

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date	e: May 20, 2020			
Purpose:	Presentation/I	Report F	Recognition	Discussion/ Possible Action
□ Closed/Ex	ecutive Session] Work Session	n 🗆 Discus	ssion Only 🗵 Consent
From: Ruben	Carrilllo, Director o	f REIS		
Item Title: Ap Greater Bexar	oprove the Memorand County and the Sout	lum of Agreen h San Antonio	nent for Data S	Sharing between P16 Plus Council of
of the district	The purpose of this ag the data necessary to d academic programs	run programm	authorize UP P ing and reporti	Partnership to receive or acquire on behalf ing for Alamo Promise, Gear Up and
Historical Data	a: This is memorand	ıım was annroi	yed in the 2019	2 2010 school yeer
THIS TOTTON DUT	a. This is memorand	ani was appro-	ved in the 2018	5-2019 School year.
Recommendat of Greater Bex	cion: Approve the Me car County and the So	emorandum of outh San Antor	Agreement for nio ISD	r Data Sharing between P16 Plus Council
District Goal/S	Strategy:			
Objective 5.2: community in	Develop a wellness phealthy pursuits.	rogram to enc	ourage particip	pation from all members of the school
Funding Budg	et Code and Amount:	N/A		
	APPROVED BY:	SIGNATURI	Е	DATE
	Chief Officer:			
	CFO Funding Approval			
	Superintendent:	Du	2	Mg 12. 2020

Form Revised: November 2019

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

This Memorandum of Agreement for Data Sharing (the "Agreement") is made by and between the South San Antonio Independent School District, a Texas public school district (the "District"), and P16Plus Council of Greater Bexar County ("UP Partnership"), an educational equity non-profit focused on building bridges between youth-serving systems so that every child in Bexar County is ready for the future.

The purpose of this Agreement is to authorize UP Partnership to receive or acquire on behalf of the District the data described in Appendix B: Scope of Data (collectively known as the "Data") in order to support the collaborative action strategies being undertaken across UP Partnership's collective impact portfolio. UP Partnership requires the Data in order to effectively study the impact and improve the collaborative partnerships overseen and/or supported by UP Partnership, including the Alamo PROMISE initiative, that directly affect the District and its students. UP Partnership's ongoing projects requiring monitoring and analysis of the Data are described in Appendix A: Scope of Work.

TERMS

- 1. District shall prepare the Data as defined in Appendix B on a schedule and frequency mutually agreed upon by UP Partnership and District. District agrees to make the Data available to UP Partnership electronically to the greatest extent possible.
- 2. District will be responsible for providing secure delivery or secure access to the Data. UP Partnership will be responsible for securely storing and maintaining the Data following transfer. The Data will be properly secured by safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, data encryption, other technology tools, and locked physical files (if applicable). District personnel may review and suggest upgrades to data security, transfer procedures, and project protocols at any time.
- 3. UP Partnership agrees that no findings, listing, or information derived by the Data may be released if such findings, listing, or information contain any combination of the Data elements that might allow the identification of any individual or entity included in the Data. Data submitted to any individual or organization external to UP Partnership--with the exception of the Alamo PROMISE partners (see Appendix A: Scope of Work)--and included in data reports by UP Partnership will contain no personally identifying information. Any publication or dissemination of Data by UP Partnership will be converted to de-identified information and reported in the aggregate.
- 4. Both parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations (34 C.F.R. § 99.1 et seq). District has determined that UP Partnership has a legitimate educational interest in the educational records as that term is defined under FERPA (disclosed as the Data under this Agreement) to evaluate the impact of its collective action projects and initiatives affecting the District. UP Partnership and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.
- 5. The parties mutually agree that ownership of all Data provided to UP Partnership under this Agreement shall be retained by the District. UP Partnership does not obtain any right, title, or interest in any of the Data furnished by the District, with the exception that UP Partnership retains its right as a non-profit organization to publish findings

