

RESEARCH DATA SHARING AGREEMENT

THIS AGREEMENT is entered into on this the 26 day of August, 2022 by and between Imagination Station, Inc. herein called “Istation,” and Ector County Independent School District, herein called “District” for the period May 2022 through December 31, 2022. The parties hereto agree as follows:

1. Istation is conducting a study on the relationship between the scores for the Istation’s Indicators of Progress (ISIP) Reading and the NWEA MAP and Texas’ State of Texas Assessments and Academic Readiness (STAAR). The study will involve collecting retrospective data, including demographics & NWEA MAP and STAAR scores and will continue from May 2022 to December 2022. To complete the study, Istation has requested District data. The data will be used in the re-norming of the ISIP Reading assessment to provide information about the validity of the assessment. The data will also be used to provide a predictive validity report for ISIP Reading. Istation will provide the district with a predictability report for the NWEA MAP and STAAR assessments and the relationship with the ISIP Reading scores.
2. The release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).
3. FERPA permits the disclosure of personally identifiable information of students to an organization conducting a study “for, or on behalf of, educational agencies or institutions” for statutorily enumerated purposes, including for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction. 20 U.S.C. 1232g(b)(1)(F).
4. Student Confidentiality. The District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Istation and its authorized representatives may only receive student information in compliance with the requirements and exceptions outlined in FERPA. Istation and its authorized representatives acknowledge that they must comply with said law and regulations and safeguard student information. Istation and its authorized representatives may not re-disclose the information to a third party without prior written consent from the District, the parent or eligible student. Istation and its authorized representatives must destroy any student information received from the District when no longer needed for the purposes listed in this Agreement. Any extended use of the data must be specifically authorized in writing in advance of the expiration of the underlying Agreement. Istation and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Istation protects its own confidential information.
5. Ector County Independent School District will provide the following information to the Istation:

STUDENT ID (used to match students with Istation scores and usage)

NWEA MAP SCORES FOR THE 2021-2022 SCHOOL YEAR

STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS SCORES FOR
2021-2022 SCHOOL YEAR

6. Istation acknowledges that the educational records and personally identifiable information from education records provided by Ector County Independent School District may only be used to meet the purpose or purposes of the study as stated in this Agreement. If Istation desires to use the records or data obtained from the District to conduct further research not specifically authorized in the Agreement, they will contact the District and obtain permission.
7. Istation must conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests. This means that the Istation will allow internal access to personally identifiable information from education records only to individuals with a legitimate education interest and need to know, and that the Istation will take steps to maintain the confidentiality of the personally identifiable information from education records at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.
Data will be transferred to Istation via a secure box or SFTP site. Istation will store the data on their secure server, in a folder that is only accessible to research staff with expertise in data security and privacy. All Istation employees undergo FERPA training yearly.
8. Istation must destroy all education records and any data derived from personally identifiable information or records when the information is no longer needed for the purposes for which the study was conducted. The destruction must occur within six months after the research is completed. The parties may agree to amend the Agreement to extend the time period if needed, but the Agreement must be in writing and include a time limit. The data will be rendered irrecoverable.
9. Istation designates the following individual or entity as an authorized representative: Dr. Victoria Locke, PhD. The authorized representative has authority to bind the entity to the requirements of this agreement.
10. Approval to use the personally identifiable information from education records for one study does not confer approval to use the data for another study. The personally identifiable information from education records may only be used for the activities described in this Agreement.
11. The points of contact and data custodians (the individuals directly responsible for managing the data in question) are:

District: Jaime Miller
Executive Director of Curriculum and Instruction
Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761
(432) 456-0000

Istation: Victoria Locke, PhD
Vice President Research and Assessment
Istation
8150 North Central Expressway, #2000
Dallas, TX 75025

(972) 643-3454

12. The failure to comply with the requirements of FERPA will subject the Istation to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, Istation must alert the District upon notification of the breach as soon as practical. In the event of a breach, Istation will follow the notification requirements outlined in Texas Business and Commercial Code, Section 521.053.
13. Ector County Independent School District maintains ownership of all intellectual property rights. Istation may not use the District's name or logo, the Board members' names or images, and the names or images of students, staff, or facilities for any commercial advertising.
14. Istation shall indemnify, defend, and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, which arise as a result of Istation's failure to meet any of its obligations under this agreement.
15. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Ector County, Texas.

By signing, I certify that I have read and agree with the terms of the Data Sharing Agreement and I am authorized to sign and execute on behalf of my institution.

Ector County Independent School District

RESEARCHER/ISTATION

By: _____

By: _____

Title: _____

Title: VP Research and Assessment

Date: _____

Date: _____