MEMORANDUM OF UNDERSTANDING

San Diego County Office of Education

Region 9 Literacy Project

This Memorandum of Understanding, herein referred to as “MOU,” is entered into by and between the Calexico Unified School District and the San Diego County Office of Education’s Region 9 Literacy Project (herein collectively “educational institutions”) who elect to accept its terms.

PREAMBLE

The purpose of the agreement is to facilitate the collection, analysis, and sharing of student data in order to track performance and improve success from elementary school through college. To that end, member educational institutions sharing academic performance data concerning students who have or who are attending their institutions will ensure the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act).

The educational institutions who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending an educational institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis for the purpose of evaluating and analyzing their respective educational programs. THEREFORE, the educational institutions agree to the following terms of this MOU:

1. DATA SHARING

The educational institutions shall provide one another with academic data concerning their respective students. The data shall be provided in the manner and form as specified in this MOU. The data shall be used only for conducting studies and to assist with the design, evaluation, and delivery of instruction. This data may include personally identifiable information such as gender, ethnicity, socioeconomic status, special education status as well as enrollment information, courses and grades. Any data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than three years from the date the data is first received.

2. DESCRIPTION OF THE DATA

*The following data elements cover students enrolled in the respective educational institutions from 2021 to 2024*.

Student Level Data.Student level data include demographic, assessment, discipline, and attendance data for students in schools participating in this project. The manner and form in which the data are to be prepared is outlined in APPENDIX A. We collect these data for the purpose of examining longer term literacy outcomes and the extent to which grant activities influence student opportunity and achievement.

Teacher Level Data. Teacher level data includes demographic data on teachers including years of services, level of education, and other information outlined in APPENDIX B of this document. Teacher level data includes both demographic information and a list of student identification numbers associated with each teacher. The purpose for these data is to match teachers to their student level data from the previous section.

School Level Data. Teacher, students, and parents complete surveys for this project. These surveys are self-assessments of teachers’, students’, and parents’ perceptions of literacy, which include information on mindsets, motivation, and other areas. Teachers, students, and parents complete surveys each spring in 2022, 2023, and 2024.

District Level Data. An educational institution representative (district-level) annually completes a literacy plan in the district. The comprehensive plan outlines the vision and work of literacy including definitions of literacy, work occurring to address literacy issues (capacity building, professional learning), evaluation of the effectiveness of the work, district allocations, and additional challenges in addressing literacy issues.

3. TRANSFER OF THE DATA

The educational institutions will safeguard and secure individually identifiable records or record information by transferring the data using a Secure File Transfer Protocol. The Secure File Transfer Protocol enables secure transfer between networked hosts. All transmissions of data will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information. Each institution will have access to a secure folder using the following link: <https://bssftp.sdcoe.net/EFTClient/Account/Login.htm>

3. CONFIDENTIALITY

The educational institutions will maintain the confidentiality of all student data exchanged by each as a part of this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, educational institutions shall establish a system of safeguards that will at minimum include the following:

* Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
* All designated members at the San Diego County Office of Education involved in the handling, transmittal, and/or processing of data provided under this MOU shall sign a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
* Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
* Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.
* Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that all disclosures of confidential student data comply with all provisions of the “Family Educational Rights and Privacy Act” and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.

4. INDEMNIFICATION

Each educational institution participating in this MOU agrees to defend, indemnify, and hold each other educational institution participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys’ fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

5. ENTIRE AGREEMENT

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. EXECUTION

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. ASSIGNMENT

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

8. SEVERABILITY

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

9. WAIVER

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

10. MODIFICATION AND AMENDMENTS

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. The educational institutions further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

11. TERM OF THIS MOU

This MOU shall be in effect for educational institutions for the period commencing from the effective date established **November 25, 2021** until **July 31, 2024**. Any participant (s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to the other party(s). However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

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Name

Assistant Superintendent, Calexico Unified School District

[Email](mailto:tglover@gushd.net)

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Name

Technical Contact (Data), Calexico Unified School District

Email

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Michael Simonson

Assistant Superintendent, Business Services

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Name

Executive Contact, Region 9 Literacy Project

Email

APPENDIX A

2021-2024 Region 9 Literacy Project

District File Annual Submission

The following file definitions are set up to ease submission by districts for this project.

