

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR MRWC i3 DATA SHARING
INSTRUCTIONAL SERVICES
(Implementation Sites)**

This MOU is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT”, **Alvord Unified School District**, hereinafter referred to as “DISTRICT”, **Illuminate Education, Inc.**, formerly known as **Key Data Systems**, a privately held company, hereinafter referred to as “External Evaluator”; **California State University San Bernardino**, an Institution of Higher Education, hereinafter referred to as “IHE”, and collectively referred to as the “Parties”.

RECITALS

WHEREAS, the purpose of the External Evaluator is to conduct required evaluation research and mandatory reporting in compliance with applicable state and federal laws and regulations regarding human subject’s protection and data use, access, and confidentiality relating to student record information. The External Evaluator will provide master parent consent forms describing the purpose of the program evaluation research for District/School to use. In addition, the External Evaluator will develop and make available online surveys (for teachers, students, coaches, principals), as required by the grant;

WHEREAS, this MOU concerns collecting, maintaining, and analyzing educational records that contain personally identifiable information of students participating in the Mathematical Reasoning with Connections (MRWC) project;

WHEREAS, Parties recognize the need to organize, evaluate, and analyze student data and survey instruments in order to develop and implement a Common Core State Standards (CCSS) aligned 4th year mathematics course that will help students deepen their understanding of critical mathematics concepts that are necessary to be successful in mathematics at the collegiate level;

WHEREAS, this work is being funded by a major federal grant from the US Department of Education;

WHEREAS, the Parties wish to protect the privacy of pupil records and district employee’s personal identifiable information (PII) and to comply with any applicable privacy statutes including family educational rights and privacy act of 1974 (FERPA) as amended education code 49703.1, civil code 1798.29 and civil code 1798.82;

WHEREAS, FERPA allows schools to disclose student records, without parental consent, to organizations conducting certain studies for or on behalf of the school or other schools where the student intends to enroll so long as the disclosure is for purposes related to the student’s enrollment or transfer (34 CFR § 99.31);

WHEREAS, a joint effort between the Parties is established to support mutual sharing of data and integration of data between information management systems. These efforts include, but are not limited to, DISTRICT provision of access to data extracts defined by the External Evaluator and listed on **Exhibit I**; and;

WHEREAS, all electronically transmitted and stored data will be governed by prevailing encryption and security standards.

AGREEMENTS

1. **TERM:** This MOU is effective **February 1, 2021** to **December 30, 2022**, unless sooner terminated by either Party providing 60 day written notice to the other Party.
2. **RESPONSIBILITIES:**
 - A. Detailed roles and responsibilities of the **MRWC Project Staff and DISTRICT** are listed on **Exhibit II**, which is attached hereto and made part of this MOU hereof. The MRWC Committee is composed of staff from Riverside County Superintendent of Schools, San Bernardino County Superintendent of Schools, Cal State Universities, local community colleges, and Illuminate Education, Inc.
 - B. DISTRICT will complete and return to SUPERINTENDENT, **Attachment 1, Data Sharing Contact List**, which will be made part of this MOU by this reference.
 - C. DISTRICT staff will provide the data on the dates specified by the External Evaluator.
 - D. External Evaluator will provide DISTRICT with a schedule of data extract dates and specific file formats to be received, as listed in **Exhibit I**, which is attached hereto and made a part of this MOU hereof.
 - E. DISTRICT must be a member of Cal-PASS Plus, or willing to join. Cal-PASS Plus is a free statewide clearinghouse of longitudinal data, funded through the California Community College Chancellor's Office.
3. **AUTHORIZATION TO USE AND ACCESS OF STUDENT INFORMATION:**
 - A. SUPERINTENDENT'S program staff will require authorization from the DISTRICT in order to use student information for purposes beyond the scope of this MOU, and in no event will SUPERINTENDENT use student information to engage in targeting advertising.
 - B. Data collected will remain the property of and under the control of the Party it was collected from. For example, DISTRICT'S pupil records remain the property of and under the control of DISTRICT.
 - C. If SUPERINTENDENT will retain any of DISTRICT'S pupil-generated content, then SUPERINTENDENT will first provide a written procedure by which DISTRICT'S pupils may retain possession and control of their own pupil-generated content, including transferring content to a personal account. "Pupil-generated content" means materials created by a pupil, including, but not limited to, essays, research, reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. "Pupil-generated account" does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
 - D. In certain circumstances, parents, legal guardians, or eligible pupils may request to review PII in a pupil's records and correct erroneous information through a written request to DISTRICT.
4. **LAWS GOVERNING THE STUDENT DATA AND CONFIDENTIALITY:**
 - A. Each Party will ensure that it has procedures in place to adhere to all federal and state laws governing student data privacy, including but not limited to compliance with FERPA, Education Code section 49073.1, and Business and Professions Code section 22584. These requirements shall extend each Parties employees and subcontractors with access to any data subject to this MOU.
 - B. Unless expressly authorized in writing by the other Party, each Party agrees to retain the other Party's data in confidence and will not copy or disclose such data to any third Party or use such data for any purpose other than as permitted by this MOU or as required by law. Each Party agrees to protect the other Party's data disclosed to it to the same extent and in the same manner

that it would protect its own data, but in no event shall such efforts fall below a level of reasonable care. Data of one Party may only be disclosed to the other Party's employees and then, only to the extent that such employees have a specific need to know of the data.

SUPERINTENDENT shall ensure the security and confidentiality of DISTRICT'S pupil records by designating and training responsible individuals on ensuring the security and confidentiality of pupil records.

- C. In the event of an unauthorized disclosure of a pupil's records, SUPERINTENDENT shall report the disclosure to DISTRICT in writing, and DISTRICT will notify an affected parent, legal guardian, or eligible pupil of the disclosure unless the Parties agree otherwise.
5. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
6. **INDEMNIFICATION:** The Parties hereto, and each of them, shall save, defend, hold harmless and indemnify each other and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees) including, but not limited to, an unauthorized disclosure of the other Party's data and other liabilities of whatever kind, nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this MOU, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this MOU is in effect, Party's obligations pursuant this section shall survive termination of this MOU.
7. **INSURANCE:** External Evaluator shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by External Evaluator in connection to this MOU, as well as the unauthorized disclosure or use of Personal Identifiable Information (PII) that SUPERINTENDENT may acquire from DISTRICT ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of DISTRICT Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SUPERINTENDENT that may obtain or maintain DISTRICT Data, as well as the outside agencies associated with this MOU. A DISTRICT reserves the right to request proof of insurance from SUPERINTENDENT, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by External Evaluator or in facilities used by External Evaluator, External Evaluator will take the following measures:
- A. Promptly file a claim with External Evaluator's Information Security & Privacy Insurance with Electronic Media Liability policy provider.
 - B. Promptly notify DISTRICT and SUPERINTENDENT of the suspected or actual incident, including the type of Data subject to unauthorized access.

- C. Promptly investigate the incident and provide DISTRICT and SUPERINTENDENT with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- D. Assist DISTRICT in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

8. **TERMINATION:** Either party may terminate this MOU, in whole or in part, and without need for cause, by giving sixty days written notice to the Parties stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty days after receipt of the notice by The Parties. Upon any termination pursuant to this paragraph taking effect, all Parties shall cease all work and services to the extent specified in the termination notice.

IN WITNESS WHEREOF, the Parties agree to this MOU to be executed by their duly authorized officers.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Alvord Unified School District
9KPC Parkway
Corona, CA 92879

Authorized Signature

Authorized Signature

Printed Name and Title

Sherri Kemp, Ed.D., Asstistant Superintendent
Printed Name and Title

Date _____

Date February 5, 2021

Illuminate Education, Inc.
6531 Irvine Center Drive
Irvine, CA 92618

California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Date _____

Date _____

Attachment 1
Riverside County Office of Education
Data Sharing Contact List
(Please complete and return with MOU)

District Name: ALVORD UNIFIED SCHOOL DISTRICT

Executive Contact:

Name: Sherri Kemp, Ed.D. Email Address: sherri.kemp@alvordschools.org

Title: Assistant Superintendent, Educational Services Phone Number: 951-509-5064

Assessment Contact:

Name: Erin Askier Email Address: erin.askier@alvordschools.org

Title: Coordinator, Assessment Phone Number: 951-509-5027

CALPADS Contact:

Name: Quyen Nguyen Email Address: qnguyen@alvordschools.org

Title: Director, Research and Evaluation Phone Number: 951-509-5197

Student Information System Contact:

Name: Quyen Nguyen Email Address: qnguyen@alvordschools.org

Title: Director, Research and Evaluation Phone Number: 951-509-5197

District MRWC Program Contact:

Name: Pamela Edmondson Email Address: pamela.edmondson@alvordschools.org

Title: Instructional Coach Phone Number: 951-358-1755

EXHIBIT I
EXTERNAL EVALUATOR
DATA COLLECTION
(Target Schools Only)

Assessment & Instruments to be collected:

1. Senior year mathematics assessment administered to students enrolled in senior-year mathematics course (once a year, end-of-year)
For target schools this will be administered to all students enrolled in MRWC.
2. MRWC student advanced mathematics perception surveys (online, twice a year: pre and post, in September and after course completion).
For target schools this will be administered to all students enrolled in MRWC.
3. MRWC teacher survey (online, twice a year: pre and post).
For target schools this will be completed by all teachers, who are teaching the MRWC course.
4. MRWC teaching reflections (completed by teachers online, as they are teaching each of the course themes).
For MRWC teachers only.
5. MRWC coaching logs (completed by coaches online, at least three (3) times a year – once per theme).
For MRWC coaches only.
6. MRWC final course grades upon completing the course from all MRWC students (completed at the end of the grading period).
For MRWC teachers only (will be collected from DISTRICT'S CALPADS).

Pre-Existing Data:

1. Student Name
2. Student SSID
3. Gender
4. Ethnicity
5. EL Status
6. Free/reduced price lunch status
7. School name
8. Current grade level
9. Current mathematics course enrollment (course name)
10. Current math teacher name or identifier
11. Grade 11 SBAC math scale scores, and performance levels
12. Grade 11 mathematics course enrollment (course names)
13. Grade 11 mathematics course grades
14. Grade 10 mathematics course enrollment (course names)
15. Grade 10 mathematics course grades.

EXHIBIT II
ROLES AND RESPONSIBILITY OF THE
MRWC PROJECT STAFF & DISTRICT

MRWC project staff shall:

- A. SUPERINTENDENT: Provide support to District/Site coaches (classroom observations, feedback meetings, etc.) by a MRWC coach for all participating coaches with coaches from RCOE and SBCSS.
- B. SUPERINTENDENT: Provide district with access to end of year MRWC assessments for the i3 grant evaluation purpose.
- C. SUPERINTENDENT: Provide online platform for program materials and teacher collaboration.
- D. SUPERINTENDENT: Provide year-long MRWC teaching curriculum and materials (teacher's manuals, one classroom set per MRWC teacher of MRWC activity games, master copy of student worksheets, etc.).
- E. SUPERINTENDENT: Provide all MRWC professional development sessions.
- F. SUPERINTENDENT: Develop and make available MRWC informational materials for dissemination to high school students and families describing the new MRWC course.
- G. SUPERINTENDENT and IHE: We are working with CSU and Community College to establish a pilot to allow SBAC 2 students with a C or better in the MRWC to enter as college ready.
- H. IHE: Provide teacher/coach stipends for participation in all MRWC related required activities. (listed in teacher section)
- I. External Evaluator: Conduct required evaluation research and mandatory reporting in compliance with applicable state and federal laws and regulations regarding human subject's protection and data use, access, and confidentiality and in accordance with the Data Sharing and Non-Disclosure MOU relating to student record information.
- J. External Evaluator: Provide master parent consent forms describing the purpose of the program evaluation research for District/School to use, if needed.
- K. External Evaluator: Develop and make available online surveys (for teachers, students, coaches, principals) as required by the grant.

DISTRICT shall:

Fully support and implement MRWC with fidelity to the goals and design of the MRWC course. This includes:

- A. Determine composition of the MRWC school site team consisting of a minimum of 1-Administrator, 1-Principal, 2-teachers, 1-coach, and 1-counselor.
- B. Verify the MRWC teachers have the single subject credential in math.
- C. Notify the MRWC Project Staff, within ten (10) days, if there are any changes in schedules, class assignments, teacher, coaches, counselors, or administration during the school year.
- D. By March 1, 2020, provide SUPERINTENDENT with a list of teachers who will teach MRWC in the academic year 2020-21.
- E. Agree to cooperate in the collection of the grant required data and assessment administration (Demographic data, CAASPP data, course grades, course rosters, course assessments, and surveys).
- F. Agree to be videotaped during the professional development session for archival reference by MRWC teachers, MRWC coaches and MRWC Project Staff.
- G. Collaborate in data collection led by the external evaluation team to evaluate the effectiveness of the new course.
- H. Ensure students are initially placed into MRWC course using the following criteria: Students who received a C or better in second semester geometry/integrated II AND a C or better in first semester algebra II/Integrated III

- I. Ensure one SBAC scores and final grades are available, student placement will be validated according to MRWC course requirements: Students who have successfully completed integrated 1-3 (or Algebra 1-2 and Geometry) with a C or SBAC = 2 and above.

