any student work belonging to CPS and to ensure that the Data Files cannot be recovered and are securely destroyed and to provide CPS with any and all Data Files in the Contractor's possession, custody or control within seven (7) days of receipt of said request. The Contractor also will provide CPS with written certification, including an inventory of their Data Files destruction, and with written certification, including an inventory of all Data Files returned to CPS, within fifteen (15) business days of its receipt of CPS request for destruction of Data Files.

(xv) 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, archival or physical form, still in the Contractor's possession, and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred the Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods, such that the Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to CPS and to ensure that the Data Files cannot be recovered and are securely destroyed. The Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction and inventory of all Data Files returned to CPS with fifteen (15) business days of Contractor's cessation of operations.

(xvi) not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.

(xvii) in the event that the Contractor and/or any of its subcontractors or agents to which the Contractor 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 in a manner consistent with technology best practices and industry standards for secure data disposal methods. The Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) business days of any such occurrence.

(xviii) delete CPS Data Files, in a manner consistent with technology best practices and industry standards for secure data disposal methods that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.

(xix) upon receipt of a litigation hold request from the City, immediately implement a litigation hold and preserve all documents and data relevant identified by the City 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.

(xx) upon receipt of a request from CPS, allow CPS to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.

(xxi) cooperate fully with CPS and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of the Services to CPS students and/or CPS, and shall provide full access to the Contractor's facilities, staff, agents and CPS Data Files and all records pertaining to the Contractor, CPS Data Files and delivery of Services to CPS. Failure to cooperate shall be deemed a material breach of the Contract.

(xxii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of CPS.

(xxiii) seek prior written consent from CPS before using any de-identified CPS Data Files for internal product development and improvement and/or research. The Contractor acknowledges and agrees that de-identified CPS Data Files is defined as Data Files that have all direct and indirect

personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers. The Contractor also acknowledges and agrees not to attempt to re-identify de-identified CPS Data Files and not to transfer de-identified CPS Data Files to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to CPS who has provided prior written consent for such transfer.

4. The Contractor agrees that it complies and shall comply 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 the Data Files, to the extent such laws, regulations and rules are specifically applicable to the Contractor, including without limitation the requirement that it have 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 shall fully comply with the provisions of FERPA, 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 protect the confidentiality of the Data Files provide to it. The Contractor shall review and comply with all information security programs, plans, guidelines, standards and policies of CPS provided it in writing that apply to the Services, 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 the Data Files from unauthorized access, destruction, use, modification, disclosure or loss. The Contractor shall ensure that if any Data Files are 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 expiration or termination of this Agreement to ensure that no Data Files are stored on such electronic devices. Furthermore, the Contractor shall have in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely.

5. The Contractor shall require its employees and volunteers to comply with the provisions of this Agreement.

6. The designated representative for the Contractor for this Agreement is:

Mary Ramsdell  
Executive Director  
Cambridge School Volunteers, Inc.  
459 Broadway  
Cambridge, MA 02138  
617-349-6794  
mramsdell@cpsd.us

The designated representative for CPS for this Agreement is:

Steve Smith  
Chief Information Officer  
Information, Communications & Technology Services  
Cambridge Public Schools  
459 Broadway

Cambridge, MA 02138

7. All rights, including intellectual property rights to the Data Files, shall remain the exclusive property of CPS and/or the student, as applicable, and the Contractor is hereby granted a limited, nonexclusive license solely for the purpose of performing the Services and its obligations as outlined in this Agreement. This Agreement does not give the Contractor any rights, implied or otherwise, to the Data Files or any portion thereof, content or intellectual property, except as expressly stated in this Agreement. This includes, without limitation, the right to sell or trade the Data Files or any portion thereof.

8. This Agreement is deemed to be made in the Commonwealth of Massachusetts and it and the legal relations between the Parties hereto shall be governed and construed according to the laws of the Commonwealth of Massachusetts.

9. Subject to applicable law, the Contractor shall be liable for any and all damages, costs and attorneys' fees which the City and CPS may incur as a result of any claims, suits and judgments against the City and CPS which arise out of the acts or omissions of the Contractor, its employees, volunteers, servants, representatives or agents during the term of this Agreement.

10. No delay or omission of CPS to exercise any right hereunder shall be construed as a waiver of any such right and CPS reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture or agency between the City and the Contractor.

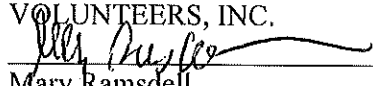
12. If any provision of this Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Agreement shall not be affected.

13. This Agreement is the entire agreement between the City and the Contractor concerning the subject matter hereof, and no amendment or modification hereof, or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties. The Agreement supersedes all prior agreements, discussions and conversations between the parties relating to the subject matter hereof.

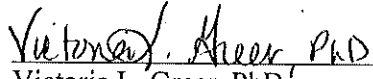
14. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the effect of a signed original. For the convenience of the Parties, facsimile and PDF signatures shall be accepted as originals.

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.

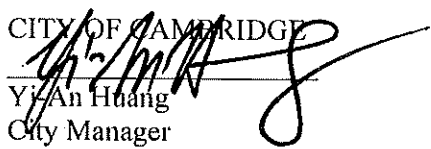
CAMBRIDGE SCHOOL  
VOLUNTEERS, INC.

  
Mary Ramsdell  
Executive Director

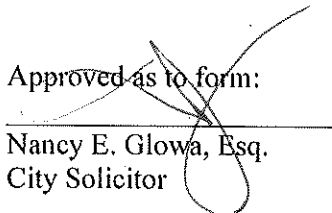
CAMBRIDGE PUBLIC SCHOOLS

  
Victoria L. Greer, PhD  
~~Interim~~ Superintendent of Schools

CITY OF CAMBRIDGE

  
Yi An Huang  
City Manager  
City of Cambridge

Approved as to form:

  
Nancy E. Glowa, Esq.  
City Solicitor