- obtained from analysis of the Data in any forum that it chooses. Upon written notification by the 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 the Data are destroyed, UP Partnership will provide verification of destruction at the request of the District.
- 6. The parties mutually agree that UP Partnership has "made findings" with respect to the Data furnished under this Agreement when UP Partnership prepares any report or other writings for submission to any third party (including but not limited to any manuscript to be submitted for publication).
- 7. UP Partnership shall allow access to the Data only to: (i) contractors who have been tasked by UP Partnership with storage, accessing and manipulating the Data; and (ii) persons and program partners of UP Partnership that have been tasked by UP Partnership with accessing the Data for the purpose of the Alamo PROMISE initiative (see Appendix A). Accordingly, UP Partnership shall not release or otherwise reveal the Data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. UP Partnership also shall not sell the Data in any form to any third party.
- 8. This Agreement may be terminated by either party upon thirty (30) days' written notice.
- 9. For all purposes of this Agreement, and notwithstanding any provision of this Agreement, 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 or agent of the other party.
- 10. 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, advertising, or any other form of publicity, without the prior written permission in each instance of the other party.
- 11. 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.
- 12. 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.
- 13. 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.
- 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 incident is given to the other party following the occurrence of such an event.
- 15. This Agreement and its referenced Appendixes 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 both parties and all necessary approvals have been obtained.
- 16. The following individuals are the contact points under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective party under this Agreement.

Person	Role/Responsibilities

UP	Ryan Lugalia-Hollon, Executive Director	UP Partnership contact for overall UP Partnership
Partnership	Ryan@uppartnership.org	business
	Kathleen Denny, Director of Data Kathleen@uppartnership.org	UP Partnership contact for amendments to the Agreement and data requests of UP Partnership
	Jayde Beebe, Network Data Manager Jayde@uppartnership.org	UP Partnership contact for transfer, storage, and maintenance of the Data
South San Antonio		
Independent		
School		
District		

17. This agreement shall be effective when all required signatures have been obtained and shall expire August 30, 2021 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
454 Soledad, Ste. 101, San Antonio, Texas 78205	5622 Ray Ellison, San Antonio, Texas 78242
Ryan Lugalia-Hollon	
Name	Name
Executive Director	
Title	Title
Signature	Signature
Date	Date

Appendix A: Scope of Work, 2019-2021

UP Partnership requests the Data for the following portfolio of ongoing work involving the District and its students:

Data Support for Alamo PROMISE: UP Partnership has partnered with the Alamo Community College District (ACCD) and the San Antonio Education Partnership (SAEP) to assist in administering the "Alamo PROMISE" program, which is designed to assist eligible high school seniors currently attending participating high schools with the cost of tuition to any ACCD location. UP Partnership will serve as the primary data repository for the Alamo PROMISE, matching and tracking students' progress from high school completion to college enrollment. UP Partnership will produce a student-level case management dashboard to allow ACCD Enrollment Coaches and SAEP Advisors to track and support individual students' progress toward enrollment in a postsecondary institution.

Data support for UP Partnership Collective Impact Networks: Data received by UP Partnership may be used to provide aggregate analysis to inform the work of multi-sector networks designed to improve student outcomes across districts. The multi-sector networks overseen by UP Partnership include:

- Diplomás: Diplomás is a Latinx student success network whose goals include increasing college readiness, postsecondary persistence, and postsecondary attainment of Latinx students through test preparation, access to high-quality dual-credit, and removing barriers for Latinx students.
- My Brother's Keeper San Antonio (MBKSA): MBKSA is a network that strives to remove systemic barriers to safety, education, and career success to improve the life chances of African American, Latino, and other young men of color.
- Excel Beyond the Bell San Antonio (EBBSA): EBBSA is a network of out-of-school time service providers
 dedicated to increasing young people's developmental relationships and social emotional competencies
 through high-quality programming.
- Our Tomorrow Network (OTN): OTN is a network of San Antonio's young people--who are invested in advocating for their and their peers' interests in local public policy--that is designed to advance the leadership and advocacy skills of the network members.

Data Support for UP Partnership Strategic Initiatives: Data received by UP Partnership may be used to conduct evaluative analyses of the progress and efficacy of its strategic initiatives, especially those involving or occurring at District campuses and/or with District personnel. To conduct comprehensive evaluations of its strategic initiatives, UP Partnership may also collect original data from participants of its initiatives through anonymous surveys, focus groups, and observation. UP Partnership's strategic initiatives include:

- Guiding Pathways: UP Partnership and Education Service Center Region 20 are facilitating vertical alignment communities of practice to improve dual-credit course alignment between secondary and postsecondary campuses. Student- and campus-level data, along with original data from practitioner participants, are required to evaluate the efficacy of this initiative.
 - District campuses currently participating in Guiding Pathways:
 - None currently.

Should District campuses be added or removed from this list, UP Partnership will submit an updated Appendix A to District.

