# DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”) is entered into by and between Mingus Union High School District #4, an Arizona public school district (“District”), and Brisk Labs Corp. d/b/a Brisk Teaching ("Brisk Teaching"). The District and Brisk Teaching may each be referred to individually as a “Party” and collectively as the “Parties.”

## 1. Purpose

The purpose of this Agreement is to permit the secure, limited, and lawful sharing of student education records and related information between the District and Brisk Teaching solely to support instructional services, assessment, intervention, progress monitoring, reporting, and educational decision-making for District students in compliance with FERPA and A.R.S. §15-1046.

This Agreement expressly prohibits the disclosure or use of student information for any purpose outside those educational services authorized by the District.

## 2. Legal Authority, Governing Policy, and Compliance

All data sharing and processing under this Agreement shall be conducted in strict accordance with applicable federal and state law and the duly adopted policies of the Mingus Union High School District #4 Governing Board (the “Board”). This Agreement is intended to operationalize the Board’s policies regarding student records, data governance, instructional resources, and information security.

Both Parties shall comply with all applicable federal, state, and local laws and regulations regarding the collection, use, and disclosure of Student Data, including the Family Education Rights and Privacy Act (FERPA).

Brisk Teaching acknowledge and agree that, for purposes of FERPA and Arizona law, they are designated as school officials with a legitimate educational interest, are subject to the direct control of the District with respect to the use and maintenance of education records, and shall comply with all District Board policies governing confidentiality, acceptable use, records retention, and information security.

## 3. Scope of Data Shared

### 3.1 Permitted Data Elements

Only the minimum data necessary to fulfill the educational purposes of this Agreement may be shared, including:

- Student name
- District-issued student identification number
- School and grade level
- Enrollment status
- Course and program enrollment
- Assessment data, scores, and growth metrics
- Progress monitoring and usage data
- Accommodations and instructional settings (as applicable)
- Student-generated content and work product
- Student email address or school-issued account identifier, solely to the extent the District deploys student-facing features of the services requiring student authentication.

### 3.2 Prohibited Data

The following shall not be shared unless explicitly authorized in writing by the District:

- Social Security numbers
- Student or parent financial information
- Immigration or citizenship status
- Medical or mental health records (except as required under IDEA with District approval)
- Biometric data

The District is responsible for ensuring that its employees, agents, and users do not submit Prohibited Data to Brisk Teaching absent the District's prior written authorization. Inadvertent submission of Prohibited Data by District users shall not constitute a breach of this Agreement by Brisk Teaching.

## 4. Authorized Data Sharing and Board Policy Limitations

Access to Student Data will be limited to designated staff members of Brisk Teaching. who have a legitimate need to access such data for the Permitted Uses and will be subject to confidentiality requirements outlined in this Agreement.

All such sharing shall occur under the District's direct control and oversight.

Student data shall not be disclosed, released, sold, sublicensed, or otherwise made available to any third party, including subcontractors, affiliates, advertisers, data brokers, or analytics providers, without the prior written approval of the District Governing Board or its designee and the execution of a written amendment to this Agreement consistent with Board policy and FERPA. Notwithstanding the foregoing, Brisk Teaching may engage subprocessors as necessary to provide, operate, maintain, support, and improve the contracted educational services, provided that (i) Brisk Teaching maintains a current list of subprocessors available to the District upon request or via Brisk Teaching’s website (currently at https://www.briskteaching.com/privacy/data-subprocessors) and (ii) each subprocessor is contractually bound to data protection obligations no less protective than those in this Agreement.

## 5. Ownership and Control of Data

- All student data remains the sole property of the District.
- No rights, title, or interest in student data are transferred to Brisk Teaching.
- Student data shall not be considered an asset of Brisk Teaching, including in the event of merger, acquisition, bankruptcy, or sale.

## 6. Use Limitations

Brisk Teaching agrees that student data shall:

- Be used only for providing contracted educational services
- Not be used for targeted advertising or marketing
- Not be sold, leased, licensed, or monetized
- Not be used to create student profiles for non-educational purposes
- Not be used for artificial intelligence or machine learning training outside District-authorized educational functions

## 7. Data Security Safeguards and District Standards

Brisk Teaching shall implement and maintain administrative, technical, and physical safeguards that are aligned with industry standards to protect student data against unauthorized access, disclosure, alteration, or destruction.

Such safeguards shall include, at a minimum:

- Encryption of student data in transit and at rest using industry-standard protocols
- Role-based access controls aligned to job responsibilities and the principle of least privilege
- Multi-factor authentication for all administrative and privileged accounts
- Secure hosting environments with documented physical and logical security controls
- Regular vulnerability scanning, risk assessments, and penetration testing
- Annual data privacy and security training for all employees with access to student data
- Continuous logging, monitoring, and review of access to education records

Brisk Teaching shall ensure that all employees, agents, and authorized users comply with District acceptable use, confidentiality, and data protection expectations.

