



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: March 27, 2019

Purpose:  Presentation/Report  Recognition  Discussion/ Possible Action

Closed/Executive Session  Work Session  Discussion Only  Consent

From: Lorraine De Leon, Executive Director of School & Community Partnerships

Item Title: Approve Memorandum of Agreement for Data Sharing between P16Plus Council of Greater Bexar County (UP Partnership) and the South San Antonio Independent School District

### Description:

South San Antonio ISD agrees to provide P16Plus Council of Greater Bexar County with data about individual students' characteristics for the purpose of improving and studying the impact of UP Partnership collaborative partnerships that support South San Antonio ISD.

### Recommendation:

Approve Memorandum for Data Sharing between P16Plus Council of Greater Bexar County and South San Antonio ISD.

### District Goal/Strategy:

Strategy 4 We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount:

CFO Approval

N/A

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

3-20-19

Superintendent:

3/20/19

## **P16Plus Council of Greater Bexar County**

### **Memorandum of Agreement for Data Sharing between P16Plus Council of Greater Bexar County (d/b/a UP Partnership) and The South San Antonio Independent School District**

1. The South San Antonio Independent School District, located at 5622 Ray Ellison, San Antonio, TX 78242, agrees to provide P16Plus Council of Greater Bexar County, d/b/a UP Partnership, an education focused non-profit located at 454 Soledad, Suite 100, San Antonio, Texas, 78205, with data about individual students' characteristics for the purpose of improving and studying the impact of UP Partnership collaborative partnerships that support South San Antonio Independent School District students.
2. UP Partnership will be responsible for receiving data from the South San Antonio Independent School District in standardized format. While specific data elements will be determined on an on-going basis, student level data records may include but are not limited to:
  - a. Standardized testing scores on reading, writing, math, and science, attendance indicators, disciplinary records, retention, course completion, endorsement selection, grade promotion, GPA, and data from National Student Clearinghouse reports.
  - b. Individual student records with unique identifiers, campus, grade level, and at-risk codes and other information on demographics.
  - c. Reports inclusive of all district students for the purpose of developing control groups.
  - d. Data will be requested beginning the summer of 2018 and will continue through the 2018-2019 academic year as district and project needs emerge. Data for past years may be requested where available for longitudinal analyses.
  - e. Other data as mutually agreed.
3. With data provided to UP Partnership by South San Antonio Independent School District, UP Partnership may:
  - a. Conduct baseline analyses.
  - b. Make comparisons in outcomes between pre-treatment to post-treatment conditions and between treatment groups and control groups.
  - c. Provide reports as agreed upon by both parties.
4. The South San Antonio Independent School District will be responsible for providing secure delivery or secure access to student data in electronic format to UP Partnership on a mutually agreeable schedule.
5. Procedures will be designed to assure orderly and secure data transfers, and secure data storage. South San Antonio Independent School District personnel may review and suggest changes to data security, transfer procedures, and project protocols at any time with UP Partnership staff. UP Partnership staff will convene periodic meetings with South San Antonio Independent School District staff to review project progress.
6. UP Partnership agrees that no findings, listing, or information derived from South San Antonio Independent School District data may be released if such findings, listing, or information contain any combination of South San Antonio Independent School District data elements that might allow the identification of any individual or entity included in the South San Antonio Independent School District data. Data submitted to any individual or organization external to UP Partnership and included in data reports by UP Partnership will contain no personal identifiers. All confidential information held by UP Partnership will be kept at a high level of security including locked and/or password-protected encrypted storage. The project will comply completely and fully with the requirements of the Family Educational Rights and Privacy Act (FERPA).

