

## MEMORANDUM OF AGREEMENT BETWEEN BREAKTHROUGH GREATER BOSTON AND CITY OF CAMBRIDGE

This Memorandum of Agreement ("Agreement") is made this \_\_ day of September 2022 between Breakthrough Greater Boston, located at Cambridge Rindge and Latin School, 459 Broadway, Room 2104, Cambridge, Massachusetts 02138 (Mailing Address: P.O. Box 381486, Cambridge, Massachusetts 02238-1486 ("Breakthrough Greater Boston Program"), and the City of Cambridge ("City"), 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 135 Berkshire Street, Cambridge, Massachusetts ("CPS").

WHEREAS, the purpose of this Agreement is to support and facilitate services and functions that augment CPS' mission to provide 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 education all of its students at high levels.

WHEREAS, Breakthrough Greater Boston Program inspires excitement for learning, creates paths to college and promotes careers in education.

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, Breakthrough Greater Boston Program and the City agree as follows:

1. **Responsibilities of Breakthrough Greater Boston Program:** Breakthrough Greater Boston Program shall be responsible for providing intensive, year-round academic and college preparation services for approximately 250 Cambridge students who come from under-resourced backgrounds; these services are free for all students. Breakthrough also runs a teacher training program for as many as 100 diverse high school and college-aged teachers, tutors, and college access coaches.

Distinct services for students in grades 7-12 include:

- (i) Summer coursework and mentoring for students in grades 7-9 in English, writing, math, science, and social studies;
- (ii) After school programming for students in grades 7-8 focused on academic support, homework completion, and participation in academic electives;
- (iii) After school study hall program for students in grades 9-10 focused on academic support, homework completion, and development of study skills and organizational strategies;

- (iv) After-school college application support for students in grades 11-12 focused on standardized test preparation and support with completing college and scholarship applications.

Breakthrough Greater Boston Program 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:

Amee Naik  
Senior Director of High School Programs  
Breakthrough Greater Boston  
P.O. Box 381486  
Cambridge, MA 02238-1486  
617-349-6647  
anaik@btgbmail.org

2. **Responsibilities of CPS and Breakthrough.**

A. CPS shall be responsible for providing access to SIS (student information system) that will allow authorized Breakthrough Greater Boston Program faculty and staff to access student record information for all Breakthrough Greater Boston Program CPS student participants (grades 5-12):

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) Assessment Scores (MCAS, PARCC); (iii) Assessment Scores (PSAT, SAT and ACT); (iv) Attendance; (v) CPS Enrollment; (vi) Course Requests; (vii) Counselor(s); (viii) Current Academic Performance; (ix) Diploma Type; (x) AP Test Scores; (xi) Dual Enrollment; (xii) Discipline/Behavioral Alerts; (xiii) Chapter 74 (RSTA) Information; (xiv) Counselor(s); (xv) Grade Transcript; (xvi) Graduation Information; (xvii) Instructional language; (xviii) Academic Programs; (xix) Course Schedule; and (xx) School Information (School, Homeroom, Teachers);

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

Breakthrough Greater Boston Program 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, to only use the password for work related matters related to the provision of services to CPS students participating in the Breakthrough Greater Boston Program, not to share such password with any other individual, not to post the password anywhere, and to immediately notify the Information, Communication and Technology Services Office of the Cambridge

Public Schools when Breakthrough Greater Boston Program and/or any of its staff first become aware of any loss, theft 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. Breakthrough Greater Boston Program shall be responsible for providing copies of all signed Student Record information releases for all Breakthrough Greater Boston Program CPS student participants (grades 5-12) at the start of each student's participation in the Breakthrough Greater Boston Program. The provision of such releases shall occur within three (3) business days of the start of the student's participation in the Breakthrough Greater Boston Program. Breakthrough Greater Boston Program further agrees to notify CPS within seven (7) business days of when any CPS student ceases to participate in the Breakthrough Greater Boston Program and/or the student's parent/guardian withdraws consent for the release of student record information to the Breakthrough Greater Boston Program.

Breakthrough Greater Boston Program 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:

Amee Naik  
Senior Director of High School Programs  
Breakthrough Greater Boston  
P.O. Box 381486  
Cambridge, MA 02138  
617-349-6647  
anaik@btgbmail.org

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 Breakthrough Greater Boston Program shall be able to use the rooms and facilities at Cambridge Rindge and Latin School necessary to run its programming, including room 2104 for year-round office space. Also, upon permit approval, 25 classrooms, cafeteria, gym, kitchen, and storage necessary to run the summer program. Breakthrough Greater Boston Program 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 Department-run programs operating in the school.

