

**MEMORANDUM OF AGREEMENT BETWEEN  
EAST END HOUSE AND  
CITY OF CAMBRIDGE**

This Memorandum of Agreement ("Agreement") is made this \_\_\_\_\_ day of September 2018 between East End House, located at 105 Spring Street, Cambridge, Massachusetts 02141 ("East End House"), and the City of Cambridge, a municipal corporation with a principal place of business at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts ("City"), on behalf of the Cambridge Public Schools, a department of the City with a principal place of business at 159 Thorndike Street, Cambridge, Massachusetts ("CPS").

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

WHEREAS, East End House uses a holistic approach to promote the well-being, academic achievement, and successful transition to adulthood of children and youth from under-resourced families in Cambridge. As part of this approach, East End House provides support services to a diverse population, from infants to seniors, to strengthen family and community.

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, East End House and the City agree as follows:

1. Responsibilities of East End House: East End House through its School Age and Middle School Programs, will offer extra academic and social-emotional support and growth opportunities to Cambridge Public School students during out-of-school time (OST) hours, including after school five days/week, through full-day programming during school vacation weeks, and during the summer in order to provide comprehensive programming that services the participating students' academic and overall needs. With a minimum of 1:13 and a goal of 1:7 staff to student ratio, the School Age and Middle School Programs offer an intense focus on student engagement, relationship building between students and staff, and family engagement.

East End House 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:

Michael Delia  
President & Chief Executive Officer  
East End House  
105 Spring Street  
Cambridge, MA 02141  
617-876-4444

2. **Responsibilities of CPS.**

A. CPS shall be responsible for providing annual student data reports (“Data Files”). More specifically, the Data Files will include the following student record information for all East End House CPS student participants (grades k through 8):

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) DOB; (iv) Language spoken at home; (v) ELL status; and (vi) IEP/504 (simply get “x” if yes – no specific details)

Student Data Fields: (i) Assessment Scores (MCAS, PARCC); (ii) progress reports; (iii) report cards; (iv) current IEP; (v) current 504 plan; (vi) SASID; and (vii) Grade Transcript.

Contact information: (i) First, Last Name; (ii) Address; (iii) Phone(s); (iv) Student email; (v) Parent/Guardian name(s); (vi) Parent/Guardian Phone; (vii) Parent/Guardian Email; (viii) Parent/Guardian Address; and (ix) Emergency Contact and 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 Technology Officer  
Information, Communications and Technology Services  
Cambridge Public Schools  
459 Broadway  
Cambridge, MA 02138  
Phone: 617-349-6830  
Facsimile: 617-349-6800  
Email: ssmith@cpsd.us

B. East End House shall be responsible for providing copies of all signed Student Record information releases for all East End House CPS student participants at the start of each student's participation in the East End House program. The provision of such releases shall occur within three (3) business days of the start of the student's participation in the East End House Program. East End House Program further agrees to notify CPS within three (3) business days of when any CPS student ceases to participate in the East End House Program and/or the student's parent/guardian withdraws consent for the release of student record information to the East End House Program.

East End House 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:

Michael Delia  
President & Chief Executive Officer  
East End House  
105 Spring Street  
Cambridge, MA 02141  
617-876-4444

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. **Use of Facilities.** CPS agrees that East End House shall be able to use the rooms and facilities at Putnam Avenue Upper School, located at 100 Putnam Avenue. East End House 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.

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

5. **Compliance with CPS Policies and Procedures and Federal and State Law.** East End House agrees that it and its staff, faculty, students and interns shall be required to keep themselves informed of and at all times compliant with CPS' rules and

regulations as well as all local, state and federal laws, as then in effect, that may in any manner affect the work specified under this Agreement while at CPS sites or facilities, including without limitation, (i) those policies and procedures concerning the rights and confidentiality of public school students and their families, and (ii) those policies and procedures regarding ensuring the health, safety and welfare of CPS students and staff, including without limitation, emergency procedures.

