ATTACHMENT A Program Description

The Program referenced in this MOU represents a collaborative effort among three institutions: Ector County ISD (ECISD), Odessa College (OC), and Texas Tech University – College of Education (TTU-COE). The MOU addresses the specific agreement between ECISD and TTU concerning data sharing. Other formal and specific agreements may be in place between the parties to address other aspects of the Program, described herein.

The background and purpose of the Program:

- The parties desired to create a "grow your own" program within ECISD that results in an increase in the number of new teachers working and remaining in ECISD.
- The parties also desire that, through collaboration, the new teachers will improve the achievement of ECISD students.
 - Goal- higher achievement will occur (1) in the classrooms during the student-teaching practicum, and (2) as a new teacher in ECISD.

The three institutions plan to generally coordinate in the following manner:

- Odessa College produce capable graduates from their Associates of Arts in Teaching degree program
 (AAT), collaborate with ECISD to increase production of graduates in specific certification areas (e.g.,
 Bilingual), and coordinate with TTU-COE to recruit AAT graduates into the "grow your own" program.
- Ector County ISD facilitate the implementation of the program by joining recruiting efforts at OC, working with building administrators to provide clinical settings for the program, sharing data with TTU-COE for purposes of program evaluation, and offering employment incentives to the program graduates.
- Texas Tech University College of Education manages the 2+1 "fast-track" program in collaboration
 with OC and ECISD by recruiting graduates from the AAT program, sharing candidate performance and
 degree data back to OC (pursuant to the MOU), and supporting a full-time coordinator who works with
 teacher candidates, and serves as a liaison among the partners, pursuant to terms of the MOU.

In order to maintain the productivity of the program, partners agree to meet at least twice each year (June and December) to review progress and update needs in order to ensure that a minimum of 20 new teachers are produced (OC and TTU-COE), hired and retained (ECISD) each year.

Commented [WLN1]: This, to be enforceable, needs to be part of a formal agreement between the three entities. This data sharing agreement between TTU and ECISD is not the appropriate spot. Is there a formal three party agreement?

Parties. Texas Tech University (TTU), through its College of Education at Texas Tech University (TTUCOE) and its Information Technology Division (TTUITD) are collaborating with Ector County Independent School District (Ector County ISD) to improve educator preparation, with an end goal of improving Ector County ISD student achievement.

Program. TTUCOE, through its TechTeach clinically intensive teacher preparation Program (the "Program"), is working with regional community colleges to recruit students preparing to be teachers into the Program in effort to prepare them to work in specific underserved Independent School Districts. Attachment A contains background information about the Program.

Purpose. The purpose of this Memorandum of Understanding (MOU) is to articulate the goals and responsibilities for reform, and to specify each party's responsibilities associated with implementing the Program.

A. COLLABORATIVE GOALS:

Goal 1

Design and implement within Ector County ISD the Program with the aim of mentoring TTUCOE students who are undergraduate students preparing to be teachers ("Teacher Candidates") to become rated as highly competent in their subject-area, pedagogy and by the second year of teaching, to produce student achievement gain scores greater than the district average; and

Goal 2

Establish a framework for transferring de-identified Ector County ISD student data between the Ector County ISD and TTUITD for the purposes of monitoring and evaluating the preparation and effectiveness of Teacher Candidates who are working in Ector County ISD.

B. TTUCOE RESPONSIBILITIES

Related to Goal 1:

- Screen and recruit talented and committed Teacher Candidates into competency-based teacher education programs.
- 2) Offer district immersion-style, competency-based teacher education programs in certification areas of expressed Ector County ISD need (e.g., Elementary Bilingual, ESL and Special Education)
- 3) Use Teacher Candidate clinical competency data (i.e. information about subject-area, pedagogy, impact on formative and summative student achievement) to modify and adjust teacher education programs to better foster graduates' mastery of competencies. Clinical competency data will include the regular and frequent use of video-capture as one mechanism by which improvement of Teacher Candidates' instructional practices is achieved. In recognition of the sensitivity of this practice, video of candidates' instruction will be captured under the district media permission (see C.4. below) in the following manner:
 - a. Capture of video. TTUCOE will:
 - i. Center the Teacher Candidate as the focal point of the video; and
 - Unless otherwise required, the camera will be positioned in the classroom in such a manner so as to minimize capture of Ector County ISD students' faces, though some exposure is likely.
 - iii. Direct its Teacher Candidates to verify with Mentor Teachers (Ector County ISD teachers under whom TTUCOE Teacher Candidate work) whether any students have circumstances forbidding recording – and in such cases, the student or the camera will be positioned in such a way so as to not capture this student in the recording.
 - b. Handling and storage of video capture. TTUCOE will:
 - Permit authorized individuals to use their TTU eRaider credentials to access videos (access authorization will be established by the TTUCOE program director with concurrence from the dean);