## 8. Confidentiality

All student information shared under this Agreement shall be treated as confidential education records. Access shall be limited to employees who require such access to perform services under this Agreement and who are bound by confidentiality obligations.

## 9. Data Breach and Incident Response

In the event of a data breach:

- Brisk Teaching shall notify the District without unreasonable delay and no later than 72 hours after confirming a breach affecting student data
- Notification shall include the information then known regarding the nature of the breach, affected data, mitigation steps taken, and corrective actions planned, and Brisk Teaching shall supplement such notification as additional information becomes available.
- Brisk Teaching shall reasonably cooperate with the District in the investigation and remediation of the breach. Notification to affected individuals, including teachers, students, or parents, shall be provided where required by applicable law.
- All reasonable and documented costs associated with breach response attributable to Brisk Teaching's negligence shall be borne by the responsible party

## 10. Data Retention, Records Management, and Destruction

In accordance with District Governing Board policy, FERPA, and Arizona records retention requirements:

- Student data shall be retained only for the minimum period necessary to fulfill the educational purposes authorized by the District.
- Student data shall be maintained in a manner that preserves confidentiality and integrity at all times.
- Upon termination of services, expiration of this Agreement, or written request of the District, all student data shall be securely returned to the District or permanently destroyed within thirty (30) calendar days, unless a longer period is required by law.
- Data destruction shall conform to NIST-compliant standards or equivalent industry best practices

- Written certification of data return or destruction shall be provided to the District upon request.

No student data shall be retained by Brisk Teaching for independent business, research, archival, or commercial purposes beyond the term authorized by the District.

Notwithstanding the foregoing, Brisk Teaching may use de-identified data for product development, improvement, research, and analytics purposes, provided that such data has been de-identified such that it cannot reasonably be used to identify any individual student, consistent with FERPA's de-identification standards (34 C.F.R. § 99.31(b)). Brisk Teaching agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any third party unless that party agrees in writing not to attempt re-identification.

## 11. Audits and Monitoring

The District reserves the right to:

- Review data protection policies and procedures
- Request documentation of compliance
- Conduct audits or third-party security reviews upon reasonable notice (not less than thirty (30) days), no more than once in any twelve (12) month period, during normal business hours, and at the District's expense; provided that (i) any such audit shall be conducted in a manner that does not unreasonably interfere with Brisk Teaching's operations, (ii) shall not include access to systems or data of Brisk Teaching's other customers, and (iii) shall not be required where Brisk Teaching's then-current third-party audit reports address the District's inquiry. Notwithstanding the foregoing, and upon request, Brisk Teaching shall provide the District with a copy of its most recent SOC Type II audit report at no cost to the District.

## 12. Term and Termination

This Agreement shall remain in effect for the duration of the underlying service contracts unless terminated earlier. The District may terminate this Agreement immediately upon any material breach related to data privacy or security. Either party may terminate this Agreement for any reason, at any time, upon thirty (30) days written notice to the other party.

## 13. Indemnification

Each Party hereby agrees to defend, indemnify and hold the other Party harmless from any and all liabilities, claims, expenses, damages, judgments, and other costs and expenses asserted by third parties to the extent arising out of the indemnifying Party's negligence, willful misconduct, or material breach of this Agreement, including, with respect to Brisk Teaching, any breach of its obligations regarding the privacy and security of Student Data under this Agreement, to the fullest extent allowed by law. Brisk Teaching's obligations under this Section shall also include the reasonable, documented costs of notifying affected individuals as required by applicable law in connection with a data breach caused by Brisk Teaching. In the event of concurrent liability, the Parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of this Agreement with respect to claims arising from acts or omissions occurring during the term of this Agreement.

## 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions, and that any dispute arising out of it shall be resolved in a court sitting in Maricopa County, Arizona.

## 15. Miscellaneous Terms

- This Agreement incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.
- Both Parties agree to provide, or self-insure, general liability and professional practice insurance in the amounts sufficient to cover their respective responsibilities under this Agreement. Brisk Teaching will provide District with proof of insurance upon reasonable request and will include District as an additional insured. The Parties shall maintain their own insurance, workers' compensation insurance and shall handle all of their own internal accounting.
- The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither the Brisk Teaching nor the District shall have the power to obligate or bind the other in any manner whatsoever.
- The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.
- Brisk Teaching acknowledges that District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the District's obligations under this contract, then this contract shall automatically expire without penalty to District after written notice to Brisk Teaching of the unavailability and non-appropriation of public funds. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
- The Parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.
- Neither Party shall have the right to assign this Agreement without the prior written consent of the other party.
- A waiver by either Party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

## 16. Entire Agreement and Amendments

This Agreement constitutes the entire understanding regarding student data sharing between the Parties. Any amendments must be in writing and signed by all Parties.

## 17. Signatures

**Mingus Union High School District #4**

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Authorized Representative: Justin A. Monical

Title: Assistant Principal, Curriculum Coordinator

Date:

**Brisk Labs Corp. d/b/a Brisk Teaching**

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Authorized Representative:

Title:

Date: