

Memorandum of Agreement

by and between

the University of California, San Diego and the San Diego Unified School District

July 1, 2015

This agreement is entered into by the San Diego Unified School District (SDUSD) and the University of California, San Diego (UC San Diego)

located at the Department of Economics, University of California, San Diego, 9500 Gilman Drive, La Jolla, CA 92093-0508

for the purpose of renewing the May 14, 2010 MOA that established the San Diego Education Research Alliance (SanDERA) at the University of California, San Diego, a partnership dedicated to informing, supporting, and sustaining quality education in San Diego Unified School District

and sharing information between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA) and SDUSD Administrative Procedure Nos. 6525, 6527, and 4930.

AIM

This Memorandum of Agreement (MOA) renews the May 14, 2010 MOA establishing the San Diego Education Research Alliance (SanDERA) – a partnership between the University of California, San Diego (UC San Diego) and the San Diego Unified School District (SDUSD) – for an additional five-year term, through June 30, 2020. Over the past five years, SanDERA and SDUSD have maintained a productive research relationship, implemented a shared research agenda linked to the district’s strategic goals, and provided a structure for conducting ongoing research and sharing findings within the educational community and beyond. The rigorous and relevant research conducted by SanDERA has contributed to the development of education policy and informed practice at the local, state, and national levels. External funding has been acquired to support all of SanDERA’s research and outreach activities. Both SDUSD and UC San Diego partners remain committed to the work of SanDERA and have collaborated to develop this MOA.

BACKGROUND

Since early 2000, a UC San Diego team based in the Department of Economics has worked collaboratively with SDUSD to identify timely and relevant policy questions of interest to teachers, administrators, and parents in SDUSD, and also to the statewide and national education research communities. Through a series of books, academic papers, research summaries, and briefings, the team has explored determinants of achievement in the district, the impact of literacy reforms, the multifaceted forms of school choice in San Diego, how the California High School Exit Examination has affected students, the impact of San Diego’s Career and Technical Education (CTE) program, the effects of the use of the Mathematics Diagnostic Testing Project in the district, SDUSD’s new “college prep for all” graduation policy, and the progress of District English Learners. Several ongoing research projects focus on the high school and postsecondary impact of school choice, students’ academic trajectories and policies to narrow achievement gaps in San Diego, and charter school effects on long-term outcomes. In June 2013, SDUSD and UC San Diego were awarded a partnership grant by the U.S. Department of Education’s Institute for Education Sciences (IES).

The early work at UC San Diego was led by Julian Betts, Professor in the Department of Economics, and Andrew Zau, Senior Statistician. They, working with doctoral candidates and alumni of the doctoral program, built strong and collaborative relationships with numerous SDUSD central office departments and staff. In December 2009, Karen Volz Bachofer, former Executive Director of SDUSD's Research and Evaluation Division joined the team at UC San Diego. In May 2010, the first SanDERA MOA was finalized and a SanDERA Executive Committee was formed. Standing Executive Committee members from UC San Diego are Julian Betts, SanDERA Executive Director, Andrew Zau, SanDERA Senior Statistician, and Karen Bachofer, SanDERA Director; SDUSD members are Ron Rode, Director of the Office of Research and Development, Peter Bell, Director of Data Analysis and Reporting, and Dina Policar, Director of Instructional Data Support. SanDERA has established a twelve-member Board of Advisors that meets twice yearly.

The SanDERA partnership is built upon a foundation of trust, detailed attention to data quality and security, a common desire to engage in academic research that will impact the quality of public education in San Diego and beyond, and significant time commitment of skilled researchers and administrators at both SDUSD and UC San Diego. Contributing to the success of the partnership has been a "no surprises" policy – SanDERA does not initiate new research before consulting with SDUSD officials and obtaining formal consent, and district officials are briefed on research findings before publication or presentation at conferences or any other public forums for the purposes of fact-checking and providing "critical friend" comments. At the same time, it should be noted that SDUSD maintains an arm's length relationship with SanDERA when it comes to decisions to publish and to publicize results. Thus, the district provides frequent input, including valuable insights that regularly inform the research findings, but it does not influence conclusions drawn by the researchers. A final factor key to the success of the relationship has been a willingness on the part of the UC San Diego researchers to take the time to learn the intricacies of district data, district programs, and district academic policies and procedures in order to ensure accurate and appropriate reporting of findings.

