

INTERDEPARTMENTAL STUDENT DATA PRIVACY AGREEMENT

This Interdepartmental Student Data Privacy Agreement dated June __ 2020 hereinafter "Agreement") is by and between the following two (2) departments of the City of Cambridge ("City"), being Cambridge Public Schools ("CPS") and the Cambridge Community Development Department ("CCDD"), and addresses CPS providing CCDD with the access to confidential student records and/or confidential student record information that will be used only by authorized CCDD employees directly involved in the analysis of school routes in order to improve the safety of student pedestrian and student bike riders. The goal of this analysis of current and family commute patterns is to develop and communicate "safe routes to school", identify roadway improvements needed to improve bike/pedestrian safety, appropriately assign crossing guards and set priorities for travel safety education and track the effectiveness of the school district's Safe Routes to School program over time in encouraging walking and biking to school, which are school district institutional services and functions that will require student data in order to perform these services and functions (the "Services").

1. In the course of performing the Services, CCDD will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and/or other non-public information, including but not limited to, student addresses (in order for CCDD to extrapolate closest cross street, not to publish), student schools (in order for CCDD to extrapolate school address and start/end time), way to school in morning, way to school in afternoon, afternoon bus address (if applicable and different than home address, not to publish), race, ethnicity, gender, age or date of birth, home language and whether student qualified for free or reduced lunch ("Data Files"). More specifically, the student address, school and way to/from school information contained in the Data Files will be used to establish the routes and means by which students travel to/from school each day in order to develop recommended "safe routes to school" and improve safety measures that will benefit students. CCDD will de-identify information in any reports that are created through the use of "nearest cross street" rather than specific addresses in any maps produced for this study, and demographic data will be analyzed in the aggregate to identify trends in modes of travel that may affect types of outreach and education efforts that are necessary to support students and families in connection with the school district's Safe Routes to School program. CPS and CCDD 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 any regulations promulgated thereunder, including without limitation 34 C.F.R. §99.31(a)(1)(i)(B), Massachusetts student record regulations, 603 C.M.R. 23.00 ("State Regulations"). The Data Files will be used by the CCDD's employees for the purpose of delivering the Services described above, which are institutional services and functions of CPS. CCDD 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 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 Agreement shall not under any circumstances transfer from CCDD to any other party and CCDD acknowledges and agrees that, to the extent required by law, it is under the direct control of CPS with respect to the use and maintenance of these Data Files.
2. CCDD acknowledges and agrees that it is providing institutional services or functions for CPS and that, to the extent required by law, it is under direct control of CPS with respect to the use and maintenance of Data Files in connection with these Services. CCDD 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. CCDD 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, CCDD agrees that only authorized employees of the CCDD 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. CCDD 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.
- (ii) use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards to protect the Data Files 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 or any portion thereof contained therein is both at rest and in transit.
- (iii) subject to any and all applicable laws, not copy, reproduce or transmit the Data Files or any portion thereof, except as necessary to fulfill the Services.
- (iv) 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 any appropriate federal regulations and/or any appropriate state laws and state regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable data from any entity under FERPA and/or any appropriate federal and/or state regulations.
- (v) upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files.
- (vi) in the event that the CCDD and/or any of its subcontractors or agents to which the CCDD 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. CCDD also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.
- (vii) upon receipt of a litigation hold request from the Cambridge Law Department, immediately implement a litigation hold and preserve all documents and data relevant identified by the Cambridge Law Department and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
- (viii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of CPS.

4. The designated representative for the CCDD for this Agreement is:

Jennifer Lawrence
Planner
Cambridge Community Development Department
344 Broadway
Cambridge, MA
jlawrence@camridgema.gov
Tel: 617-349-4671
Fax: 617-349-4669
TTY: 617-349-4621

and

The designated representative for CPS for this Agreement is:

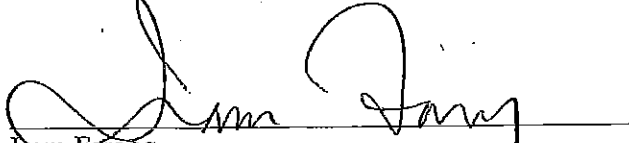
Steve Smith
Chief Information Officer
Cambridge Public Schools
Information, Communications & Technology Services
459 Broadway
Cambridge, MA 02138
Phone: 617-349-3055
Facsimile: 617-349-6880
Email: ssmith@cpsd.us

5. CCDD represents that it is authorized to bind to the terms of this 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 portion thereof stored, maintained or used in any way.

6. 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.

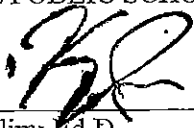
IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

CAMBRIDGE COMMUNITY DEVELOPMENT DEPARTMENT


Iram Farooq
Assistant City Manager for Community Development
Cambridge Community Development Department

Date

CAMBRIDGE PUBLIC SCHOOLS

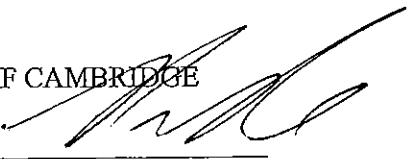


Kenneth N. Salim; Ed.D.
Superintendent of Schools

Date

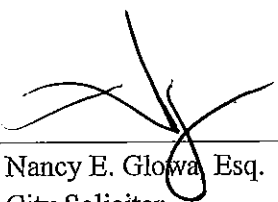
CITY OF CAMBRIDGE

By: _____



Louis A. DePasquale
City Manager

Approved as to form: _____



Nancy E. Glowa Esq.
City Solicitor