STUDENT INFORMATION

|  |  |
| --- | --- |
| Record | Data |
| Student ID Number (STID) | Local number that uniquely identifies a student at the institution;  Alphanumeric 8-place integer (47059339) |
| Statewide Student Identifier (SSID) | Number that uniquely identifies a student in CALPADS  Alphanumeric 10-place integer |
| School CDS Code (CDS) | 14-digit CDS code.  Alphanumeric 14-place integer |
| School Name (SCHNM) | Name of school attended during school year. |
| Academic year (YEAR) | CCYY-CCYY |
| Grade (GRADE) | Assigned grade with leading zero  Numeric, 2 digit from <03 to >12 |
| Gender (GENDER) | Gender of individual.  Female, Male, or blank |
| Date of Birth (DOB) | Date of birth as designated on the individual's enrollment documentation.  YYYYMMDD |
| Hispanic or Latino (HIS\_LATINO) | Alpha (Y,N)  Yes, No, or blank |
| Race\_Ethnicity (RACE\_ETH) | A code that indicates the student’s race/ethnicity.  100 = American Indian or Alaskan Native  600 = Black or African American  200 = Chinese  400 = Filipino  300 = Native Hawaiian  200 = Japanese  200 = Korean  300 = Pacific Islander  800 = Two or More Races  700 = White |
| Parent Ed Level (PARENT\_ED) | Parent education level as designated on enrollment documentation.  15=Declined to state  14=Not a high school graduate  13=High school graduate  12=Some college (includes AA degree)  11=College graduate  10=Graduate school |
| Economic Disadvantage Status (NSLP) | Eligible for free or reduced-price lunch as designated in SIS.  Yes or No |
| English Language Acquisition Status (ELP) | Language fluency status.  EO=English Only  EL=English Learner  IFEP=Fluent English Proficient  RFEP=Re-designated English Proficient |
| IDEA Indicator (SPED) | Special education services status.  Yes, No, or blank |
| File Created (FCR) | Date that the file was created.  YYYYMMDD |

ASSESSMENT INFORMATION

|  |  |
| --- | --- |
| Record | Data |
| Student ID Number (STID) | Number that uniquely identifies a student at the institution;  Alphanumeric 8-place integer (47059339) |
| Statewide Student Identifier (SSID) | Number that uniquely identifies a student in CALPADS  Alphanumeric 10-place integer |
| School CDS Code (CDS) | 14-digit CDS code.  Alphanumeric 14-place integer |
| School Name (SCHNM) | Name of school attended during school year. |
| Academic year (YEAR) | CCYY-CCYY |
| Local Literacy Assessment Name (LLANM) | Name of the local literacy assessment.  Acuity Common Core  i-Ready  Measures of Academic Progress  Developmental Reading Assessment, 2nd Edition PLUS (DRA2+)  STAR Early Learning  Performance Series English Language Arts  EasyCBM  Riverside Interim Assessments  mCLASS:Reading 3D  mCLASS:DIBELS Next |
| Local Literacy Assessment (LLANM) | Scores on a (1-5 scale) from one of the assessments above |
| SBAC English Language Arts Scale Score (SBACELASCALE) | Scale score for SBAC ELA for grades 3-8  Numeric, 3 digits from <2100 to >3000 |
| SBAC English Language Arts Achievement Level (SBACELAPL) | 1=Standard not met  2=Standard nearly met  3=Standard met  4=Standard exceeded |
| ELPAC Overall Results (ELPAC) | 2018-2020 Overall  1=Level 1  2=Level 2  3=Level 3  4=Level 4 |
| File Created (FCR) | Date that the file was created.  YYYYMMDD |

DISCIPLINE INFORMATION

|  |  |
| --- | --- |
| Record | Data |
| Student ID Number (STID) | Number that uniquely identifies a student at the institution;  Alphanumeric 8-place integer (47059339) |
| Statewide Student Identifier (SSID) | Number that uniquely identifies a student in CALPADS  Alphanumeric 10-place integer |
| School CDS Code (CDS) | 14-digit CDS code.  Alphanumeric 14-place integer |
| School Name (SCHNM) | Name of school attended during school year. |
| Academic year (YEAR) | CCYY-CCYY |
| Term (TERM) | Term Number  S1=first semester  S2=second semester |
| Suspended (SUSCOUNT) | Count of suspensions for each term |
| File Created (FCR) | Date that the file was created.  YYYYMMDD |