4. **Compliance with CPS Policies and Procedures and Federal and State Law.** Breakthrough Greater Boston Program agrees that it and its faculty and 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** Breakthrough Greater Boston Program agrees that it and its faculty and 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. Breakthrough Greater Boston Program further agrees that it shall instruct its faculty and 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, Breakthrough Greater Boston Program agrees that it and its faculty and staff will comply with the Student Data Privacy Agreement that is attached hereto at **Exhibit A**, which is incorporated by reference as if fully set forth herein.

6. **Withdrawal of Staff.** After consultation with the Executive Director of Breakthrough Greater Boston, CPS may require Breakthrough Greater Boston Program to withdraw any faculty of the Breakthrough Greater Boston Program whose conduct or work may have a detrimental effect on CPS' public school students or their families and/or CPS staff; is required by law; or is deemed by CPS as necessary to protect the health, safety or welfare of the CPS' public school students, their families, CPS staff and/or other individuals.

7. **Publication of Field Studies or Research.** Breakthrough Greater Boston Program 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 not include any student record information and/or personally identifiable information of students. Additionally, Breakthrough Greater Boston Program agrees to secure any requisite written releases from students and their parents/guardians and staff in connection with any such Reports and/or before conducting any studies or research for such Reports.

8. **Immunization Requirements.** Breakthrough Greater Boston Program agrees that it is responsible for ensuring compliance with any applicable state law and regulations relating to the immunization requirements for staff, faculty, students and interns. Breakthrough Greater Boston Program 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.

9. **SORI and Fingerprint Checks.** Breakthrough Greater Boston Program acknowledges and agrees that all faculty and staff assigned to a facility within CPS who will have direct and unmonitored contact with students 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 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 MOA. Breakthrough Greater Boston Program acknowledges and agrees that it is responsible for conducting both the CORI/SORI and fingerprint based CHRI checks and that the costs associated with such CORI/SORI and fingerprint-based CHRI checks are not the responsibility of the City.

10. **Not Employees of CPS.** Breakthrough Greater Boston Program and the City agree that Breakthrough Greater Boston Program staff and volunteers assigned to any CPS facility shall not be construed, deemed or otherwise held to be employees, servants or agents of the City. Breakthrough Greater Boston Program and the City further agree that the staff and volunteers assigned to any CPS facility shall not be entitled to compensation or other benefits that ordinarily accrue to employees of the City.

11. **Non-Discrimination Statement.** Neither Breakthrough Greater Boston Program 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 Breakthrough Greater Boston Program 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, Breakthrough Greater Boston Program and CPS each agree to work together to come to a resolution that is mutually agreeable. Both Breakthrough Greater Boston Program 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.

13. **Agreement of Parties.** This Agreement constitutes the entire understanding and agreement between Breakthrough Greater Boston Program 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.

14. **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 15.

15. **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  
135 Berkshire Street  
Cambridge, MA 02141

To Breakthrough Greater Boston Program:  
Elissa Spelman  
Breakthrough Greater Boston  
PO Box 381486  
Cambridge, MA 02138  
617-349-6647

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

16. **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.

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

18. **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 Breakthrough Greater Boston Program. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in the Agreement.

19. **No Assignment.** Breakthrough Greater Boston Program shall not assign, delegate, subcontract or in any way transfer any interest in this Agreement without the written permission of both the City and CPS.

20. **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.

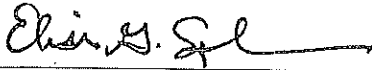
21. **Severability of Provisions.** If any provision of this MOA is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the MOA shall be enforced to the fullest extent permissible by law.

22. **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.

23. **Authority to Execute.** The person executing this Agreement below on behalf of Breakthrough Greater Boston Program represents and warrants that he/she is a duly authorized officer and agent of Breakthrough Greater Boston Program with full authority to execute this Agreement on its behalf.


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Amendment to be executed by their respective duly authorized officers as of 2nd day of August 2022.

