

**INTERDEPARTMENTAL MEMORANDUM OF AGREEMENT BETWEEN  
THE CAMBRIDGE DEPARTMENT OF HUMAN SERVICES PROGRAMS AND  
THE CAMBRIDGE SCHOOL DEPARTMENT**

This Interdepartmental Memorandum of Agreement ("Agreement") is made this 1<sup>st</sup> day of September 2022 by and between the following two departments of the City of Cambridge ("City"), the Cambridge Department of Human Services Programs, by and through the College Success Initiative of its Office of College Success ("CSI"), and the Cambridge School Department, also known as the Cambridge Public Schools ("CPS"). This Agreement is made in order for the Office of College Success 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 students historically underrepresented in higher education 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, CSI and CPS agree as follows:

1. Responsibilities of CSI. CSI shall be responsible for assisting CRLS students with the transition process to post-secondary educational 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 education 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. CSI also will work in collaboration with the 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 education plan prior to graduation; work with the CRLS principal and guidance counselors to track post-secondary educational success of CRLS graduates into and through post-secondary education programs; and work with the CRLS principal and guidance counselors to look at the past academic performance and other factors of a specific group of CRLS alumni who are receiving post-secondary education supports through CSI in order to identify factors in students' high school academic progress that if adjusted, could improve future students' post-secondary education outcomes.

CSI 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:

Tawanya R. Garrett  
Director, College Success Initiative  
Office of College Success  
City of Cambridge  
51 Inman Street, 1st fl.  
Cambridge, MA 02139  
Office Phone: 617-349-6346  
Email: tgarrett@cambridgema.gov

2. Responsibilities of CPS and CSI. CPS shall be responsible for providing access to APSEN SIS (student information systems) to EDWIN Analytics that will allow authorized CSI 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 services. The student record information contained in ASPEN SIS and EDWIN Analytics, which authorized CSI staff may access solely for the purposes set forth in this Agreement, 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) all math courses taken (specific names and grades); (vi) all English courses taken (specific names and grades); (vii) all science courses taken (specific names and grades); (viii) year of graduation; (ix) number, names, grades and test scores of AP Courses taken; (x) dual enrollment courses and grades; and (xi) 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 number(s); (vii) Student email; (viii) Parent/Guardian name(s); (ix) Parent/Guardian Phone number; (x) Parent/Guardian Email; (xi) Emergency Contact - if different from Parent/Guardian; and (xii) emergency contact phone number(s).

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](mailto:ssmith@cpsd.us)

CSI will work in collaboration with the CRLS principal, deans of curriculum, and guidance counselors to support the Cambridge Public School District's efforts to develop and sustain interventions that better prepare CRLS students academically for post-secondary education programs; work with CRLS guidance counselors 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 education plan prior to graduation; work with the CRLS principal and guidance counselors to track post-secondary educational success of CRLS graduates into and through post-secondary education programs; and work with the CRLS principal and guidance counselors to look at the past academic performance and other factors of a specific group of CRLS alumni who are receiving postsecondary educational supports through the CSI in order to identify factors in students' high school academic progress that, if adjusted, could improve future students' postsecondary educational outcomes.

DHSP's CSI 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:

Tawanya Garrett  
Director  
College Success Initiative  
City of Cambridge Department of  
Human Services Programs  
51 Inman Street, 1st fl.  
Cambridge, MA 02139  
Office Phone: 617-349-6346  
Email: [tgarett@cambridgema.gov](mailto:tgarett@cambridgema.gov)

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:

Khari Milner, Program Manager  
Cambridge Public Schools  
135 Berkshire Street  
Cambridge, MA 02141  
Phone: 617-349-6553  
Email: [kmilner@cpsd.us](mailto:kmilner@cpsd.us)

3. Term of Agreement. This Agreement shall be effective from September 1, 2022 through August 31, 2025. 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. CSI 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. CSI 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. CSI 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, CSI agrees that it and its staff will comply with the Student Data Privacy Agreement that is attached hereto as Exhibit A, which is incorporated by reference as if fully set forth herein.