ATTENDANCE INFORMATION

|  |  |
| --- | --- |
| Record | Data |
| Student ID Number (STID) | Number that uniquely identifies a student at the institution;  Alphanumeric 8-place integer (47059339) |
| Statewide Student Identifier (SSID) | Number that uniquely identifies a student in CALPADS  Alphanumeric 10-place integer |
| School CDS Code (CDS) | 14-digit CDS code.  Alphanumeric 14-place integer |
| School Name (SCHNM) | Name of school attended during school year. |
| Academic year (YEAR) | CCYY-CCYY |
| Term (TERM) | Term Number  S1=first semester  S2=second semester |
| Days Absent (ABSCOUNT) | Count of absences for each term |
| File Created (FCR) | Date that the file was created.  YYYYMMDD |

APPENDIX B

2021-2024 Region 9 Literacy Project

District File Annual Submission

The following file definitions are set up to ease submission by districts for this project.

TEACHER INFORMATION

|  |  |
| --- | --- |
| Record | Data |
| Teacher ID Number (TID) | Local number that uniquely identifies a teacher at the institution.  String (DA86) or alphanumeric integer (164439) |
| First Name (FNAME) | Teacher first name |
| Last Name (LNAME | Teacher last name |
| School CDS Code (CDS) | 14-digit CDS code.  Alphanumeric 14-place integer |
| School Name (SCHNM) | Name of school teaching during school year. |
| Academic year (YEAR) | CCYY-CCYY |
| Gender (GENDER) | Gender of individual.  Female, Male, or blank |
| Race\_Ethnicity (RACE\_ETH) | A code that indicates the student’s race/ethnicity.  1 = American Indian or Alaskan Native  2 = Asian  3 = Pacific Islander  4 = Filipino  5 = Hispanic or Latino  6 = African American  7 = White  9 = Two or More Races |
| Education Level (EDLEVEL) | A code for the highest educational level.  D=Doctorate  S-Special  V=Master’s degree plus 30 or more semester hours  M=Master’s degree  U=Fifth year within bachelor’s degree  Y=Fifth year induction  F=Fifth year  C=Baccalaureate plus 30 or more semester hours  B=Baccalaureate  A=Associate degree  N=Not reported |
| Years Teaching (YRSTCH) | Total years of educational service. Includes services in other district, other districts, other states, and countries. The first year of service is counted as 1 year. |
| Years in District (YRSDIST) | Total years of service in a certificated position in the district. The first year of service is counted as 1 year. |
| Employment Status (EMPSTAT) | Indicates the teacher’s position is tenured, probationary, or long-term substitute or temporary employee.  L=Long term substitute or temporary employee  P=Probationary  T=Tenured  O=Other  Blank=Not reported |
| FTE Teaching (FTETCH) | An employee of the school district who holds a position requiring certification and whose duties require direct instruction to the pupils in the school or that district  Full-time equivalent (FTE) teaching duties. A value of 100 represents one full time equivalent. A value of 50 represents one half FTE. |
| File Created (FCR) | Date that the file was created.  YYYYMMDD |

STUDENT INFORMATION

|  |  |
| --- | --- |
| Record | Data |
| Teacher ID Number (TID) | Local number that uniquely identifies a teacher at the institution;  Alphanumeric 4-place integer (DA86) |
| First Name (FNAME) | Teacher first name |
| Last Name (LNAME | Teacher last name |
| School CDS Code (CDS) | 14-digit CDS code.  Alphanumeric 14-place integer |
| School Name (SCHNM) | Name of school teaching during school year. |
| Academic year (YEAR) | CCYY-CCYY |
| Student ID Number (STID) | Number that uniquely identifies EACH student assigned to each respective teacher at the institution.  Alphanumeric 8-place integer (47059339) |
| Statewide Student Identifier (SSID) | Number that uniquely identifies EACH student assigned to each respective teacher at the institution.  Alphanumeric 10-place integer |
| File Created (FCR) | Date that the file was created.  YYYYMMDD |