6. **Confidential Information** East End House agrees that it and its staff, faculty, students and interns will comply with all rules and regulations regarding or relating to the release of confidential information, including without limitation, student records and student record information, in connection with the provision of services under this Agreement. East End House further agrees that it shall instruct its staff, faculty, students and interns not to publish, disseminate or otherwise release any confidential information without first obtaining review and written approval of CPS and the affected individuals. Additionally, East End House agrees that it and its staff, faculty, students and interns 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.

7. **Withdrawal of Staff**. CPS may require East End House to withdraw any staff, faculty, students, interns and/or members of the East End House whose conduct or work may have a detrimental effect on CPS' 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.

8. **Publication of Field Studies or Research**. East End House 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 cleared prior to publication, release or dissemination with CPS. If CPS does not agree in writing to the publication, release or dissemination of the Reports, whether in whole or in part, then East End House agrees that the Reports shall not be published, distributed, released, disseminated or otherwise released to the public. Additionally, East End House 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.

9. **Immunization Requirements**. East End House agrees that it is responsible for ensuring compliance with the state law and regulations relating to the immunization requirements for staff, faculty, students and interns. East End House further agrees to that it will verify for all staff, faculty, students and interns assigned to a facility within CPS that the individuals have appropriate documentation of immunization 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. **CORI/SORI and Fingerprint Checks.** East End House acknowledges and agrees that all faculty, staff and interns 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 all applicable state and federal rules and regulations, and in compliance with M.G.L.c. 6, §§167-178 and 803 CMR §§2.00 before participating, providing services and/or working under the terms of this Agreement. East End House acknowledges and agrees that it is responsible for conducting both the CORI/SORI and fingerprint-based CHRI check and that the costs associated with such CORI/SORI and fingerprint-based CHRI checks are not the responsibility of the City.

11. **Not Employees of CPS.** East End House and the City agree that staff, interns, students and faculty assigned to any CPS facility shall not be construed, deemed or otherwise held to be employees, servants or agents of the City. East End House and CPS further agree that the staff, interns, and faculty assigned to any CPS facility shall not be entitled to compensation or other benefits that ordinarily accrue to employees of the City.

12. **Non-Discrimination Statement.** Neither East End House 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.

13. **Compliance with Law.** Both East End House and the City 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 East End House 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, East End House and CPS each agree to work together to come to a resolution that is mutually agreeable. Both East End House 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 East End House and the City 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 17.

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 East End House:

Michael Delia  
President & Chief Executive Officer  
East End House  
105 Spring Street  
Cambridge, MA 02141  
617-876-4444

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 East End House. 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.** East End House shall not assign, delegate, subcontract or in any way transfer any interest in this Agreement without the written permission of both the City 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. **Indemnification.** East End House agrees to hold the City of Cambridge and CPS and any of its officers, agents and employees harmless from all suits and claims against them arising from or relating to any acts or omissions by East End House or its officers, agents, employees, faculty, students or anyone acting in connection with their performance under this Agreement.


23. **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.

24. **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.

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement through their duly authorized representatives as of 26 day of September, 2018.

EAST END HOUSE AFTERSCHOOL PROGRAM

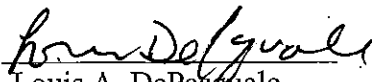
  
Michael J. Delia  
President and Chief Executive Officer  
East End House

CAMBRIDGE PUBLIC SCHOOLS

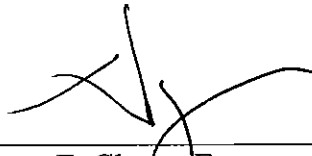


\_\_\_\_\_  
Kenneth N. Salim, Ed.D.  
Superintendent of Schools  
Cambridge Public Schools