DISTRICT'S principals (or appropriate designee) shall:

Fully support and implement MRWC with fidelity to the goal sand design of the MRWC course. This includes:

- A. Attend two ½ days of professional development training to discuss course implementation issues, the MRWC curriculum and pedagogy, best practices for classroom observation and identification of State Math Standards content and mathematical practices, project evaluation, and other pertinent programmatic information.
- B. Ensure the participating MRWC HS math teachers, math coach and counselor responsible for students' academic scheduling participate in all planned MRWC professional development.
- C. Ensure site staff, principal, counselor, coach and teachers have quarterly meetings to discuss the MRWC course and its implementation.
- D. Verify that MRWC teachers have a single subject credential in mathematics and have strong pedagogy.
- E. Ensure that each MRWC teacher participating in the 2020-21 MRWC professional development will teach the MRWC course during the 2020-21 school year.
- F. Ensure participating MRWC teachers are given course teaching assignments that support the necessary collaboration and joint planning for the MRWC course.
- G. Ensure all members of the team (teachers, coaches, counselor, and administrator) remain part of the team for the 2020-21 school year.
- H. Provide substitute teachers as necessary to cover participating MRWC teachers' and coaches' academic year professional development days (approximately nine (9) days).
- I. Ensure informational materials are disseminated to HS students and families about the MRWC course.
- J. Advise the MRWC Project Staff regarding potential issues that may be associated with implementation and adoption of the MRWC course.
- K. Ensure the MRWC course is on the Master Schedule.
- L. Agree to support MRWC teachers with regard to course delivery of MRWC goals and objectives. (Includes expectations for teachers' pedagogical exploration and professional growth, student participation, course supplies, and access to technology).
- M. Agree to cooperate in the collection of the grant required data and assessment administration (Demographic data, CAASPP data, course grades, course rosters, course assessments, and surveys).
- N. Agree to inform the eligible students enrolled in the MRWC course and their parents of the purpose and premise of study.
- O. Provide resources for MRWC teachers to reproduce student worksheets and assessments.
- P. Agree to complete online MRWC site administrator surveys as required by the MRWC Project Staff.
- Q. Agree to be videotaped during the professional development session for archival reference by MRWC teachers, MRWC coaches and MRWC Project Staff.
- R. Collaborate in data collection led by the external evaluation team to evaluate the effectiveness of the new course.
- S. Ensure students are initially placed into the MRWC course using the follow criteria: Students who received a C or better in second semester geometry/integrated II AND a C or better in first semester algebra II/Integrated III.
- T. Ensure once SBAC scores and final grades are available, student placement will be validated according to MRWC course requirements: Students who has successfully completed integrated 1-3 (or Algebra 1-2 and Geometry) with a C or SBAC = 2 and above.

DISTRICT'S teachers shall:

Fully support and implement MRWC with fidelity to the goals and design of the MRWC course. This includes:

- A. Agree to implement the MRWC curriculum with fidelity to the goals and design of the MRWC course during the 2020-21 school year and future years.