7. The parties mutually agree that ownership of all data provided to UP Partnership under this Agreement shall be retained by South San Antonio Independent School District. UP Partnership does not obtain any right, title, or interest in any of the data furnished by South San Antonio Independent School District, with the exception that UP Partnership retains its right as a non-profit organization to publish findings obtained from analysis of South San Antonio Independent School District data in any forum that it chooses. Upon written notification, South San Antonio Independent School District data held by UP Partnership will be destroyed or returned as soon as possible and no later than 5 business days following notification. If data are destroyed or returned, UP Partnership will provide verification of destruction/return at the request of the South San Antonio Independent School District.
8. The parties mutually agree that UP Partnership has "made findings" with respect to the South San Antonio Independent School District data furnished under this Agreement when UP Partnership prepares any report or other writing for submission to any third party (including but not limited to any manuscript to be submitted for publication).
9. This Agreement may be terminated by either party, for any reason whatsoever, in whole or in part, upon thirty (30) days' written notice. Any notice shall be effective upon actual receipt by the other party.
10. For all purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, each of the parties is an independent contractor and is not an employee, partner, joint venturer, or agent of the other party. No representative of a party hereto shall make any representation that it is an employee of the other party.
11. Except as required by law or as provided herein, each party agrees not to use the name, logo, or any other marks owned by or associated with the other party or the name of any representative of the other party in any manner, including sales, promotion, or advertising, or any other form of publicity, without the prior written permission in each instance of the other party.
12. To the extent authorized by law, each Party shall be responsible and held liable for their own negligent acts or omissions or those of their officers, agents or employees under this Agreement. No party shall be liable for claims arising out of the negligence or willful malfeasance of the other party, its officers, agents, or employees.
13. By signing this Agreement, UP Partnership agrees to abide by all provisions set out in this Agreement for protection of South San Antonio Independent School District data. This Agreement and performance hereunder shall be governed by the laws of the State of Texas and disputes related to this Agreement shall be addressed in a court of competent jurisdiction in the State of Texas, without reference to conflict of laws' provisions. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.
14. No party shall be liable for any delay in performance under this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence, provided that prompt notice of any such delay is given to the other party following the occurrence of such an event.
15. This Agreement and its referenced Exhibits constitutes the entire Agreement between the parties on the subject matter thereof. No understandings, agreements, or representations, oral or written, will be applicable except as specified herein. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties and all necessary approvals have been obtained.
16. If any provision of this Agreement shall be held by law to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. This agreement shall be effective when all required signatures have been obtained and shall expire August 30<sup>th</sup>, 2019 unless extended by a written amendment duly signed by an authorized representative of each of the parties.

**P16Plus Council of Greater Bexar County  
d/b/a UP Partnership**

**South San Antonio Independent School  
District**

Ryan Lugalía-Hollon

**Name**

**Name**

**Signature**

**Signature**

Executive Director

**Title**

Superintendent

**Title**

**Date**

**Date**

Exhibit A

2018-2019 Data Plan

under Memorandum of Agreement for Data Sharing



# South San Antonio ISD | UP Partnership Data Plan, 2018-2019

## UP Partnership will request data for the following initiatives:

- **Data support for youth-serving nonprofits:** UP Partnership partners with over 30 youth-serving agencies with common goals around improving the education success of the students they serve. Data requested by UP Partnership is used to create a common scorecard of academic, attendance, and discipline measures that agencies can use for goal setting, continuous improvement, tailoring their programs, and communicating student outcomes at an aggregate level. Youth-serving nonprofits receiving an aggregate student outcomes dashboard from UP Partnership include participating members of the Excel Beyond the Bell network of out of school time providers, the San Antonio Housing Authority, and Goodwill Career Navigators.
- **Data support for UP Networks:** Data received by UP Partnership may be used to provide aggregate analysis to inform the work of multi-sector partnerships working to improve student outcomes across districts. The multi-sector partnerships overseen by UP Partnership include:
  - o **Diplomás:** Diplomás is a Latino student success initiative of which the district is a member. Goals include increasing college readiness, postsecondary persistence, and postsecondary attainment of Latinos through test prep, dual credit, and removing barriers for Latino students.
  - o **SA Kids Attend to Win Peer Learning Community:** SA Kids Attend to win is an initiative focused on reducing chronic absenteeism. UP Partnership uses monthly data to track the improvement of chronically absent students and report outcomes as well as provide analysis on common characteristics of chronically absent students. Participating campuses receive funds and data support to reduce chronic absenteeism.
  - o **My Brother's Keeper San Antonio:** MBKSA is a collaborative that strives to remove systemic barriers to safety, education and career success, and improve the life chances of African American, Latino, and other young men of color. As part of the initiative, UP Partnership convenes the districts and other K-12 partners working to reduce suspensions for males of color through restorative justice.
  - o **Excel Beyond the Bell San Antonio:** In addition to creating agency-level outcome dashboards, data will be used to monitor progress on overall network goals related to education success and social emotional development.
  - o **Digital Badging:** With support from USAA, UP Partnership and Region 20 are coordinating the collaborative design of badges that signify the passion and skills students have gained, in and out of the classroom. UP Partnership will use data to track the improvement of STEM interest and endorsement across 4<sup>th</sup>-8<sup>th</sup> grade students.
  - o **Youth Master Planning:** Aggregated data may be used as part of a community-wide youth master planning process facilitated by UP Partnership. Data may also be used to support the development of opportunity and vulnerability indexes to understand youth needs by neighborhood.