- Prepare all Teacher Candidates to utilize the Teachscape application, a video capture software solution, for any recording associated with TTUCOE course assignments or performance assessments;
- iii. Train Teacher Candidates to upload to the secure Teachscape site all video associated with course assignments or performance assessments within 24 hours of capture;
- iv. Ensure the use of the app provides the security assurances necessary for recording in classrooms such that video captured with the Teachscape app is automatically erased from the device once uploaded to the secure website;
- v. Coordinate maintenance of video on the secure Teachscape website for a period not to exceed 10 years from time of capture; and
- vi. In the event of contract termination with Teachscape, TTU will retain all video content, and will store the content on a TTUCOE server at the TTU University Data Center. Note that if another vendor is engaged, every effort will be made to ensure that vendor complies with the terms of this MOU.
- c. Use of video for instructional purposes. TTUCOE will upload video to the secure Teachscape site:
 - i. For purpose of self-observation and self-evaluation of instructional practices;
 - ii. To be used by TTU faculty members for purposes of observation and evaluation of the teacher candidates' instructional skill;
 - iii. To be used for purposes of program evaluation;
 - iv. To possibly be used by TTU researchers to extract data relevant to instructional competencies of teacher candidates, contingent on TTU Institutional Research Board Human Subjects Committee review and approval; and
 - v. In no case will images of students appear in a public forum for purposes of self, candidate, or program evaluation, or for purposes of research presentation unless the identity of students is completely masked (e.g., blurring of facial or other identifying features).
- 4) Provide for Ector County ISD a full-time person to serve as the teacher education program coordinator and district-program liaison ("TTU Program Coordinator"). The financial agreement between the parties to fund the TTU Program Coordinator is detailed under Section E.
- 5) Work with Ector County ISD personnel to collaboratively select, train, support, and evaluate Ector County ISD teachers serving as Mentor Teachers to Teacher Candidates.
- 6) Require its Teacher Candidates to abide by the rules of conduct contained within the TTUCOE Student Handbook and the Ector County ISD Policies and Procedures. In the event of non-academic student misconduct that violates criminal law or requires disciplinary action, all applicable Ector County ISD and TTUCOE policies will be followed.
- 7) Prior to working with Ector County ISD students in classrooms, TTUCOE will inform its Teacher Candidates of any requirements to submit to any security screens imposed by Ector County ISD, including a fingerprint background check.
- 8) Provide a TTUCOE liaison to work with Ector County ISD technology operations.

C. ECTOR COUNTY ISD RESPONSIBILITIES

Related to Goal 1: Ector County ISD will inform parents of the teacher assessment activity, and explain the measures taken to specifically avoid video capturing their students. Ector County ISD will:

- Collaborate with TTUCOE to identify schools, principals and up to 100 Mentor Teachers to participate in the Program's initial teacher preparation initiative, and support fidelity of implementation;
- 2) If space is available, provide a school-based classroom to be used for TTU Teacher Candidate coursework that is sufficient in size to hold up to 30 Teacher Candidates and equipped with all the technologies commonly available in most classrooms within designated school building;
- 3) Provide office space for the TTU Program Coordinator on, at least, one campus where TTU Teacher Candidates are placed. The space should be secure, and adequate for administrative duties and