The UC San Diego/SDUSD research partnership – and, since 2010, SanDERA – has benefited from the financial support of numerous entities, including the U.S. Department of Education, the Public Policy Institute of California (PPIC), The William and Flora Hewlett Foundation, the Bill and Melinda Gates Foundation, the Atlantic Philanthropies, the Girard Foundation, the California Academic Partnership Program, the Smith Richardson Foundation, the Yankelovich Center for Social Science Research at UC San Diego, and others. PPIC has been particularly supportive – publishing several books and related materials summarizing research findings emanating from the collaborative work.

Like school districts across the state and nation, SDUSD continues to face challenges with financial resources and increases in workload related to compliance and accountability tasks. Although the expertise within the district to maintain detailed databases and to conduct its own policy research remains intact, a shortage of district personnel – coupled with the need to give priority to state and federally-mandated tasks – has severely limited SDUSD's capacity to sustain current, or initiate new, research. Thus, the ability of the SanDERA partnership to leverage district resources is even more critical now than it was at the inception of the collaboration in 2000. It should be noted that the purpose of SanDERA is not to take on district-level research and evaluation responsibilities. Rather, SanDERA is a district/university partnership dedicated to conducting relevant, targeted policy research in order to inform, support, and sustain high-quality educational opportunities for all students in San Diego and beyond.

The district, state, and nation have an urgent need for better policy information in today's educational climate, with its emphasis on the Common Core and educational accountability. Achievement gaps between language, socioeconomic, and racial/ethnic groups remain large in most locales. In aggregate, students in American public schools compare well to those in other countries in Grade 4, but lag seriously behind their counterparts in other nations in higher grades. In California and nationwide, there is widespread public concern about low high school graduation rates, particularly for some groups of students. Detailed monitoring of the level of, and inequalities in, achievement and in graduation rates is one focus of the ongoing SanDERA research. Equally important, though, are the detailed and credible evaluations of programs designed to boost overall achievement and to narrow achievement gaps. The SanDERA partnership has paid close attention to both issues.

Similar concerns about the challenges facing education exist across the nation, and a number of forward-looking urban school districts have forged formal partnerships with local universities. Perhaps the best-known example is the Consortium on Chicago School Research (CCSR), but more recently similar district-university consortia and alliances have been created in cities such as New York and Boston. In May 2009, the CCSR, with funding from the Spencer Foundation and the Bill and Melinda Gates Foundation, invited a dozen "teams with promise" from districts and universities around the country to discuss how such alliances work – with an eye to supporting them as they established their own partnerships. Partners in the existing UC San Diego/SDUSD collaborative effort were invited to participate in that meeting, and in May 2010, SanDERA was established.

This MOA renews the five-year term of the SanDERA MOA signed by district and university officials in May 2010.

SAN DIEGO EDUCATION RESEARCH ALLIANCE (SanDERA)

Structure

SanDERA is an independent research entity based at UC San Diego, governed by this formal Memorandum of Agreement (MOA) between the district and university that provides clear delineation of function and data security provisions. SanDERA's work will continue to be directed by Professor Betts, with confidential data restricted to a secured computer lab in the Department of Economics at UC San Diego. All research projects will be formally approved by the district's Research Proposal Review Panel (RPRP) before project activities begin.

SanDERA will continue to seek sustaining funding from a number of external foundations; SanDERA, not SDUSD, will assume responsibility for securing funding.

SanDERA's Board of Advisors, which includes representatives from UC San Diego, SDUSD, San Diego State University, foundation/funder representatives, advocacy groups, parent groups, employee associations, and community colleges, will continue to meet two times each year.

The SanDERA Executive Committee will continue to meet regularly to guide ongoing research, share preliminary findings, prepare for Board of Advisors meetings, and to identify important new areas for policy research.