- Rethinking Discipline: UP Partnership and the University of Texas at San Antonio are facilitating a restorative justice community of practice to build campuses' capacity to adopt restorative practices to ultimately increase students' school connectedness. Student- and campus-level data, along with original data from practitioner participants, are required to evaluate the efficacy of this initiative.
 District campuses currently participating in Rethinking Discipline:
 - None currently.
 Should District campuses be added or removed from this list, UP Partnership will submit an updated Appendix A to District.
- O **Digital Badging:** UP Partnership and Education Service Center Region 20 are coordinating the collaborative design of badges that signify the passion and skills students have gained, in and out of the classroom. In partnership with Northwestern University's Digital Youth Network, UP Partnership will use Data to track the improvement of STEM interest and endorsement across 4th-8th grade students. Student-and campus-level data are required to evaluate the progress and efficacy of this initiative. *District campuses participating in Digital Badging:*
 - None currently.
 Should District campuses be added or removed from this list, UP Partnership will submit an updated Appendix A to District.
- Education Scorecards: UP Partnership uses Data to produce education scorecards for youth-serving non-profit agencies and government entities allowing them to track students' progress in academic performance, attendance, and disciplinary measures that can be used for goal setting, continuous improvement, tailoring programs, and communicating student outcomes at an aggregate level. These data dashboards exclusively present data at the aggregate level. No student-level data or personally identifiable information are included in dashboards for any agency. Entities receiving an aggregate student outcomes dashboard from UP Partnership include participating members of the Excel Beyond the Bell network, youth-serving Delegate Agencies funded by the City of San Antonio's Department of Human Services, the San Antonio Housing Authority, and the Goodwill Career Navigators program.
- Youth Master Planning: Data may be aggregated and 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.
- Equitable Enrollment Community of Practice: UP Partnership is participating in a year-long Equitable Results Facilitation training coordinated by StriveTogether focused on the topic of "summer melt" and closing racial/ethnic disparities in students' likelihood of enrolling in a postsecondary institution once they have applied and been accepted. Data on students' college-going behavior, including applications, acceptances, and enrollments, may be presented in the aggregate at campus and District levels to support continuous improvement processes within campuses and District and inform strategic initiatives designed to increase the equitable enrollment of San Antonio high school students in local colleges and universities.

Appendix B: Scope of Data, 2019-2021

Overview:

The scope of requested data elements are at the (1) campus level and (2) student level. The student-level data contain personally identifiable information (PII) and specific data elements requested at routine intervals stipulated below. The campus-level data contain no PII and will be requested as needed based on UP Partnership strategic planning.

Data Transfer Procedures:

Data are to be reported in a password protected CSV or Excel spreadsheet and transferred via secure file transfer, followed immediately by notification of UP Partnership staff via email. You may upload Data to your District's FTP site or UP's secure cloud-based file transfer site. Transmission of student-level data via email is not acceptable.

Section 1: Campus-Level Data

Campus-level does not contain personally identifiable information

UP Partnership's network strategies (identified above in Appendix A: Scope of Work) require campus-level data to better understand the characteristics of the systems that serve the students. Accordingly, UP Partnership requests access to administrative information about the campuses in which it has active initiatives. Based on the evaluation needs of our existing strategic initiatives (see Appendix A), campus-level measures UP Partnership would request from District campus administration include, but are not limited to, personnel data on who advises students on college or career pathways; the ratio of students to counselors; and the ratio of students to advisors. UP Partnership will make requests for this type of campus-level administrative information throughout the year as strategies develop. These requests will never include personally identifying information.

Section 2: Student-Level Data

Student-level data contains personally identifiable information (PII)

UP Partnership requests five types of access to student-level data from District. The five types are listed below, and the requested fields for each type are itemized in the following tables.

- (1) Alamo PROMISE: student-level data on graduating students from Promise-eligible high schools received from and reported back to Alamo Community College District and San Antonio Education Partnership;
- (2) Monthly Discipline and Attendance Extracts: student-level data on all students in all campuses within District received via District once per month;
- (3) Digital Badging Extract: student-level data on students enrolled in campuses participating in the Digital Badging initiative received directly from participating campuses at the time of engagement with the initiative;
- (4) Annual Data Extract: student-level data on all students in all campuses within District received via District once per year, containing standardized test scores, course-taking, endorsements, etc.
- (5) National Student Clearinghouse: Summary and student-level files on most recent graduating class received via District once per year.

