

Data Sharing Agreement

Teacher and School Leader Incentive Program (TSL) Project Leadership for Ector's Accelerated Performance (LEAP) Ector County Independent School District

This Data Sharing Agreement is between the Community Training and Assistance Center, Inc. ("CTAC") and the Ector County Independent School District ("ECISD"), collectively hereafter referred to as the "Parties" for term beginning on October 1, 2023, and ending September 30, 2026, or when the Grant ends, whichever is later.

Both Parties acknowledge the need for and requirement to protect shared data and will follow all applicable laws and regulations, including those related to data privacy and security, accessibility, and records retention.

This Data Sharing Agreement is used in conjunction with the Mutual Confidentiality and Non-disclosure Agreement (the Agreements).

1. Definition of "Data"

Non-public information, including all Personally Identifiable Information (PII), and information related to students, employees, metadata, and user content. Exhibit A lists the types of data anticipated during the term of the Agreements.

2. Definition of "Personally Identifiable Information" (PII)

Information that reasonably could lead to identification of an individual either directly or in conjunction with other available information, including, but is not limited to, a person's name and/or identification number, date of birth, race/ethnic or other demographic information, personal address, and identification of school or other work location.

3. Data Collection and Use

CTAC will collect and use ECISD Data in connection with discussions between their authorized representatives for the purposes of exploring, collaborating, writing, reviewing, preparing, and executing a federal grant proposal for the Teacher and School Leader Incentive Program. The data will be used according to the proposal for performance of the Agreements. Services are described in Exhibit B.

4. Use of Data and Confidential Information

In performing services under the Agreements, CTAC and ECISD may be exposed to and will be required to use certain "Data" as defined above and "Confidential Information," as defined in the Mutual Confidentiality and Non-disclosure Agreement. CTAC and ECISD along with their employees, agents or representatives will not use, directly or indirectly, such information for purposes other than the purposes outlined in the Agreements. The Parties acknowledge that the District is subject to FERPA, which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure or personally identifiable information in education records. As set forth in more detail

below, the Parties agree that CTAC is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because CTAC:

- (1) provides an institutional service or function for which the District would otherwise use employees;
- (2) is under the direct control of the District with respect to the use and maintenance of education records; and
- (3) is subject to the requirements of FERPA governing the use and disclosure of personally identifiable information from education records.

5. Maintenance of Confidentiality

Any Confidential Information acquired or received by either party (the “Recipient”) during the Agreements will not be disclosed or transferred to any person or entity other than to employees of a party and, as to CTAC, for the purpose of performing its obligations under the Agreements. Confidential Information received under the Agreements will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care.

The parties agree to use Confidential Information only for the purpose of performance of the Agreements and to make no copies except as necessary for performance of the Agreements.

6. Data De-Identification

CTAC will de-identify ECISD Data for product development, research, or other internal purposes except as necessary to fulfill its obligations under the Agreements.

7. Modification of Terms of Service

CTAC will not change in any way how Data are collected, used, or shared under the terms of the Agreements without advance notice to and written consent from ECISD. The Agreements are the entire agreements between ECISD (including all ECISD end users) and CTAC. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with ECISD employees or other end users are superseded by this Data Sharing Agreement.

8. Data Sharing

CTAC will not share ECISD data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the CTAC, without prior specific and informed written consent of the ECISD, except as required by law.

9. Data Storage

ECISD data will not be stored outside of the United States without prior, specific and informed written consent from ECISD.

10. Access

Unless expressly prohibited by law, CTAC will notify ECISD as soon as possible, but in no event later than 1 day (24 hours) of receipt by CTAC, of any subpoenas, warrants, or other legal orders, demands or requests, including audits, and governmental requests and demands, received by CTAC seeking ECISD Data. If ECISD receives a similar request, CTAC will promptly supply ECISD with copies of records or information if required by ECISD to respond.

11. Security Controls and Risk Management

CTAC will store and process ECISD Data in accordance with appropriate industry practices. This includes appropriate administrative, physical, and technical safeguards to 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information; and 4) dispose of PII and Confidential Information in a secure manner. Provider will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Provider may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose.

12. Data Breaches

When CTAC has actual or constructive knowledge of a breach which affects ECISD's Data (an "Incident") CTAC shall notify ECISD in writing, as soon as commercially practicable, but not later than twenty-four (24) hours after the Incident, unless prohibited by law. CTAC shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.

13. Governing Law

This Agreement shall be governed and construed in accordance to the laws of the State of Texas, without regard to conflict of law principles. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, whether involving remedies at law or in equity, shall be adjudicated in Ector County, Texas.

14. Indemnification

To the extent permitted by Texas law and constitution, the Parties agree to hold harmless, the other Party members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under the Agreements. This provision expressly applies to but is not limited in application to matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement, or any liability resulting from the unauthorized disclosure of PII or Confidential Information, or a breach of the obligations contained in this Data Sharing Agreement. The indemnities set forth herein will survive the expiration or termination of the Agreements.

15. Negotiation and Execution

This Agreement has been negotiated by both parties and shall not be strictly construed against either party. This Agreement may be executed in one or more original, or faxed or electronically transmitted counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For: Community Training and Assistance Center

For: Ector County Independent School District

William J. Slotnik
Chief Executive Officer

Dr. Scott Muri, Superintendent

Date

Date

Exhibit A LEAP Project Data Needs

The table details the typical data requirements for a Teacher and School Leader Incentive Program (TSL) grant, with a specific focus on project LEAP. The dates indicate the initial year of the grant. The data will be necessary every year.

Data Set	Starting Date*	Status	Who in Ector	Who in CTAC	Notes
Personnel Data					
Teacher and principal demographic data	Aug 2024			Zhaogang	Individual teacher and principal level data
Teacher (including Acceleration Instructional Leadership Team (A-ILT)) evaluation data in as much detail as is available (including, but not limited to, teacher evaluation data gathered from observations and evaluation ratings on five indicators embedded in the T-TESS rubric)	Aug 2024			Zhaogang	Individual teacher and principal level data
Principal evaluation data in as much detail as is available (including, but not limited to, attainment of year-end goals in professional practice and student growth, ratings on the five components of the T-PESS rubric)	Aug 2024			Zhaogang	Individual teacher and principal level data
Bonuses and stipends awarded in LEAP through Ector's PBCS and Principal High-Need Schools Recruitment Program (e.g., recipient, reason, and amount)	Aug 2024			Zhaogang	Individual teacher and principal level data
Teacher and principal recruitment data (including, but not limited to, educational qualifications, professional credentials, demographics, and experience levels of job applicants)	Aug 2024			Zhaogang	Individual teacher and principal level data
Teacher and principal promotion and retention data	Aug 2024			Zhaogang	Individual teacher and principal level data

LEAP Professional Development					
Records of PD trainings, comprising various activities, such as Novice Teacher PD sessions, Principal Monthly Training sessions, A-ILT Member Monthly Training sessions, Teacher Monthly Training sessions, and Advanced Teacher Leadership Academy. These records should include PD topics, the number of participants, the duration (in hours) of each PD session, and, if possible, a roster of individual participants	Jan 2024	Ongoing (following each PD session)		Tammy/ Guodong	We will discuss the monitoring process to ensure rigorous data collection We will review the sample reports on PD, mentor and coaching to see how to adapt them for LEAP data collection (Jeff is following up on this)
LEAP PD surveys	Jan 2023	Ongoing		Tammy/ Guodong	CTAC builds survey in collaboration with Ector We will discuss the logistics
Any other data, if available, by vendor or local staff on LEAP-funded PDs	Dec 2023	Ongoing		Tammy/ Guodong	Review the existing baseline survey by Teachworks
Mentoring and Coaching Programs					
Record of mentoring activities (i.e., mentoring first year novice teachers). This record should detail the mentoring topics, participants, and the number of hours involved	Jan 2024	Ongoing		Tammy/ Guodong	
Record of coaching activities, encompassing monthly executive coaching sessions with the 10 high-need school principals. This record should detail the coaching topics, participants, and the number of hours involved	Jan 2024	Ongoing		Tammy/ Guodong	SchoolMint
Perceptual Data					
Interviews and focus groups of selected stakeholders (To be conducted by CTAC)	Apr 2024		NA	Guodong	CTAC builds protocols and conducts interview
LEAP Annual Survey of selected stakeholders (To be conducted by CTAC)	Apr 2024		NA	Guodong	CTAC builds and implements survey

Student Achievement Data					
NWEA MAP scores on math and ELAR at the student level	Jan 2024			Zhaogang	SY 2022-23
STAAR and EOC Assessment results on math and ELAR at the student level	Jan 2024			Zhaogang	SY 2022-23
Demographic data at the student level	Jan 2024			Zhaogang	Snapshot date on the last Friday of each year; in this case, it would be Oct. 2022
Human Resources Data and Artifacts					
Curricular material for Inclusion Curriculum Review	Jun 2024			Tammy	
LEAP-related artifacts, including PBCS performance targets and results, professional development description and resources, instructional support materials, and Principal Incentive Package	Jun 2024			Tammy	
Documentation of LEAP recruitment strategies, plans and records, which includes details about partnership with six regional Hispanic Serving Institutions and the establishment of the new district recruiter position	Jun 2024			Tammy	
HR records on development and retention of teachers and principals, including the graduation and placement of teachers in Advanced Teacher Leadership Academy	Jun 2024			Tammy	

** The starting and completion dates reflect when to pull the data. NA means not applicable as the data will be generated by CTAC.*

Exhibit B Description of Services

CTAC is assisting Ector County Independent School District officials to implement project LEAP. CTAC provides fiscal and programmatic grant management services. Specific areas of support include building on and accelerating current efforts outlined in the table. Additionally, an annual evaluation is conducted to provide formative and summative learnings.

ECISD Needs	Aligned Strategies
Component 1: Developing and Retaining Talent	
<ul style="list-style-type: none"> • Advance the skills of novice teachers. • Retain teachers at the lowest performing schools. • Develop a deep pool of instructional leadership capacity for ELAR and math. • Provide culturally responsive instruction and leadership. 	<ul style="list-style-type: none"> • Provide a comprehensive three-year induction program for new teachers. • Develop the instructional ability of educators to effectively serve diverse learners. • Strengthen principals' knowledge of ELAR and math content and standards and improve their instructional leadership. • Establish and develop Acceleration ILTs to broaden the instructional leadership and coaching capacity.
Component 2: Aligning Incentives to Instructional Priorities	
<ul style="list-style-type: none"> • Reward effective instruction and leadership to increase student achievement. • Attract and retain effective teachers and principals at low-performing schools. 	<ul style="list-style-type: none"> • Create a PBCS to reward educators who increase students' ELAR and math achievement. • Reward teachers who assume new A-ILT leadership roles. • Provide a recruitment and incentives program which recruits effective principals to 10 high-need schools.
Component 3: Building and Expanding the Capacity of a Diverse Workforce	
<ul style="list-style-type: none"> • Recruit and retain diverse teachers to match its student population. • Develop more diverse teachers to take on teacher leadership roles. 	<ul style="list-style-type: none"> • Implement targeted recruitment strategies for diverse teachers. • Build principals' ability to implement a comprehensive teacher recruitment and retention strategy for diverse educators. • Create an Advanced Teacher Leadership Academy—a pipeline for effective, diverse teachers.