- conferences with individual Teacher Candidates. If no space can be provided at a campus, then a similar space can be utilized at a Ector County ISD administrative office location;
- 4) Incorporate on its parent-permission form that media coverage includes the use of video-capture technology in classrooms for purposes of evaluating and improving the instructional practice of TTUCOE Teacher Candidates; and
- 5) Permit a twice-yearly administration of K-12 student feedback about Teacher Candidates utilizing *The Classroom Engagement Inventory (CEI)* (Wang, Bergin, & Bergin, 2014) or a similar survey, in a manner that permits linkage of student responses, student demographic information and student achievement results to individual Teacher Candidates. TTUCOE and Ector County ISD will repeat the following steps twice yearly (pretest and posttest) for each Mentor Teacher / Teacher Candidate pair, that will help Ector County ISD de-identify information about Ector County ISD students:
 - a. TTUCOE will identify classrooms where Teacher Candidates are placed, and where the CEI is to be administered. A spreadsheet containing matched pairs of Teacher Candidates and Mentor Teachers will be sent to the district data contact in advance of administration of the inventory to allow for more time to pull records and create the match between Ector County ISD students and Mentor Teachers.
 - b. Scantron forms will be printed with forms numbered 1-25 for students (i.e., the "Scantron number") and a six-digit number for the Teacher Candidate (i.e., 000001).
 - c. TTUCOE will assign a TC number to specific pairs of Teacher Candidates and Mentor Teachers, and distribute the forms to the Teacher Candidates. The same number will be used for pre and post-test.
 - d. The Mentor Teacher will record students' names next to the Scantron number on a roster provided, administer the questionnaire, collect, and return questionnaires to the Program Coordinator, who then returns the form to TTUCOE.
 - e. The Mentor Teacher sends a copy of the roster (i.e., containing Scantron number and student name) to the district data contact specified at the end of this agreement, and maintains a copy for historical record. The Mentor Teacher uses this list to distribute the questionnaire at posttest.
 - f. The Ector County ISD data contact matches student name to district number, creates a "masked" number for each record, and then sends
 - i. A table showing the Scantron number and the masked number ONLY;
 - ii. Background data requested (C.6. below)
 - g. TTUCOE will produce a Teacher Candidate-level report showing class averages on each variable disaggregated by gender and race/ethnicity enabling the Teacher Candidate to focus improvement efforts on specific groups of Ector County ISD students. Should any identifiable data be inadvertently provided, TTU will destroy immediately.

Related to Goal 2:

Using the list provided by TTUITD (D.1., below), provide a data table containing the following information about Ector County ISD students taught by Mentor Teachers working with Program Candidates.

- 6) For each student in the list, Ector County ISD will provide to TTUITD (if available) twice yearly (January and June) the following data fields associated with K-12 students assigned to the identified Mentor Teachers:
 - a. Ethnic code
 - b. Gender
 - c. Economic disadvantage code (free and reduced lunch)
 - d. Special education status
 - e. Cumulative grade point average
 - f. Student gain/growth score for previous two years (if available)
 - g. District Assessment Test scores by subject
 - h. District Assessment Test scores by standard (criteria)
 - State Assessment Test scores by subject

- j. State Assessment Test scores by standard (criteria)
- k. Limited English status
- G&T status
- m. At-risk indicator
- n. Mobility (moves per year)
- o. Disciplinary counts
- p. Attendance counts
- q. Tardy counts
- r. Campus code
- 7) This list will be created in the following manner so that student demographic and performance data will be de-identified.
 - a. Ector County ISD will take two steps in de-identifying the data to be transferred to TTUITD:
 - Requested data will be consolidated into a single table, identifying students by their Ector County ISD student ID; and
 - ii. Ector County ISD will generate a unique, random number to be used only to identify students in data exchanges with TTUITD.
 - b. Ector County ISD will transfer the de-identified data to TTUITD that will then provide the data to TTUCOE.
 - c. Ector County ISD, as the custodian of the confidential student data, will maintain the translation tables and at no time will share the conversion tables with anyone at TTU. Only Ector County ISD will have the ability to match individual student identity with the data being transferred.
- 8) Provide to TTUITD all the data fields itemized in C.6. for the Ector County ISD students of TTU Teacher Candidates if they are hired by Ector County ISD, beginning for the school year 2014-2015 and extending to the termination date of this MOU. Additional provisions:
 - If available, Ector County ISD will also provide value-added scores for this group of teachers, and all detailed value-added data collected for that teacher, as defined by the project leadership group.
 - b. If possible, permit TTUCOE to administer *The Classroom Engagement* Inventory to Ector County ISD students in the classes taught by Teacher Candidates ultimately hired by Ector County ISD.
 - c. The data compiled for Teacher Candidates hired by Ector County ISD may be delivered separately, but in the same manner described in the aforementioned data exchange guidelines.