- B. Attend all scheduled MRWC professional development sessions within the academic year (approximately 10 days) and a two-week summer session to prepare to teach the MRWC course.
- C. Hold a Single Subjects Credential in Mathematics.
- D. Teach the MRWC course beginning with the fall term following the MRWC summer PD institute.
- E. Agree to stay with the team of teachers and coach for the 2020-21 year. It is recommended for the teacher to continue to teach MRWC for future years.
- F. Agree to collaborate and provide PD feedback surveys as required for i3 grant evaluation.
- G. Agree to classroom visits by MRWC Project Staff and DISTRICT, and site coach for coaching and feedback purposes only.
- H. Collaborate with their MRWC team coach and teachers in planning lessons and analyzing assessments.
- I. Participate in site quarterly meetings to discuss the MRWC course and its implementation.
- J. Administer end-of-year assessment to all MRWC students as determined by MRWC Project Staff for i3 grant evaluation purposes and mail the assessment booklets back to SUPERINTENDENT using pre-addressed envelopes.
- K. Agree to be videotaped during the professional development session for archival reference by MRWC teachers, MRWC coaches and MRWC Project Staff.
- L. Administer surveys to all MRWC students as required by the MRWC Committee and grant.
- M. Complete online MRWC Teacher surveys and content feedback as required by the MRWC Committee and grant.
- N. Collaborate in data collection led by the external evaluation team to evaluate the effectiveness of the new course.
- O. Assign final course grades to all MRWC students.

DISTRICT'S coaches shall:

Fully support and implement MRWC with fidelity to the goals and design of the MRWC course. This includes:

- A. Agree to support the implementation of the MRWC curriculum with fidelity to the goals and design of the MRWC course during the 2020-21 school year.
- B. Attend all scheduled professional development sessions within the academic year (approx. 10 days) and a two-week summer session to prepare to teach the MRWC course, and four (4) County Office of Education Network meetings.
- C. Support the teaching of the MRWC course beginning with the fall term following the MRWC summer PD institute.
- D. Agree to stay involved with MRWC and provide feedback to MRWC Project Staff.
- E. Agree to remain with the same teachers and coach team for the entire project length.
- F. Collaborate in data collection led by the external evaluation team and MRWC Project staff to evaluate the effectiveness of the new course.
- G. Participate in site quarterly meetings to discuss the MRWC course and its implementation.
- H. Support the MRWC teachers in administering the final assessment items to all MRWC students that will be provided by MRWC Project Staff.
- I. Support the MRWC teachers in administering all student surveys as required by the course and grant.
- J. Agree to collaborate with their MRWC teachers in planning lessons and analyzing assessments.
- K. Agree to be videotaped during the professional development session for archival reference by MRWC teachers, MRWC coaches and MRWC Project Staff.
- L. Agree to provide MRWC teachers with coaching and feedback for the purpose of supporting the implementation of the MRWC course.
- M. Complete online MRWC Coaching surveys as required by the MRWC Project team.
- N. Collaborate with the MRWC Project team in determining progress in MRWC curriculum implementation by providing feedback and supporting completion of teacher online forms.
- O. Agrees to review lessons and utilizes coaching feedback tools to ensure program effectiveness.
- P. Agree to visit classrooms with MRWC Project Staff and coaches for coaching and feedback purposes only.
- Q. Collaborate with the MRWC Project team in determining progress in MRWC curriculum implementation using a standardized rubric.

DISTRICT'S counselors shall:

Fully support and implement MRWC with fidelity to the goals and design of the MRWC course. This includes:

- A. Attend two ½ days of professional development training about the MRWC curriculum and pedagogy, best practices for classroom observation and identification of State Math Standards content and mathematical practices, project evaluation, and other pertinent programmatic information.
- B. Ensure informational materials are disseminated to HS students and families about the MRWC course.
- C. Advise the MRWC Project Staff regarding potential issues that may be associated with implementation and adoption of the MRWC course.
- D. Ensure the MRWC course is on the Master Schedule.
- E. Agree to cooperate in the collection of the grant required data and assessment administration (Demographic data, CAASPP data, course grades, course rosters, course assessments, and surveys).
- F. Agree to inform the eligible students enrolled in the MRWC course and their families of the purpose and premise of study.
- G. Agree to complete online MRWC counselor surveys as required by the MRWC Project Staff.
- H. Agree to be videotaped during the professional development session for archival reference by MRWC teachers, MRWC coaches and MRWC Project Staff.
- I. Collaborate in data collection led by the external evaluation team to evaluate the effectiveness of the new course.
- J. Ensure students are initially placed into the MRWC course using the follow criteria: Students who received a C or better in second semester geometry/integrated II AND a C or better in first semester algebra II/Integrated III.
- K. Ensure once SBAC scores and final grades are available, student placement will be validated according to MRWC course requirements: Students who has successfully completed integrated 1-3 (or Algebra 1-2 and Geometry) with a C or SBAC = 2 and above.
- L. Participate in the site quarterly meetings to discuss the MRWC course and its implementation.