Subject to funding availability, SanDERA will continue to conduct public events in San Diego designed to share research and policy findings with the public. These forums will not be unidirectional briefings, but will instead encourage a dialogue with the community about the educational progress of its children. One or more members of the Board of Advisors will be tapped to help generate dialogue at public events.

SanDERA has created and will continue to be governed by formal by-laws/operating guidelines regarding, among other factors, collaborations between UC San Diego and SDUSD on choice of topics and data-sharing, data security, selection of members of the Board of Advisors and determination of their terms, and establishment of meeting frequency and location for the UC San Diego/SDUSD research group meetings, Board of Advisors meetings, and public forums.

SanDERA will continue to utilize strategic relationships with other entities such as the Public Policy Institute of California (PPIC).

Function

Working with district leadership, SanDERA will continue to:

- Identify high-priority issues on which to focus research (e.g., the impact of requiring UC ‘a-g’ course completions for all students, students’ academic trajectories, and the progress of district Long Term English Learners);
- Update and refine its research agenda, making clear the roles and responsibilities of UC San Diego and SDUSD staff in carrying out independent research; making clear links to the district’s mission, goals, and strategic plan, and ensuring consistency across studies in definitions of student outcomes and other variables;
- Make its research agenda public; share progress and findings with the SDUSD Board of Education, district leadership, education/business/research/parent communities (e.g., brown bag lunches, bi-monthly online newsletter, seminars, Board presentations);
- Inform wider audiences by publishing/presenting refereed findings through its own website, academic journals, op-ed pieces, outside organizations, potentially including PPIC, and at conferences throughout the nation; serve as an education research clearinghouse for the San Diego educational community;
- Work with the district to solve problems/issues (e.g., developing on-track indicators) to support ongoing work and research priorities – if the work is consistent with ongoing research priorities and is coordinated with SDUSD’s Office of Research and Development; and
- Be open to collaboration with other districts and the San Diego County Office of Education.

Benefits

The benefits of SanDERA include:

- A collaboratively developed and focused research agenda aligned with district goals/strategic plan, resulting in findings that inform ongoing work and district reform efforts;
- Support from external funders to conduct comprehensive research, supplementing district resources so that other key work can be accomplished. Strategic leveraging of new sustaining funding to initiate new projects;
- Development of links between the quantitative research effort led by Professor Julian Betts and his team and other education research endeavors at UC San Diego, including but not limited to CREATE and the Education Studies Department;

- With the help of regular public forums and the engagement of members of the Board of Advisors, enhanced outreach to and engagement with the San Diego community and increased relevance of research;
- Increased publication rate of independent, high-quality education research that is relevant to California education policy and San Diego in particular;
- Enhanced possibilities of collaborations with similar consortia in other districts, with the Public Policy Institute of California, and with the University of California Educational Evaluation Center (UCEC) and with offices in campuses across the University of California.¹

I. PARTIES

The UC San Diego SanDERA REPRESENTATIVE is Julian Betts, Professor in the Department of Economics, UC San Diego. The UC San Diego SanDERA REPRESENTATIVE (or his successor) will serve as Executive Director of SanDERA.

The UC San Diego SanDERA DIRECTOR is Karen Volz Bachofer, Academic Administrator in the Department of Economics, UC San Diego. The UC San Diego SanDERA DIRECTOR (or her successor) will oversee SanDERA research, ensuring that it is being conducted as proposed and meets the obligations of this agreement.

The SDUSD SanDERA REPRESENTATIVE is Ron Rode, Director of the Office of Research and Development, SDUSD, and chair of the SDUSD Research Proposal Review Panel (RPRP). The SDUSD SanDERA REPRESENTATIVE (or his successor) is authorized by SDUSD to maintain and release student records subject to FERPA and SDUSD policies and procedures. The SDUSD SanDERA REPRESENTATIVE will work closely with UC San Diego SanDERA colleagues to help develop SanDERA's research agenda, facilitate on-going research by providing district-specific information and insight, and to provide feedback on research results.