Alamo PROMISE Data Request:

The data requests for Alamo PROMISE can be fulfilled by the District and/or by one of UP Partnership's third-party data sharing partners in the Alamo PROMISE initiative. Third-party data partners include the Alamo Colleges District, the San Antonio Education Partnership, and SA Works. All requested Data pertain only to Promise-eligible students: students eligible to graduate within the academic year at one of the participating Promise high school campuses.

UP Partnership is authorized to receive the requested elements below directly from the Alamo Colleges District and/or the San Antonio Education Partnership as third-party data-sharing partners for the Alamo PROMISE initiative.

#	Requested Field	Data Source
1	High School Student ID	A STATE OF THE STA
2	Last Name	
3	First Name	
4	Middle Name	
5	Address	
6	City	
7	Zip	
8	Phone	Data is sourced from District via
9	Cell Phone	Alamo Community College
10	Student School Email Address	District for graduating students
11	Student Personal Email Address	in eligible districts.
12	Parent Email Address	
13	High School CEEB Code	
14	High School Name	
15	Birth date	
16	Age	
17	Graduation Date	
18	Grade Level	

#	Requested Field	Data Source
1	High School Student ID	
2	Last Name	
3	First Name	
4	Date of Birth	
5	FAFSA/TASFA Submission Date	Data is sourced from the ApplyTexas Counselor Suite
6	FAFSA/TASFA Processing Date	either directly from District or
7	FAFSA/TASFA Verification Status	via the San Antonio Education
8	FAFSA/TASFA Completion Status	Partnership for graduating
9	ApplyTexas Application ID	students in eligible districts.
10	ApplyTexas Application Destination	
11	ApplyTexas Application Deadline	
12	ApplyTexas Application Status	

Monthly Attendance & Discipline Data Requests:

Frequency: Monthly, Sept 15 through June 15
Students Included: all students enrolled in District

1	Texas Unique ID	. #	
2	Student ID	#	
3	First Name	TEXT	
4	Last Name	TEXT	
5	Gender	F/M	
6	Race/Ethnicity	TEXT	American Indian or Alaska Native Asian Black or African American Native Hawaiian or Pacific Islander White Hispanic or Latino
7	Economic Disadvantage Code	#	See PIEMS table c054
8	Campus	TEXT	
9	Grade Level	#	
10	Enroll Date	YYYY/MM/DD	
11	Withdraw Date	YYYY/MM/DD	
12	Withdraw Code	#	See PIEMS table c162
13	Number of Days Enrolled	#	YTD cumulative total
14	Number of Days Absent	#	YTD cumulative total
15	Number of Unexcused Absences	#	YTD cumulative total

#	Requested Field	Field Format	Field Description (if applicable)
1	Texas Unique ID	#	
2	Student ID	#	
3	First Name	TEXT	
4	Last Name	TEXT	
5	Gender	F/M	
6	Race/Ethnicity	TEXT	American Indian or Alaska Native Asian Black or African American Native Hawaiian or Pacific Islander White Hispanic or Latino
7	Economic Disadvantage Code	#	See PIEMS table c054
8	Campus	TEXT	
9	Grade Level	#	
10	Number of Total Discipline Incidents (Action-Reasons)	#	Cumulative YTD sum of all disciplinary incidents using PEIMS table c165.
11	Number of Total Discipline Actions	#	Cumulative YTD sum of all disciplinary actions using PEIMS table c164.
12	Number of Expulsions (All types)	#	

13	Number of Expulsions to JJAEP	#	
14	Number of Expulsions to DAEP	#	
15	Number of In-School Suspension Actions	#	
16	Number of Out of School Suspension Actions	#	
17	Number of Restorative Actions	#	District-specific actions, may not be associated with a PEIMS code

Digital Badging Data Request:

Frequency: 1 report directly from participating campus(es) upon engagement with Digital Badging Initiative **Students included:** all students from participating campus(es)

#	Requested Field	Data Source
1	Student ID	
2	Last Name	
3	First Name	Data is sourced directly from each participating campus in District.
4	Birthdate	
5	School Email Address	

Annual Data Request:

