

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

This Interdepartmental Memorandum of Agreement (“Agreement”) is made this 8 day of December 2023, by and between the following two departments of the City of Cambridge (“City”), the Cambridge Department of Human Services Programs (“DHSP”), by and through the Office of Workforce Development (“OWD”), and the Cambridge School Department, also known as Cambridge Public Schools (“CPS”). This Agreement is made in order for OWD to support and facilitate CPS’s institutional services and functions by providing job search assistance and career support to CPS students, including youth employment programming, job search assistance, a youth employment center at Cambridge Rindge and Latin School (“CRLS”), and STEAM internship development (“Services”).

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, OWD and CPS agree as follows:

1. Responsibilities of OWD. OWD shall be responsible for providing job search assistance and career support to CPS students, including youth employment programming, job search assistance, and STEAM internship development. OWD also will work, in collaboration with designated CPS staff, to support CPS’s efforts to provide academic enrichment and career exploration and immersion programming for students outside of school times, including youth employment programming, job search assistance, a youth employment center at CRLS, and STEAM internship development.

OWD 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:

George Hinds
Director of Youth Employment
Office of Workforce Development
City of Cambridge
51 Inman Street
Cambridge, MA 02139
Phone: 617-349-6268
Email: ghinds@cambridgema.gov

2. Responsibilities of CPS and OWD. CPS shall be responsible for providing access to APSEN SIS (student information systems) and Naviance, which will allow authorized OWD staff to access the following student record information for all CPS students in Grades 8 through 12, as well as to fourteen year old CPS students in Grade 7

when specifically requested by OWD, to confirm student eligibility for certain state and federally funded programs serving low-income or vulnerable populations, to prioritize placement in programming for lower income youth, and to understand accommodations and supports being offered in schools for students with disabilities in the hope of providing supportive work placements. The student record information contained in ASPEN SIS and Naviance, which authorized OWD staff may access solely for the purposes set forth in this Agreement, includes:

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) chronic absence alerts; and (iv) students who are identified as high needs (IEP, current or former ELL, or economically disadvantaged); and

Contact Information: (i) Student's First and Last Name and Address; (ii) Parent/Guardian/Caregivers name(s) and address(es); and (iii) Parent/Guardian/Caregivers Phone number.

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

OWD will work in collaboration with the CRLS principal, deans, guidance counselors, and other designated CPS staff to support CPS's efforts and will share information with CPS about academic enrichment and career exploration and immersion programming that CPS students have participated in outside of school time, including paid academic programs, college tours, and career activities for inclusion in Naviance.

OWD 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:

George Hinds
Director of Youth Employment
Office of Workforce Development

City of Cambridge
51 Inman Street
Cambridge, MA 02139
Phone: 617-349-6268
Email: ghinds@cambridgema.gov

CPS designates the following individual as the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

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

3. Term of Agreement. This Agreement shall be effective from December 8, 2023 through August 31, 2026. The Agreement may be terminated by either party upon thirty (30) days' written notice.

4. Compliance with CPS Policies and Procedures and Federal and State Law. OWD agrees that it and its staff shall be required to keep themselves informed of and at all times compliant with CPS's rules and regulations as well as all local, state, and federal laws 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. OWD 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. OWD 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, OWD agrees that it and its staff will comply with the Student Data Privacy Agreement that is attached hereto as Exhibit A, which is incorporated by reference as if fully set forth herein.

6. Withdrawal of Staff. CPS may require OWD to withdraw any of its staff (i) whose conduct or work may have a detrimental effect on CPS's public school students or their families and/or CPS staff; (ii) as required by law; or (iii) as deemed by CPS as

necessary to protect the health, safety, or welfare of the CPS students, their families, CPS staff, and/or other individuals.

7. Publication of Field Studies or Research. OWD agrees that any publications, including without limitation special reports or other articles, studies, and/or research (collectively referred to as "Reports"), related to or arising out of this Agreement shall be done in coordination with CPS. Additionally, OWD agrees to secure any requisite written releases from students and their parents/guardians and staff in connection with any such Reports before conducting any studies or research for such Reports.