The SDUSD SanDERA COORDINATOR is Peter Bell, Director of Data Analysis and Reporting, SDUSD. The SDUSD SanDERA COORDINATOR (or his successor) will oversee data sharing covered by this agreement and collaborate with the UC San Diego SanDERA DIRECTOR to ensure that SanDERA research is being conducted as proposed and meets the obligations of this agreement. In addition to these duties, the SDUSD SanDERA COORDINATOR will work closely with UC San Diego SanDERA colleagues to help develop SanDERA's research agenda, facilitate on-going research by providing district-specific information and insight, and to provide feedback on research results.

The single individual authorized by the UC San Diego SanDERA REPRESENTATIVE to request/obtain data under this agreement is Andrew Zau, Senior Statistician in the Department of Economics, UC San Diego. The UC San Diego SanDERA REPRESENTATIVE will inform the SDUSD SanDERA REPRESENTATIVE if it is necessary to designate a successor.

The UC San Diego SanDERA REPRESENTATIVE may be assisted by other individuals to accomplish research, administrative, and outreach activities related to SanDERA. All representatives having access to SDUSD data will sign a data confidentiality agreement, which bars them from

¹ Professor Betts served as the inaugural UC San Diego Campus Director of UCEC.

sharing data with others unless given explicit written permission from the district and from removing data from a locked and secured lab at UC San Diego overseen by Dr. Betts.

The SDUSD SanDERA REPRESENTATIVE may also be represented by other district staff.

II. COMPLIANCE WITH FERPA

REPRESENTATIVE INITIALS		
SDUSD	UC San Diego	
	J.P.	A. The UC San Diego SanDERA REPRESENTATIVE will comply with the provisions of FERPA in all respects. For purposes of this agreement, the UC San Diego SanDERA REPRESENTATIVE will use data collected and shared under this agreement for no purpose other than research authorized under §99.31 (6)(iii) of Title 34, Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, the UC San Diego SanDERA REPRESENTATIVE will not disclose any data contained under this agreement in a manner that could identify any individual student or the student’s parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.
	J.B.	B. The UC San Diego SanDERA REPRESENTATIVE will abide by information redisclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students’ education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students.

III. COST OF RESEARCH, ADMINISTRATIVE, AND OUTREACH ACTIVITIES

SDUSD	UC San Diego	
	J.B.	A. The UC San Diego SanDERA REPRESENTATIVE will seek sustaining funding to support the majority of SanDERA research, administrative, and outreach activities.
R		B. The SDUSD SanDERA REPRESENTATIVE agrees to provide data obtained under this agreement at district cost.
	J.B.	C. The UC San Diego SanDERA REPRESENTATIVE agrees to pay all other costs associated with the implementation of research activities.

IV. RESEARCH METHODOLOGY

SDUSD	UC San Diego	
	J.B.	A. The UC San Diego SanDERA REPRESENTATIVE will adhere to a “small numbers” policy of suppressing findings for any group of students numbering fewer than ten, and to require all employees, contractors, and agents of any kind to also abide by such policy. Where “small numbers” reporting becomes necessary, the UC San Diego SanDERA REPRESENTATIVE will request formal consent from the SDUSD SanDERA REPRESENTATIVE unless prior approval from SDUSD has been obtained.