6. Withdrawal of Staff. CPS may require CSI to withdraw any of its staff (i) whose conduct or work may have a detrimental effect on CPS' public school students or their families and/or CPS staff; (ii) as required by law; or (iii) as 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. CSI 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, CSI agrees to secure any requisite written releases from students and their parents/guardians and staff in connection with any such Reports before conducting any studies or research for such Reports.

8. CORI/SORI Checks and Fingerprint Checks. CSI 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. CSI 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. CSI agrees that it is responsible for ensuring compliance with the state law and regulations relating to all immunization requirements for staff and volunteers. CSI 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 forms.

10. Use of Facilities. CPS agrees that the CSI staff shall be able to use designated rooms and facilities at CRLS. CSI 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 in the school.

11. Not Employees of CPS. CSI and CPS agree that CSI staff assigned to any CPS facility shall not be construed, deemed or otherwise held to be employees, servants, or agents of CPS. CSI and CPS further agree that the CSI 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 CSI 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 CSI 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 CSI 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, CSI and CPS each agree to work together

to come to a resolution that is mutually agreeable. Both CSI 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 CSI and CPS with regard to all matters herein, subject to the approval of the City Manager and the Superintendent of Schools. 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 17.

17. Notices. All notices regarding either amendment, breach, or termination of this Agreement shall be provided, 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  
                                  135 Berkshire Street  
                                  Cambridge, MA 02141

To DHSP's College Success Initiative:

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

Any such notices shall also be provided, in writing, to the following persons:

City Solicitor  
City of Cambridge Law Department  
Cambridge City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139

City Manager

City of Cambridge  
Cambridge City Hall  
795 Massachusetts Avenue  
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 CSI. 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. CSI shall not assign, delegate, subcontract, or in any way transfer any interest in this Agreement without the written permission of CPS and CSI, through the Superintendent of Schools and the City Manager, respectively.

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.

24. Signatures. 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, signatures delivered via email, facsimile, PDF, or other electronic means shall be accepted as originals.

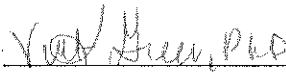
-----Signatures on the following page-----

IN WITNESS WHEREOF, the parties hereto execute this Agreement through their duly authorized representatives as of this \_\_\_\_ of \_\_\_\_\_, 2022.