8. CORI/SORI Checks and Fingerprint Checks. OWD acknowledges and agrees that all faculty and staff assigned to a facility within CPS must successfully be screened in accordance with the State's Criminal Offender Record Information ("CORI") check and all applicable provisions of the Sexual Offender Registration and Community Notification ("SORI") Law (M.G.L. c. 6, as amended by c. 239 of the Acts of 1996) and have a fingerprint-based Criminal History Record Information ("CHRI") check conducted as authorized by M.G.L. c. 71, §38R and 42 U.S.C. § 16962, in accordance with applicable federal and state rules and regulations, and in compliance with M.G.L. c. 6, §§167-178 and 803 C.M.R. § 2.00 before participating, providing services, and/or working under the terms of this Agreement. OWD acknowledges and agrees that it is responsible for conducting both the CORI/SORI and finger-print based CHRI checks and that the cost associated with such CORI/SORI and fingerprint-based checks is not the responsibility of CPS.

9. Immunization Requirements. OWD agrees that it is responsible for ensuring compliance with state law and regulations relating to immunization requirements for staff and volunteers. OWD further agrees that it will verify for all staff and volunteers assigned to a facility within CPS that the individuals have the appropriate documentation or signed declination forms for all vaccinations required by the Massachusetts Department of Public Health, including without limitation, Hepatitis B vaccinations, positive Hepatitis B titer, or signed declination forms.

10. Use of Facilities. CPS agrees that the OWD staff shall be able to use designated rooms and facilities at CRLS. OWD acknowledges and agrees that the use of such facilities shall not interfere with CPS operations or result in the permanent disruption of any other CPS-run programs operating in the school.

11. Not Employees of CPS. OWD and CPS agree that OWD staff assigned to any CPS facility shall not be construed, deemed, or otherwise held to be employees, servants, or agents of CPS. OWD and CPS further agree that the OWD staff assigned to any CPS facility shall not be entitled to compensation or other benefits that ordinarily accrue to employees of CPS.

12. Non-Discrimination Statement. Neither OWD nor CPS will discriminate against any person on the basis of sex, age, race, religion, national origin, sexual orientation, gender, gender identity, genetic information, ethnicity, or disability.

13. Compliance with Law. Both OWD and CPS will comply with all local, state, and federal laws 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 OWD 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, OWD and CPS each agree to work together to come to a resolution that is mutually agreeable. Both OWD 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 OWD and CPS with regard to all matters herein, subject to the approval of the City Manager and the Superintendent of Schools. This Agreement supersedes entirely any and all previous agreements, whether written or oral, between the parties.

16. Amendment of Agreement. This Agreement may be amended only by a written document signed by all parties hereto. Any request for amendment to the Agreement must be submitted in writing to the individuals identified below in Paragraph 17.

17. Notices. All notices regarding either amendment, renewal, breach, or termination of this Agreement shall be provided, in writing by certified mail, postage prepaid, return receipt requested to the persons at the addresses set forth below. Notices will be deemed received three (3) business days after being sent by certified mail.

To CPS: Superintendent of Schools
 Cambridge Public Schools
 135 Berkshire Street
 Cambridge, MA 02141

To DHSP's Office of Workforce Development:

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

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

City Manager
City of Cambridge
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

City Solicitor
City of Cambridge Law Department
Cambridge City Hall
795 Massachusetts Avenue, 3rd. Flr.
Cambridge, MA 02139

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

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

19. Relationship of Parties. Nothing herein shall create or be deemed to create any relationship of agency, association, joint venture, partnership, master/servant, or employer/employee between CPS and OWD. 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. OWD shall not assign, delegate, subcontract, or in any way transfer any interest in this Agreement without the written permission of CPS and OWD, through the Superintendent of Schools and the City Manager, respectively.