V. DATA REQUEST AND USE

SDUSD	UC San Diego	
	J.B.	A. The UC San Diego SanDERA REPRESENTATIVE agrees that all SanDERA research projects based in SDUSD will first be approved by the SDUSD Research Proposal Review Panel (RPRP).
	J.B.	B. The UC San Diego SanDERA REPRESENTATIVE agrees that the single authorized individual to obtain data under this agreement will maintain a log or other record of all data received pursuant to this agreement.
	J.B.	C. The ability to access or maintain data under this agreement shall not under any circumstances transfer from the UC San Diego SanDERA REPRESENTATIVE to any other institution or entity. The UC San Diego SanDERA REPRESENTATIVE may not disclose SDUSD data to parties not identified in Part I without the written consent of the SDUSD SanDERA REPRESENTATIVE.
	J.B.	D. No other entity is authorized to continue using SDUSD data obtained under this agreement upon cessation of studies conducted under the direct supervision of the UC San Diego SanDERA REPRESENTATIVE.
	J.B.	E. The UC San Diego SanDERA REPRESENTATIVE will require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. The UC San Diego SanDERA REPRESENTATIVE agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this agreement.
	J.B.	F. The UC San Diego SanDERA REPRESENTATIVE will maintain an original data set of SDUSD data obtained pursuant to this agreement separate from all other data files.
	J.B.	G. The UC San Diego SanDERA REPRESENTATIVE agrees that the SDUSD SanDERA REPRESENTATIVE may, upon request, review the records required to be kept under this agreement.
	J.B.	H. The UC San Diego SanDERA REPRESENTATIVE agrees that the SDUSD SanDERA REPRESENTATIVE may decline to comply with a request if, in her/his discretion, s/he determines that providing the requested data would not be in the best interest of current or former students in the SDUSD.
	J.B.	I. The UC San Diego SanDERA REPRESENTATIVE agrees that all requests will include a statement of purpose, if not included in the original proposals, for which data are requested and an estimation of the time needed to complete the project for which the data are requested. The parties may agree to accept data requests by electronic mail, telephone, or facsimile.

VI. RESEARCH PRODUCTS




SDUSD	UC San Diego	
	J.B.	A. The UC San Diego SanDERA REPRESENTATIVE will present a first draft of either preliminary or endmost research findings generated under this agreement and related methodology to the SDUSD SanDERA REPRESENTATIVE at least six weeks prior to any written or oral presentation thereof. The draft must identify the intended audience and cite specific forums (e.g., journals, conferences, dissertation) in which the findings will be presented. In the unusual circumstance where the UC San Diego SanDERA REPRESENTATIVE does not finish a written research report at least six weeks prior to oral presentation, he will provide an oral statement of the research findings to the SDUSD SanDERA REPRESENTATIVE at least six weeks prior to the oral presentation, to be followed by provision of a written draft as soon as it is ready.
PK		B. The SDUSD SanDERA REPRESENTATIVE agrees to take no longer than two weeks from receipt to review the first draft of either preliminary or endmost findings, cite inaccuracies, and/or offer revisions that comport with rigorous research methodology.
	J.B.	C. The UC San Diego SanDERA REPRESENTATIVE agrees to submit the final research product to the district prior to any written or oral presentation of endmost findings.

VII. TERM OF AGREEMENT

SDUSD	UC San Diego	
PK	J.B.	A. The SDUSD SanDERA REPRESENTATIVE and UC San Diego SanDERA REPRESENTATIVE agree to a five-year term (through June 30, 2020) for this SanDERA MOA. At that time, and every five years thereafter, the MOA may be renewed for an additional five-year period.

VIII. AMENDMENT TO, OR CANCELLATION OF, MEMORANDUM OF AGREEMENT

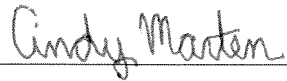
This agreement expresses the entire agreement of the parties. Any modification or amendment to the agreement must be executed in writing and signed by both the SDUSD SanDERA REPRESENTATIVE and the UC San Diego SanDERA REPRESENTATIVE.

SDUSD	UC San Diego	
		<p>A. Both the UC San Diego SanDERA REPRESENTATIVE and the SDUSD SanDERA REPRESENTATIVE agree that the Memorandum of Agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until the termination date identified above, or until canceled or amended by either party upon thirty days written notice.</p>
		<p>B. The UC San Diego SanDERA REPRESENTATIVE agrees that the SDUSD SanDERA REPRESENTATIVE may cancel the Memorandum of Agreement immediately upon violation of any element agreed to herein.</p>

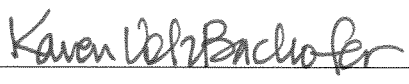
Entered into this 30th day of June, 2015.




 Julian R. Betts
 UC San Diego SanDERA EXECUTIVE DIRECTOR



 Cindy Marten
 SDUSD Superintendent



 Karen Volz Bachofer
 UC San Diego SanDERA DIRECTOR



 Ronald G. Rode
 SDUSD SanDERA REPRESENTATIVE