



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 20, 2016 Meeting Type: Special X Regular

Item Title: San Antonio Housing Authority Choice Grant MOA

Purpose: X Discussion/ Possible Action Recognition Report Only

Requested By: Angelica Garza, REIS Director

Presenter(s): Angelica Garza, REIS Director (Rosario Plasencia, SAHA)

Description of item to include your specific request:

To approve the Memorandum of Agreement (MOA) between SSAISD and The San Antonio Housing Authority (SAHA) that will facilitate the sharing of student data that is intended to assist in tracking and improving educational outcomes for SAHA students that are enrolled in district schools.

Supporting Documentation Enclosed X

Please select the appropriate District Goal(s):

Goal 2 We will develop a strong support system offering opportunities across the curriculum to create an innovative school experience, teaching students to value their education and motivate them to achieve excellence.

Department Initiatives/Other:

Correlates to Assessment and Accountability district processes.

Funding source-program and/or Budget Code:

CFO Approval

None needed

ROUTE APPROVAL

SIGNATURE

DATE

Principal/Director:

1/8/16

Executive Director:

1/8/16

Chief Administrator:

1-11-16

Superintendent:

1-15-2016

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made effective by and between the San Antonio Housing Authority ("SAHA") and the South San Antonio Independent School District ("District") this 20th day of January, 2016 ("Effective Date"). SAHA and the District are collectively referred to as the "Partners". Partners hereto agree to abide by the terms and conditions of this MOA throughout the duration of this agreement.

The purpose of the MOA is to set out a common agreement that facilitates the sharing of student data that is intended to assist in tracking and improving educational outcomes for SAHA's students who are enrolled in District schools.

Data Use

Partners agree to use data for reporting and research purposes, provided that only aggregated data is shared with outside entities. Partners agree to notify each other when data is shared with outside entities.

The data shared through this MOA will be used by SAHA to further the agency's Strategic Plan, specifically Strategic Goal #2, "Empower and equip families to improve their quality of life and achieve economic stability" including objectives under this Strategic Goal related to improving education outcomes for SAHA residents. SAHA intends to use data to recognize and reward school achievement and to detect academic challenges (including school attendance) SAHA residents may be facing.

To meet reporting requirements of local, state, or federal grants (including the Choice Neighborhood Initiative Grant), SAHA will also report aggregate data to the appropriate local, state, or federal grantors (including the United States Department of Housing and Urban Development (HUD)) in accordance with the reporting requirements of the grant(s).

Confidentiality

This agreement allows the sharing of aggregated and personally identifiable information data between Partners; the latter requires households' written consent. Personally identifiable information, includes, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family member; (c) the address of the student or the student's family; (d) a personal identifier such as the student's social security number or other student number; (e) a list of personal characteristics that would make the student's identity easily traceable; and (f) other information that would make the student's identity easily traceable. Specific data-sharing terms and conditions are outlined in Attachment A.

Abiding with FERPA (Family Education Rights and Privacy Act) regulations Partners agree to maintain the confidentiality of personally identifiable data at all times and will keep the data in a

secure location. Partners shall restrict access to personally identifiable data to only those employees who are participating in the MOA. Partners agree to not release or disclose any of the data in any manner except as expressly described in this MOA, unless prior written authorization is granted.

Amendments

This MOA may be amended by partners at any time by written mutual agreement.

Attachment A, which includes the technical specifications of the data that is being shared and the mechanics of how the data is shared, may be amended by partners at any time by written mutual agreement without amendment of this MOA.

SAHA and District may only share Personally Identifiable Information with other entities (e.g Choice Neighborhood Initiative Partners) who have signed a separate Data Partner Agreement with SAHA and District requiring them to follow FERPA and the data safeguards in this MOA.

Duration of Agreement

This agreement remains in effect in perpetuity, unless terminated. This agreement may be terminated in the following ways:

1. Without Cause: Partners have the right to terminate the agreement at any time by providing a required 30 day written notice of intent to terminate to the other Partner.
2. With Cause: If either partner violates any of the terms listed in this MOA, such violation entitles the other partner to terminate this agreement. The partner desiring termination must provide the other partner at least 60 day written notice, explaining the cause for termination. If at the end of the 60 days the notified partner has not removed the cause of the complaint or remedied the purported violation, this this agreement shall be considered terminated.

Access to personally identifiable data covered in this agreement will end when MOA is terminated. Upon termination of MOA, Partners will still have access to aggregate, non-personally identifiable reports shared by District and aggregate, non-personally identifiable reports created by SAHA.

Signatures

By signing below, partner accepts and agrees to the terms and conditions set forth in this MOA.

San Antonio Housing Authority

Name: David Nisivoccia
Title: Interim President and CEO

Date: _____

South San Antonio Independent School District

Name: Abelardo Saavedra, Ph.D.
Title: Superintendent of Schools

Date: _____