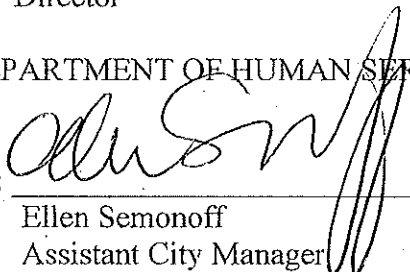
CAMBRIDGE DEPARTMENT OF  
HUMAN SERVICES PROGRAMS'  
COLLEGE SUCCESS INITIATIVE

By:   
Tawanya R. Garrett  
Director

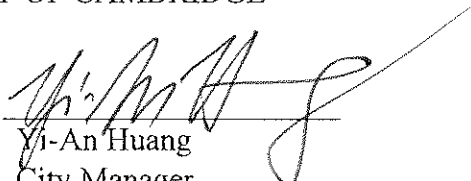
CAMBRIDGE SCHOOL DEPARTMENT

By:   
Victoria L. Greer, PhD  
Superintendent of Schools

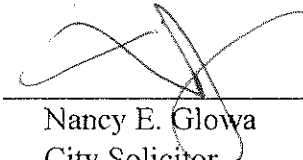
DEPARTMENT OF HUMAN SERVICES PROGRAMS

By:   
Ellen Semonoff  
Assistant City Manager

CITY OF CAMBRIDGE

By:   
Yi-An Huang  
City Manager

APPROVED AS TO FORM

By:   
Nancy E. Glowa  
City Solicitor



**Exhibit A**

## STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement dated \_\_\_\_\_ 2022 (hereinafter "Privacy Agreement") is made by and between the City of Cambridge ("City") College Success Initiative ("CSI"), by and through the Cambridge Department of Human Services Programs' Office of College Success, and the Cambridge School Department, also known as Cambridge Public Schools ("CPS"), and addresses CPS providing CSI with the access to SIS (student information systems) that will allow authorized CSI staff to access the following student record information for all CPS students in grades 9-12 (Classes of 2015-2025); and for CPS providing CSI with student record information contained in ASPEN/Edwin in order to work with Cambridge Rindge and Latin School's ("CRLS") Administration to look at student demographics and 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, CSI 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, CSI 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) all math courses taken (specific names and grades); (vi) all English courses taken (specific names and grades); (vii) all science courses taken (specific names and grades); (viii) year of graduation; (ix) Number, names and grades and test scores of AP Courses taken; (x) dual enrollment courses and grades; and (xi) 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 number(s); (vii) Student email; (viii) Parent/Guardian name(s); (ix) Parent/Guardian Phone number(s); (x) Parent/Guardian Email; (xi) Emergency Contact - if different from Parent/Guardian; and (xii) emergency contact phone number(s) ("Data Files").

CPS and CSI acknowledge and agree that this Privacy 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 CSI 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. CSI 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 Privacy 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 Privacy Agreement shall not under any circumstance transfer from CSI to any other party, and CSI acknowledges and agrees that it is under the direct control of CPS with respect to the use and maintenance of these data files. CPS and CSI acknowledge and agree that this Privacy Agreement does not govern any confidential information that CSI may obtain directly from the student and/or his/her parents/guardians (hereinafter "CSI data"), and that all CSI data is governed and managed in accordance with CSI's own data maintenance and privacy procedures.

2. CSI acknowledges and agrees that it is providing the Services for CPS. CSI 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. CSI 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, CSI agrees that only authorized employees of CSI 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 CSI 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. CSI also acknowledges and agrees:
- (i) to use Data Files shared under this Privacy Agreement for no purpose other than in connection with and through the provision of the Services provided under this Privacy Agreement with CPS.
  - (ii) to 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 Privacy Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. CSI 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 to copy, reproduce, or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.
  - (iv) not to 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, to promptly provide CPS with any specified portion of the Data Files.
  - (vi) in the event of the CSI and/or any of its subcontractors or agents to which the CSI 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. CSI 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, to 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 to assign, subcontract, or in any way transfer any interest in this Privacy Agreement without the prior written consent of CPS.

4. The designated representative for CSI for this Privacy Agreement is:

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

The designated representative for CPS for this Privacy Agreement is:

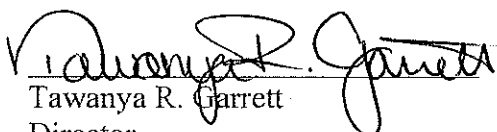
Steve Smith  
Chief Information Officer  
Cambridge Public Schools  
Information, Communications & Technology Services  
459 Broadway  
Cambridge, MA 02138  
Phone: 617-349-3055  
Facsimile: 617-349-6880  
Email: ssmith@cpsd.us

5. CSI represents that it is authorized to bind to the terms of this Privacy 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/or any portion thereof are stored, maintained, or used in any way.
6. The terms and conditions of this Privacy Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.
7. This Privacy 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, signatures delivered via email, facsimile, PDF or other electronic means shall be accepted as originals.

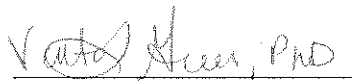
IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Privacy Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written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

CAMBRIDGE DEPARTMENT OF  
HUMAN SERVICES PROGRAMS  
COLLEGE SUCCESS INITIATIVE


CAMBRIDGE SCHOOL DEPARTMENT

  
Tawanya R. Garrett

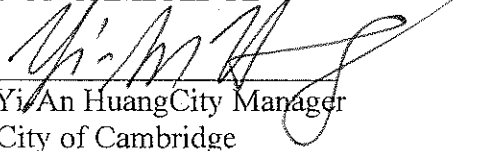
Director  
College Success Initiative  
City of Cambridge

  
Victoria L. Greer, PhD  
Superintendent of Schools

DEPARTMENT OF HUMAN SERVICES PROGRAMS

By:   
Ellen Semonoff  
Assistant City Manager

CITY OF CAMBRIDGE

By:   
Yi An Huang  
City Manager  
City of Cambridge

APPROVED AS TO FORM

By:   
Nancy E. Glowa  
City Solicitor