BREAKTHROUGH GREATER BOSTON PROGRAM



Elissa Spelman  
Executive Director,  
Breakthrough Greater Boston

CAMBRIDGE PUBLIC SCHOOLS



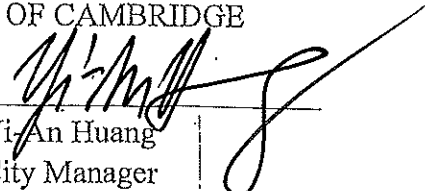
Victoria L. Greer, PhD  
Superintendent of Schools

Approved as to form:



Nancy E. Glowa, Esq.  
City Solicitor

CITY OF CAMBRIDGE

By:   
Yi-An Huang  
City Manager

**Exhibit A**



## STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement dated September \_\_\_\_, 2022 (hereinafter "Agreement") is by and between the City of Cambridge on behalf of the Cambridge Public Schools, a department of the City of Cambridge ("CPS") and Breakthrough Greater Boston ("Contractor"), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and CPS have contracted for the Contractor to provide ("the Services"), which are institutional services and functions, to CPS. In the course of performing the Services, Contractor will obtain access to the following portions of confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or information for all Breakthrough Greater Boston Program CPS student participants (grades 5-12):

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) Assessment Scores (MCAS, PARCC); (iii) Assessment Scores (PSAT, SAT and ACT); (iv) Attendance; (v) CPS Enrollment; (vi) Course Requests; (vii) Counselor(s); (viii) Current Academic Performance; (ix) Diploma Type; (x) AP Test Scores; (xi) Dual Enrollment; (xii) Discipline/Behavioral Alerts; (xiii) Chapter 74 (RSTA) Information; (xiv) Counselor(s); (xv) Grade Transcript; (xvi) Graduation Information; (xvii) Instructional language; (xviii) Academic Programs; (xix) Course Schedule; and (xx) School Information (School, Homeroom, Teachers);

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

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

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 applicable federal and state law regarding the use and re-disclosure of the Data Files, including without limitation, any student data and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files, including without limitation, any student data and/or personally identifiable information contained in the Data Files without the express written consent of CPS. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files and that it and its employees shall protect the confidentiality of the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students.

3. Contractor also acknowledges and agrees to:
- (i) use personally identifiable student data shared under this Agreement for no purpose other than in connection with and through the provision of the Services.
  - (ii) use reasonable methods, consistent with industry standards, to protect the Data Files and/or any personally identifiable student data contained therein from re-disclosure.
  - (iii) not share the Data Files and/or any personally identifiable student data received under this Agreement with any other entity without prior written approval from CPS.
  - (iv) not copy, reproduce or transmit the Data Files and/or any personally identifiable student data contained therein, 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. 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) days of its determination that it has experienced a data breach, breach of security or unauthorized acquisition or use of any Data Files and/or personally identifiable student data contained therein. Contactor 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 Contactor plans to take or has taken in response to said breach. Additionally, Contactor 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. Contactor 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 personally identifiable data contained therein to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving personally identifiable from any entity under 34 C.F.R. 99.31(a)(6)(iii).
- (xii) to maintain backup copies, backed up at least daily, of Data Files in case of Contactor system failure or any other unforeseen event resulting in loss of Data Files.
- (xiii) to, upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files within three (3) days of receipt of said request.
- (xiv) to, upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying, in a manner consistent with technology best practice and industry standards for secure data disposal methods, any Data Files, be it digital or physical form, still in Contactor's possession such that Contactor is no longer in possession of any student work belonging to

CPS and to provide CPS with any and all Data Files in Contractor's possession, custody or control within seven (7) days of receipt of said request.

- (xv) to, in the event of the Contractor's cessation of operations, promptly return all Data Files to CPS in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in Contractor's possession, in a manner consistent with technology best practice and industry standards for secure data disposal methods, such that Contractor is no longer in possession of any student work belonging to CPS and 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) 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) to 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) to, upon receipt of a litigation hold request from CPS, immediately implement a litigation hold and preserve all documents and data relevant identified by CPS and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
- (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 the Commonwealth and maintaining safeguards for personal information, to the extent such laws, regulations and rules are specifically applicable to Contractor. Contractor hereby further certifies under penalties of perjury that, if it is receiving "personal data" as defined under 201 C.M.R. 17.00 *et seq.*, that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 *et seq.* Further, the Contractor hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 *et seq.*, and to fully protect the confidentiality of any student data and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if personal information and/or student record information is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information


and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and have a protocol in place to ensure use by employees.

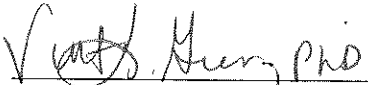
5. Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any personally identifiable student data contained therein, all related or associated institutions, individuals, employees or contractors who may have access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

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

BREAKTHROUGH GREATER BOSTON

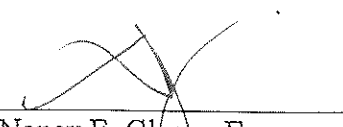
CAMBRIDGE PUBLIC SCHOOLS

  
Elissa Spelman  
Executive Director

  
Victoria L Greer, PhD  
Superintendent of Schools

CITY OF CAMBRIDGE

By:   
Yi-An Huang  
City Manager

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