21. Conflict of Interest. The parties' attention is directed to M.G.L. c. 268A ("Conflict of Interest Law"). No party shall act in collusion with any other party, person, or entity to circumvent such law.

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

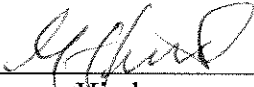
23. Waiver. Any waiver, express or implied, by either party of any rights, terms, or conditions of the Agreement shall not operate to waive such rights, terms or conditions, or any other rights, terms, or conditions beyond the specific instance of waiver.

24. Signatures. This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. For the convenience of the Parties, signatures delivered via email, facsimile, PDF, or other electronic means shall be accepted as originals.

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement through
their duly authorized representatives as of this 8 of December, 2023.

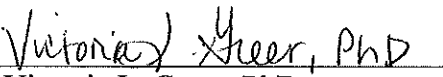
CAMBRIDGE DEPARTMENT OF HUMAN SERVICES PROGRAMS
OFFICE OF WORKFORCE DEVELOPMENT

By: 
George Hinds
Director of Youth Employment

CAMBRIDGE DEPARTMENT OF HUMAN SERVICES PROGRAMS

By: 
Ellen Semonoff
Assistant City Manager

CAMBRIDGE SCHOOL DEPARTMENT

By: 
Victoria L. Greer, PhD
Superintendent of Schools

CITY OF CAMBRIDGE

By: 
Yi-An Huang
City Manager

APPROVED AS TO FORM

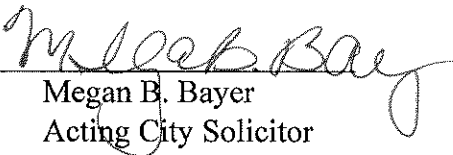
By: 
Megan B. Bayer
Acting City Solicitor

Exhibit A

STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement dated _____ 2023 (hereinafter “Privacy Agreement”) is made by and between the City of Cambridge (“City”), by and through the Cambridge Department of Human Services Programs’ (“DHSP”) Office of Workforce Development (“OWD”), and the Cambridge School Department, also known as Cambridge Public Schools (“CPS”), and addresses CPS providing OWD with access to SIS (student information systems) that will allow authorized OWD staff to access the following student record information for all CPS students in Grades 8-12, as well as to fourteen year old CPS students in Grade 7, when specifically requested by OWD to confirm student eligibility for certain state and federally funded programs serving low-income or vulnerable populations, to prioritize placement in programming for lower income youth, and to understand accommodations and supports being offered in schools for students with disabilities in the hope of providing supportive work placements in order to provide job search assistance and career support to CPS students. OWD also will work in collaboration with designated CPS staff to support CPS’s efforts to provide academic enrichment and career exploration and immersion programming for students outside of school times, including youth employment programming, job search assistance, a youth employment center at Cambridge Rindge and Latin School (“CRLS”), and STEAM internship development, including youth employment programming, job search assistance and STEAM internship development (hereinafter collectively the “Services”).

1. In the course of performing the Services, OWD will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data, and/or personally identifiable information and other non-public information, including but not limited to student data, metadata, and user content; more specifically, OWD will be provided with the following student record information:

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) chronic absence alerts; and (iv) students who are identified as high needs (IEP, current or former ELL, or economically disadvantaged); and

Contact Information: (i) Student’s First and Last Name and Address; (ii) Parent/Guardian/Caregivers name(s) and address(es); and (iii) Parent/Guardian/Caregiver Phone number (“Data Files”).

CPS and OWD acknowledge and agree that this Privacy Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974, 29 U.S.C. § 1232g (“FERPA”), and any federal regulations promulgated thereunder, including without limitation, 34 C.F.R. §99.31 (a)(1)(i)(B), and Massachusetts student

record regulations, 603 C.M.R. 23.00, et seq. The Data Files will be used by OWD and its employees to populate student data only for the purpose of delivering the Services described above which are institutional functions and services of CPS. OWD further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Privacy Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Privacy Agreement shall not under any circumstance transfer from OWD to any other party, and OWD acknowledges and agrees that it is under the direct control of CPS with respect to the use and maintenance of these data files. CPS and OWD acknowledge and agree that this Privacy Agreement does not govern any confidential information that OWD may obtain directly from the student and/or their parents/guardians (hereinafter "OWD Data"), and that all OWD Data is governed and managed in accordance with OWD's own data maintenance and privacy procedures.