### Transfer procedures:

1. Email with password protected Excel spreadsheet
2. Send password in separate email

South San ISD will also be able to transfer data through UP Partnership's FTP site. Instructions forthcoming.



## Annual Data Request Details

**Frequency:** 1 report when 2018-2019 STAAR scores are ready

**Students included:** all students enrolled in 18-19 school year

**Requested Fields:**

1. Texas Unique ID
2. Student ID
3. First Name
4. Last Name
5. Gender
6. Ethnicity
7. Special population or at-risk codes (ex. SPED, ELL)
8. Language spoken at home
9. Grade Level
10. Campus
11. Enroll date
12. Withdraw date
13. Withdraw reason
14. Economic Disadvantage Code: 0, 1, 2, 99
15. Number of days enrolled
16. Number of days absent (including both excused and unexcused)
17. List of Disciplinary action codes (PEIMS table c164) for each student (comma-separated by incident)
18. List of disciplinary action reason codes (PEIMS table c165) for each student (comma separated by incident)
19. 3<sup>rd</sup>-8<sup>th</sup> STAAR Reading Performance Level – Masters, Meets, Approaches, Did Not Meet
20. 3<sup>rd</sup>-8<sup>th</sup> STAAR Reading Progress Measure - Exceeded/Met/Did not meet
21. 3<sup>rd</sup>-8<sup>th</sup> STAAR Reading – Scale Score
22. 3<sup>rd</sup>-8<sup>th</sup> STAAR Reading – Raw Score
23. 3<sup>rd</sup>-8<sup>th</sup> STAAR Writing Performance Level – Masters, Meets, Approaches, Did Not Meet
24. 3<sup>rd</sup>-8<sup>th</sup> STAAR Writing Progress Measure - Exceeded/Met/Did not meet
25. 3<sup>rd</sup>-8<sup>th</sup> STAAR Writing – Scale Score
26. 3<sup>rd</sup>-8<sup>th</sup> STAAR Writing – Raw Score
27. 3<sup>rd</sup>-8<sup>th</sup> STAAR Math Performance Level - Masters, Meets, Approaches, Did Not Meet
28. 3<sup>rd</sup>-8<sup>th</sup> STAAR Math Progress Measure - Exceeded/Met/Did not meet
29. 3<sup>rd</sup>-8<sup>th</sup> STAAR Math – Scale Score
30. 3<sup>rd</sup>-8<sup>th</sup> STAAR Math – Raw Score
31. EOC STAAR English I Performance Level - Masters, Meets, Approaches, Did Not Meet
32. EOC STAAR English I Progress Measure - Exceeded/Met/Did not meet
33. EOC STAAR English I – Scale Score
34. EOC STAAR English I – Raw Score
35. EOC STAAR English II Performance Level - Masters, Meets, Approaches, Did Not Meet
36. EOC STAAR English II Progress Measure - Exceeded/Met/Did not meet
37. EOC STAAR English II – Scale Score
38. EOC STAAR English II – Raw Score
39. EOC STAAR Algebra I Performance Level - Masters, Meets, Approaches, Did Not Meet
40. EOC STAAR Algebra I Progress Measure - Exceeded/Met/Did not meet
41. EOC STAAR Algebra I – Scale Score
42. EOC STAAR Algebra I – Raw Score
43. Ever Enrolled in Algebra II Course – Yes/No
44. Ever Passed Algebra II Course (only for those ever enrolled): Passed/Did Not Pass
45. Ever Enrolled in Math Dual-Credit Course – Yes/No