Frequency: 1 report when 2019-2020 STAAR scores are ready

Students included: all students enrolled in District

#	Requested Field	Field Format	Field Description (if applicable)
1	Texas Unique ID	#	
2	Student ID	#	
3	First Name	TEXT	
4	Last Name	TEXT	
5	Gender	F/M	
6	Race/Ethnicity	TEXT	American Indian or Alaska Native Asian Black or African American Native Hawaiian or Pacific Islander White Hispanic or Latino
7	Special Population or At-Risk Codes	TEXT	Example: SPED, ELL, etc.
8	Grade Level	#	
9	Campus	TEXT	
10	Enroll Date	YYYY/MM/DD	
11	Withdraw Date	YYYY/MM/DD	
12	Withdraw Code	#	See PIEMS table c162
13	Economic Disadvantage Code	#	See PIEMS table c054
14	Number of Days Enrolled	#	
15	Number of Days Absent	#	*Include both excused & unexcused*

16	Number of Total Discipline Incidents (Action-Reasons)	#	Cumulative annual sum of all disciplinary incidents using PEIMS table c165.
17	Number of Total Discipline Actions	#	Cumulative annual sum of all disciplinary actions using PEIMS table c164.
18	3 rd – 8 th STAAR Reading Performance Level	TEXT	Masters, Meets, Approaches, Did Not Meet
19	3rd - 8th STAAR Reading Progress Measure	TEXT	Limited, Expected, Exceeds
20	3rd - 8th STAAR Reading_Scale	#	Scale Score
21	3 _{rd} - 8 _{th} STAAR Reading_Raw	#	Raw Score
22	3rd – 8th STAAR Writing Performance Level	TEXT	Masters, Meets, Approaches, Did Not Meet
23	3rd - 8th STAAR Writing_Scale	#	Scale Score
24	3rd - 8th STAAR Writing_Raw	#	Raw Score
25	3rd – 8th STAAR Math Performance Level	TEXT	Masters, Meets, Approaches, Did Not Meet
26	3rd - 8th STAAR Math Progress Measure	TEXT	Limited, Expected, Exceeds
27	3rd - 8th STAAR Math _Scale	#	Scale Score
28	3rd - 8th STAAR Math_Raw	#	Raw Score
29	EOC STAAR English I Performance Level	TEXT	Masters, Meets, Approaches, Did Not Meet
30	EOC STAAR English I_Scale	#	Scale Score
31	EOC STAAR English I_Raw	#	Raw Score
32	EOC STAAR English II Performance Level	TEXT	Masters, Meets, Approaches, Did Not Meet
33	EOC STAAR English II Progress Measure	TEXT	Limited, Expected, Exceeds
34	EOC STAAR English II_Scale	#	Scale Score
35	EOC STAAR English II_Raw	#	Raw Score
36	EOC STAAR Algebra I Performance Level	TEXT	Masters, Meets, Approaches, Did Not Meet
37	EOC STAAR Algebra I Progress Measure	TEXT	Limited, Expected, Exceeds
38	EOC STAAR Algebra I_Scale	#	Scale Score
39	EOC STAAR Algebra I_Raw	#	Raw Score
40	Ever Enrolled in Algebra II Course	Yes / No	
41	Passed Algebra II Course	Yes / No	
42	Ever Enrolled in Math Dual-Credit Course	Yes / No	
43	Ever Passed Math Dual-Credit Course	Yes / No	
44	Ever Enrolled in English Language Dual-Credit Course	Yes / No	
45	Ever Passed English Language Dual-Credit Course	Yes / No	
46	Completed CTE Coherent Sequence	Yes / No	*Graduates only*
47	PSAT Math Section Score_11 th Grade	#	Scale score in the range of 160-760
48	PSAT Evidence-Based Reading & Writing (EBRW) Section Score_11th Grade	#	Scale score in the range of 160-760
49	SAT Score_All	#	*All Subjects*; Range: 400-1600
50	ACT Composite Score	#	Range: 1-36
51	Texas Success Initiative Assessment (TSIA) Math Section Score	#	
52	Texas Success Initiative Assessment (TSIA) Reading Section Score	#	
53	Texas Success Initiative Assessment (TSIA) Writing Section Score	#	
54	Retention in Grade Level	#	Passed = 1; Retained = 0

55	Most Recent Endorsement Pathway(s) Selected	TEXT	
56	Any Social Emotional Learning (SEL) Measures	TEXT	
57	Reintegration Plan following Justice Involvement	Yes/No	

National Student Clearinghouse Data Request:

National Student Clearinghouse: Please ensure you've renewed your National Student Clearinghouse subscription and uploaded the most recent class's graduate files by September of that year. This will ensure you can access the reports needed in December. 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