2. OWD acknowledges and agrees that it is providing the Services for CPS. OWD further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state laws and regulations applicable to the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, metadata, user content or other non-public information and/or personally identifiable information contained within the Data Files. OWD 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, metadata, 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, OWD agrees that only authorized employees of OWD directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, metadata, user content, or other non-public information and/or personally identifiable information contained in the Data Files and that OWD and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, metadata, 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. OWD also acknowledges and agrees:
 - (i) to use Data Files shared under this Privacy Agreement for no purpose other than in connection with and through the provision of the Services provided under this Privacy Agreement with CPS.

- (ii) to use reasonable methods, including but not limited to, appropriate technical, physical, and administrative safeguards, that reflect technology best practices and are consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed, or transmitted in connection with the Services under this Privacy Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. OWD further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- (iii) subject to any and all applicable laws, not to copy, reproduce, or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.
- (iv) not to provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and any appropriate federal laws and federal regulations and/or any appropriate state laws and state regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under FERPA and/or any appropriate federal and/or state regulations.
- (v) upon receipt of a request from CPS, to promptly provide CPS with any specified portion of the Data Files.
- (vi) in the event OWD and/or any of its subcontractors or agents to which OWD 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. OWD also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) calendar days of any such occurrence.
- (vii) upon receipt of a litigation hold request from the Cambridge Law Department, to immediately implement a litigation hold and preserve all documents and data and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of, and/or relevant to the litigation hold.
- (viii) not to assign, subcontract, or in any way transfer any interest in this Privacy Agreement without the prior written consent of CPS.

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

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


The designated representative for CPS for this Privacy Agreement is:

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

5. OWD represents that it is authorized to bind to the terms of this Privacy Agreement, all related or associated institutions, individuals, employees, or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease, or control equipment or facilities of any kind where the Data Files and/or any portion thereof are stored, maintained, or used in any way.
6. The terms and conditions of this Privacy Agreement may not be modified unless such modifications are agreed to in a written document that is signed by all parties executing this Privacy Agreement.
7. This Privacy Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. For the convenience of the Parties, signatures delivered via email, facsimile, PDF, or other electronic means shall be accepted as originals.

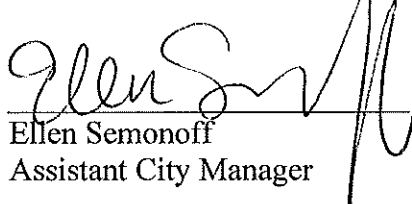
IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Privacy Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written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

CAMBRIDGE DEPARTMENT OF HUMAN SERVICES PROGRAMS'
OFFICE OF WORKFORCE DEVELOPMENT



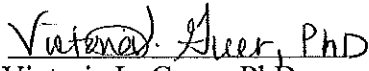
George Hinds
Director of Youth Employment
Office of Workforce Development
City of Cambridge

DEPARTMENT OF HUMAN SERVICES PROGRAMS

By: 


Ellen Semonoff
Assistant City Manager

CAMBRIDGE SCHOOL DEPARTMENT

By: 

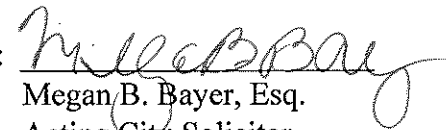
Victoria L. Greer, PhD
Superintendent of Schools

CITY OF CAMBRIDGE

By: 

Yi An Huang
City Manager
City of Cambridge

APPROVED AS TO FORM

By: 

Megan B. Bayer, Esq.
Acting City Solicitor