D. TTUITD RESPONSIBILITIES

Related to Goal 2:

- 1) TTUITD will provide Ector County ISD with the names of specific Mentor Teachers to be included in the data request as outlined in C.6., above.
- 2) TTUITD will use procedures to maintain anonymity of individual Ector County ISD students. This will be accomplished by TTUITD having access only to de-identified information for students, and never possessing the data ID translation table enabling identification of individual students associated with the demographic and assessment data being transferred. No exceptions will be granted under this MOU.
- 3) TTUITD will provide Ector County ISD with the names of specific Teacher Candidates from TTU hired by Ector County ISD for whom data is requests as outlined in C.6., above.

E. FINANCIAL AGREEMENT

The parties agree to each pay 50% of the fee for the TTU Program Coordinator's services, which annual amount is \$70,000. For avoidance of doubt, TTU will pay Ector County \$35,000 per contract year and Ector County will pay TTU Program Coordinator. In the event of early termination under Section G, Ector County will reimburse TTU its annual payment on a pro rata basis. TTU is not responsible for any fees to the TTU Program Coordinator after the date of termination.

F. CONTACTS

Technical contacts for the MOU execution described herein are as follows:

TTUITD

Katherine A. Austin, Ph.D. Assistant Vice President Office of the CIO Texas Tech University kathy.austin@ttu.edu (806) 742-5156

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TTUCOE

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(806) 834-4113

Ector County Independent School District

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Chief Human Resources officers Ector Country Thousand School Sisterict Keith. goodings @ ector country isol. org (432) 456-090

Implementation and further technical contacts will be exchanged upon execution of the MOU.

Executive contacts for this MOU:

TTUITD
Sam Segran
Chief Information Officer
Office of the CIO
Texas Tech University
sam.segran@ttu.edu

(806) 742-5151

Ector County Independent School District

G. MODIFICATIONS/DURATION

This MOU is effective on the date of last signature and expires June 30, 2017. This MOU may be renewed for up to three one year terms, each arenewal term, if the parties agree prior to the end of the then current term. This MOU may be amended at any time by mutual written agreement of the parties. Either party may terminate this MOU without cause and without penalty by providing forty-five (45) days written notice to the other party. Throughout the term of this MOU, and upon expiration or early termination, each party shall be solely responsible for data in its possession, and neither party shall have the authority to use transferred data tables for purposes other than those outlined in this MOU, or required by law.

H. COSTS

Other than the financial obligation in Section E, this MOU is not a commitment of funds and does not create any fiscal obligation on the part of either party. Each party will bear its own costs, risks and liabilities arising out of its obligations and efforts under this MOU during the period it is in effect. No party shall have any right for reimbursement, payment, or compensation of any kind for work performed under this MOU.

I. RELEASE OF INFORMATION

The parties agree to coordinate the voluntary release of information related to this MOU.

J. DISASTER RECOVERY

The TTU IT Division is the central IT support unit of TTU. As such, in the event of a disaster, data transfer processes may be deferred in order to concentrate efforts on the recovery of mission-critical central IT and other TTU systems.

K. EXECUTION OF UNDERSTANDING

The undersigned authorize this cooperative understanding under the aforementioned terms.

L. GOVERNING LAW.

This MOU is governed by and interpreted under Texas law.

M. TEXAS TORT CLAIMS ACT

TTU and Ector County ISD are both public entities subject to the provisions of the Texas Tort Claims Act, located in Chapter 101 of the Texas Civil Practice & Remedies Code (the "Act"), and, as such, liability for the wrongful act or omission or negligence of their employees and for injuries caused by conditions or use of tangible personal or real state property will be governed by the Act.

| | | Thomas Moin | 6-5-16 |
|---------------------------|------|-----------------------------------|---------|
| Sam Segran | Date | Thomas Crowe | Date |
| Chief Information Officer | | Superintendent | |
| Office of the CIO | | Ector County Independent School D | istrict |
| Texas Tech University | | | |
| | | | |
| Jennifer Adling | Date | | |
| Managing Director | | | |
| Procurement Services | | | |
| Texas Tech University | | | |