46. Ever Passed Math Dual-Credit Course – Yes/Np
47. Ever Enrolled in English Language Arts Dual-Credit Course – Yes/No
48. Ever Passed English Language Arts Dual-Credit Course – Yes/No
49. Completed CTE Coherent Sequence (graduates only) – Yes/No
50. PSAT Math Section Score (11th grade): Scale score in the range of 160-760
51. PSAT Evidence-Based Reading and Writing (EBRW) Section Score (11th grade): Scale score in the range of 160-760
52. SAT Score (All Subjects) – 400 - 1600
53. ACT Composite Score – 1 – 36 (\*SSAISD has access to ACT scores for school day administration only)
54. Texas Success Initiative Assessment (TSIA) Math Section Score
55. Texas Success Initiative Assessment (TSIA) Math Section Score
56. Retention in 2017-2018 Grade Level: Passed/Retained
57. Most recent endorsement pathway(s) selected
58. Any social emotional learning measures
59. Any restorative justice/practices measures

## Monthly Attendance Request Details

**Frequency:** Monthly, Nov 1 through June 1

**Students Included:** all students enrolled in 18-19 school year

**Requested Fields:**

1. Texas Unique ID
2. Student ID
3. First Name
4. Last Name
5. Gender
6. Ethnicity
7. Special population or at-risk codes (ex. SPED, ELL)
8. Grade Level
9. Campus
10. Enroll date
11. Withdraw date
12. Withdraw reason
13. Economic Disadvantage Code: 0, 1, 2, 99
14. Days attended
15. Days enrolled
16. Number of unexcused absences

## Period Absence Detail Reports

**Frequency:** Every 6 or 9 weeks

**Students Included:** all students enrolled in 18-19 school year

**Requested Fields:**

1. Student ID
2. Period absence date
3. Period
4. Reason code
5. Days enrolled

Attendance Reason Code Report: Please include an explanation of reason codes and which absences and reason codes are associated with an official ADA absence. It is not necessary to transform data to fit the one row per student format. UP Partnership can work with the data on our end as long as student IDs are included.

## Discipline Detail Reports

**Frequency:** Quarterly

**Students Included:** all students enrolled in 18-19 school year

**Requested Fields:**

1. Student ID
2. Discipline incident code (PEIMS table c164) including placement to DAEP or JJAEP
3. Discipline reason code (PEIMS table c165)
4. Date
5. Length of placement
6. Prior year (2016-2017 school year) Disciplinary incident codes (PEIMS table c164) and disciplinary action reason codes (PEIMS table c165)

It is not necessary to transform data to fit the one row per student format. UP Partnership can work with the data on our end as long as student IDs are included.

## NSC Data Request Details

**National Student Clearinghouse:** Please ensure you've renewed your National Student Clearinghouse subscription and uploaded the class of 2018 graduate files by September 2018. This will ensure you can access the reports needed in December 2018. In December, UP Partnership will request both summary files and student level detail reports.

Link to the Student Tracker Help Center for more details on how to upload and access reports:

[http://sths.helpdocsonline.com/access\\_reports\\_library](http://sths.helpdocsonline.com/access_reports_library)

## Partnership Contacts

	Person	Role/Responsibilities
UP Partnership	Kathleen Denny, Research Manager Kathleen.Denny@uppartnership.org	UP Partnership contact for data plan, data requests, data-sharing agreements, reports
	Chrystal Alexander, Data Analyst Chrystal.Alexander@uppartnership.org	UP Partnership contact for raw data submission and data analysis requests
	Abby Nash, Deputy Director Abby.Nash@uppartnership.org	UP Partnership contact for all UP Networks
	Ryan Lugalía-Hollon, Executive Director Ryan.Lugalía-Hollon@uppartnership.org	UP Partnership contact for overall UP Partnership business and Board membership
JISD		