

**MEMORANDUM OF AGREEMENT BETWEEN THE YOUNG PEOPLE’S PROJECT,
INC. AND CITY OF CAMBRIDGE**

This Memorandum of Agreement (“Agreement”) is entered into as of 04/24/2024, between The Young People’s Project, Inc., a Mississippi corporation with a principal place of business located at 114 Windy Hill Cove, Jackson Mississippi (“TYPP”), 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 School Department a/k/a 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 opportunities to develop math and STEM literacy skills that will help students to succeed in school and in life.

WHEREAS, TYPP uses Math Literacy Work to develop the abilities of elementary through high school students to succeed in school and in life and in doing so involves them in efforts to eliminate instructional obstacles to their success.

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, TYPP and the City agree as follows:

1. **Responsibilities of TYPP.** TYPP shall be responsible for providing the supports and structures to support out of school time near-peer facilitation of Math and STEM subject matter based activities led by high school students for middle school students within CPS.

TYPP 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:

Maisha Moses
Executive Director
The Young People’s Project, Inc.
99 Bishop Allen Drive
Cambridge, MA 02139
Phone: 617-910-3643
maisha@typp.org

2. **Responsibilities of CPS and TYPP.**

A. CPS shall be responsible for providing access to an SIS (student information system) that will allow authorized TYPP staff to access the following student record information for all CPS students that are participating in the TYPP’s out of school time near-peer facilitation of Math and STEM subject matter activities and Flagway programs (hereinafter “the Programs”) for each of the years that the students are participating in the Programs:

Student Data Fields: (i) student name; (ii) MCAS growth and proficiency scores; (iii) i-Ready Scores (fall and spring); (iv) Race/Ethnicity; (v) Gender; (vi) DOB; (vii) Language spoken at home; (viii) ELL status; and (ix) IEP/504 (simply get “x” if yes – no specific details).

TYPP 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 Programs, 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 CPS when TYPP 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:

Chief Information Officer
Information, Communications and Technology Services
Cambridge Public Schools
459 Broadway
Cambridge, MA 02138
Phone: 617-349-6830
Facsimile: 617-349-6800

B. TYPP shall be responsible for providing copies of all signed Student Record information releases for all TYPP CPS student participants (grades 5-12) at the start of each student's participation in the Programs. The provision of such releases shall occur within three (3) business days of the start of the student's participation in the Programs. TYPP further agrees to notify CPS within seven (7) business days of when any CPS student ceases to participate in the Programs and/or the student's parent/guardian withdraws consent for the release of student record information to the TYPP.

TYPP 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:

Maisha Moses
Executive Director
The Young People's Project, Inc.
99 Bishop Allen Drive
Cambridge, MA 02139
Ph: 617-910-3643
maisha@typp.org

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

3. **Use of Facilities.** CPS agrees that upon permit approval and approval of CPS school principals, as applicable, TYPP shall be able to use the classrooms, school gymnasiums, STEAM labs and other designated school facilities for school and after school programming in collaboration with CPS. TYPP 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 School Department-run programs operating in the schools.

4. **Compliance with CPS Policies and Procedures and Federal and State Law.** TYPP 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.** TYPP 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. TYPP 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, TYPP 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.** After consultation with the Executive Director of TYPP, CPS may require TYPP to withdraw any staff of TYPP 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 CPS' public school students, their families, CPS staff and/or other individuals.

7. **Publication of Field Studies or Research.** TYPP 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, TYPP agrees to secure any requisite written releases from students and their parents/guardians/ authorized caregivers and staff in connection with any such Reports and/or before conducting any studies or research for such Reports.

8. **Immunization Requirements.** TYPP agrees that it is responsible for ensuring compliance with any applicable state law and regulations relating to the immunization requirements for staff, students and interns. TYPP further agrees that it will verify for all staff, 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. **CORI/SORI and Fingerprint Checks.** TYPP acknowledges and agrees that all 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 Commonwealth'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. TYPP acknowledges and agrees that it is responsible for conducting both the CORI/SORI and finger-print 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.** TYPP and the City agree that TYPP 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. TYPP and the City further agree that TYPP 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 TYPP 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 TYPP 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, TYPP and CPS each agree to work together to come to a resolution that is mutually agreeable. Both TYPP 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 TYPP and the City with regard to all matters herein. This Agreement

19. **No Assignment.** TYPP 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 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.

22. **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.

23. **Authority to Execute.** The person executing this Agreement below on behalf of TYPP represents and warrants that they are a duly authorized officer and agent of TYPP with full authority to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first noted on page 1, above.

THE YOUNG PEOPLE’S PROJECT, INC.

Maisha Moses

Maisha Moses
Executive Director
The Young People’s Project, Inc.

CAMBRIDGE PUBLIC SCHOOLS

Victoria L. Greer
/Victoria L. Greer/ (Apr 24, 2024 09:43 EDT)

Victoria L. Greer, PhD
Superintendent of Schools

Approved as to form:

Megan B. Bayer

Megan B. Bayer, Esq.
Acting City Solicitor

CITY OF CAMBRIDGE

By: *Yi-An Huang*
Yi-An Huang (Apr 24, 2024 11:51 EDT)

Yi-An Huang
City Manager
City of Cambridge

Exhibit A

STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement entered into as of 04/24/2024, (hereinafter “Agreement”) is by and between the City of Cambridge with a principal place of business at 795 Massachusetts Avenue, Cambridge, Massachusetts on behalf of the Cambridge School Department a/k/a Cambridge Public Schools, a department of the City of Cambridge (“CPS”), a municipal corporation with a principal place of business at 135 Berkshire Street, Cambridge, MA and The Young People’s Project, Inc. (“Contractor”), a Mississippi Corporation with a principal place of business at 114 Windy Hill Cove, Jackson Mississippi and also 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 services (“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 CPS students that are participating the TYPP’s out of school time near-peer facilitation of Math and STEM subject matter activities and Flagway programs (hereinafter “the Programs”) for each of the years that the students are participating in the Programs:

Student Data Fields: (i) student name; (ii) MCAS growth and proficiency scores; (iii) i-Ready Scores (fall and spring); (iv) Race/Ethnicity; (v) Gender; (vi) DOB; (vii) Language spoken at home; (viii) ELL status; and (ix) IEP/504 (simply get “x” if yes – no specific details).

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/caregivers.
 - (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/caregivers 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. 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 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 Contractor 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 Contractor's possession such that Contractor 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 practices 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/caregivers. 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.

THE YOUNG PEOPLE’S PROJECT, INC.

CAMBRIDGE PUBLIC SCHOOLS

Maisha Moses

Victoria L Greer

/Victoria L. Greer/ (Apr 24, 2024 09:43 EDT)

Maisha Moses
Executive Director

Victoria L Greer, PhD
Superintendent of Schools

CITY OF CAMBRIDGE

By: *Yi-An Huang*
Yi-An Huang (Apr 24, 2024 11:51 EDT)

Yi-An Huang
City Manager
City of Cambridge

Approved as to form: *Megan B. Bayer*
Megan B. Bayer, Esq.
Acting City Solicitor