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 September \_\_\_\_\_, 2018 (hereinafter "Agreement") is by and between City of Cambridge on behalf of the Cambridge Public Schools, a department of the City of Cambridge ("CPS") and East End House ("Contractor"), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and CPS have contracted for the Contractor to extra academic and social-emotional support and growth opportunities to Cambridge Public School students during out-of-school time (OST) hours, including after school five days/week, through full-day programming during school vacation weeks, and during the summer, in order provide comprehensive programming that services the participating students' academic and overall needs. With a minimum of 1:13 and a goal of 1:7 staff to student ratio, the School Age and Middle School Programs offer an intense focus on student engagement, relationship building between students and staff, and family engagement, ("the Services"), which are institutional services and functions, to CPS. In the course of performing the Services, Contractor will obtain the following portions of confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or other non-public information, including but not limited to, student data, meta data and user content for all East End House CPS student participants (grades K-8):

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) DOB; (iv) Language spoken at home; (v) ELL status; and (vi) IEP/504 (simply get "x" if yes – no specific details)

Student Data Fields: (i) Assessment Scores (MCAS, PARCC); (ii) progress reports; (iii) report cards; (iv) current IEP; (v) current 504 plan; (vi) SASID; and (vii) Grade Transcript.

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

These portions of confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or other non-public information, including but not limited to, student data, meta data and user content shall hereinafter be referred to as Data Files ("Data Files"). CPS and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and Massachusetts student record regulations, 603 C.M.R. 23.00 ("State Regulations"). The Data

Files will be used by the Contractor's employees to populate student data for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to data from any source that contains personally identifiable information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any personally identifiable student data contained therein under this Agreement shall not under any circumstances transfer from Contractor to any other party.

2. Contractor acknowledges and agrees that it is providing institutional services or functions for CPS and that it is under direct control of CPS with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by CPS and CPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files 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. 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, 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. Contractor 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 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. 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.
- (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. Contractor 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) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any DataFiles and/or any portion thereof contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise

breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, 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. 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 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 and/or any personally identifiable information 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 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) calendar days of receipt of said request.
- (xiv) upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying any Data Files, be it digital, 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 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 practices and industry standards for secure data disposal methods such that 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 and to

provide CPS with any and all Data Files in Contractor's possession, custody or control within seven (7) calendar days of receipt of said request. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to CPS, within fifteen (15) 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, 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 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 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. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, and an inventory of all Data Files returned to CPS, within fifteen (15) 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 practice and industry standards for secure data disposal methods. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.
- (xviii) delete CPS Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses

in a manner consistent with technology best practice and industry standards for secure data disposal methods.

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

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

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

Michael Delia  
President & Chief Executive Officer  
East End House  
105 Spring Street  
Cambridge, MA 02141



617-876-4444

and

The designated representative for CPS for this Agreement is:

Steve Smith  
Chief Technology Officer  
Cambridge Public Schools  
Information, Communications & Technology Services  
459 Broadway  
Cambridge, MA 02138  
617-349-6830

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

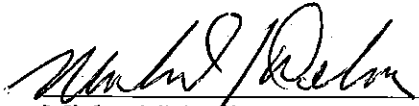
8. No delay or omission of CPS to exercise any right hereunder shall be construed as a waiver of any such right and CPS reserves the right to exercise any such right from time to time, as often as may be deemed expedient.


9. 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.

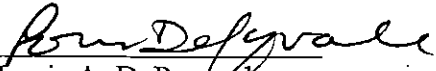
EAST END HOUSE

CAMBRIDGE PUBLIC SCHOOLS

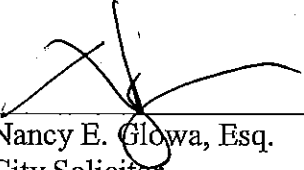
  
Michael J. DeJia  
President & Chief Executive Officer

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

CITY OF CAMBRIDGE

By:   
Louis A. DePasquale  
City Manager  
City of Cambridge

Approved as to form:

  
Nancy E. Glowa, Esq.  
City Solicitor