



DATA SHARING AGREEMENT

This Data Sharing Agreement is made between NWEA, a division of HMH Education Company (“Provider”) and the Ector County Independent School District (“District”). The District and Provider will be referred to individually as a “Party” and collectively referred to as the “Parties”.

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. Data shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the Provider (or any authorized end user(s)) uploads, enters, or generates as an incident of service or training that Provider provides to the District pursuant to this Agreement. Data also includes all personally identifiable information in education records, directory data, and other non- public information. Student data specifically includes any information pertaining to students enrolled in the District and former students, in any format, maintained by the District, and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”). A specific list of data to be shared is provided in the Appendix.
- B. The District owns and retains rights, title and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title or ownership to or in Data.
- C. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used, or disclosed by Provider for any purpose not related to providing services to the District. As outlined in more detail below, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.

2. PURPOSE, SCOPE, AND DURATION.



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- A. For Provider to provide services to the District it may become necessary for the District to share certain Data related to the District's students, employees, business practices, and/or intellectual property.
- B. 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 of personally identifiable information in education records. The Parties agree that the Provider has a legitimate educational interest in personally identifiable information from education records under FERPA for reason(s) outlined in ECISD Policy FL (LEGAL).
- C. The parties expect and anticipate that the Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- D. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of providing services to the District.
- E. At the conclusion of this Agreement, Provider agrees to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data within five



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business days of the conclusion of this Agreement, unless otherwise agreed by the Parties in writing.

3. DATA COLLECTION.

A. Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement

4. DATA USE.

A. Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, for the improving of services under this Agreement, and the research services agreed to by the parties, including the linking study agreed to by the parties..

5. DATA DE-IDENTIFICATION.

A. Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification. The parties agree that de-identified Data may be used for the Provider linking study.

6. MARKETING AND ADVERTISING PROHIBITED.

A. Provider shall not use any Data to advertise or market to students, their parents, or District employees or officials.

7. DATA MINING.

A. Provider is prohibited from mining Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data mining is



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defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

8. DATA SHARING.

- A. Provider shall not share Data with any additional parties, including but not limited to an authorized subcontractor or non-employee agent, without prior written consent of the District or as authorized by the District pursuant to this Agreement.
- B. In the event any person(s) seeks to access any Data beyond the access that is provided to Provider's employees for purposes of providing services to the District under this Agreement or beyond the access that is granted by the District under this Agreement, Provider will immediately inform the District of such request in writing unless expressly prohibited by law or judicial order. The District will respond to all requests for Data received by Provider; Provider will not respond in any way to such requests for Data unless required by law. Provider shall only retrieve requested Data upon receipt of, and in accordance with, written directions by the District, and Provider shall only provide such Data with express written consent from the District.
- C. Should Provider receive a court order or lawfully issued subpoena seeking the release of such Data or information, Provider shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court or lawfully issued subpoena prior to releasing the requested Data or information.

9. DATA TRANSFER OR DESTRUCTION.

- A. 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



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destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose, but in no event later than within five business days of the termination of this Agreement.

10. RIGHTS AND LICENSE IN AND TO DATA.

- A. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

11. ACCESS.

- A. Any Data held by Provider will be made available to the District immediately upon request by the District.

12. SECURITY CONTROLS.

- A. Provider shall store and process Data in accordance with industry standard practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
- B. Provider shall conduct periodic risk assessments and remediate any identified material security vulnerabilities in a timely manner.
- C. Provider shall also have a written incident response plan, which shall include, but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data in Provider's possession. Provider agrees to share its incident response plan upon request.

13. NOTIFICATION OF AMENDMENTS TO POLICIES.



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- A. Provider shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to, and consent from, the District.

14. NOTIFICATION OF DATA BREACH.

- A. When Provider becomes aware of a confirmed security breach concerning any personally identifiable Data disclosed to Provider under this Agreement, Provider shall notify the District without unreasonable delay not to exceed 72 hours and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with Provider or otherwise allow Provider access to any District Data for a period of not less than five (5) years.
- C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s) in which the District shares Data with Provider, this Agreement and such underlying agreement(s) may be terminated by the District if Provider fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach provided that it was directly caused by the Provider's actions or omissions (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.



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15. INDEMNIFICATION.

- A. Provider shall indemnify and hold harmless the District and its officers, agents, subcontractors, and employees, from any and all claims, losses, suits, or liability, including reasonable attorneys' fees for damages or costs directly resulting from the acts or omissions of Provider that directly cause a breach of personally identifiable information or data, or its officers, agents, subcontractors, or employees while performing under this Agreement.

16. TERMINATION.

- A. The District may terminate this agreement at any time at its discretion upon written notification to Provider. If the District terminates the Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, Provider shall certify to the District in writing within twenty (20) business days of the notice of termination to Provider, that all copies of the Data stored in any manner by Provider have been returned to the District and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high-level formatting operations.

17. SEVERABILITY.

- A. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of this Agreement.

18. ENTIRE AGREEMENT.



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APPENDIX

EXHIBIT "A"

DESCRIPTION OF SERVICES FROM PROVIDER:

Linking studies enable partners to utilize MAP® Growth™ Rasch Unit (RIT) scores throughout the year to predict students' performance levels on state summative assessments. This is achieved through a statistical analysis method known as the equipercentile method, combined with the latest NWEA norms, to generate RIT cut scores that align with state summative achievement levels. The linking study for Texas's STAAR Spanish assessments in math and reading will yield RIT cut scores for the fall, winter, and spring MAP Growth administrations that match the STAAR Spanish achievement levels. These RIT cut scores can be used by educators to pinpoint students who are at risk of not meeting state proficiency standards, and to provide targeted instruction to enhance academic outcomes.

This linking study will be conducted using data from the Spring 2023 administration of the MAP Growth and STAAR Spanish math and reading tests. Each student's state testing record will be matched with their MAP Growth score using the student's first and last names, date of birth, student ID, and other available identifying information. After the merged data file is created, all identifiable student information will be removed from the study sample file for the purpose of conducting the linking study.

A technical report will be compiled to describe the study sample at the group level (e.g., score mean, standard deviation, minimum score, and maximum score), the methodology, the results (i.e., cut scores), and the evaluation of the results (e.g., classification accuracy). This document will be shared with our partners in Texas.

	Demographics	Place of Birth	<input type="checkbox"/>
		Sex	<input checked="" type="checkbox"/>
		Ethnicity or race	<input checked="" type="checkbox"/>
		Language information (native, preferred, or primary language spoken by student)	<input type="checkbox"/>
		Other demographic information-Please specify:	<input type="checkbox"/>
	Enrollment	Student school enrollment	<input type="checkbox"/>
		Student grade level	<input type="checkbox"/>
		Homeroom	<input type="checkbox"/>
		Guidance counselor	<input type="checkbox"/>
		Specific curriculum programs	<input type="checkbox"/>
		Year of graduation	<input type="checkbox"/>
		Other enrollment information-Please specify: Student grade level (at time of test)	<input checked="" type="checkbox"/>
	Parent/Guardian Contact Information	Address	<input type="checkbox"/>
		Email	<input type="checkbox"/>
		Phone	<input type="checkbox"/>
	Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
	Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
	Schedule	Student scheduled courses	<input type="checkbox"/>
		Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>	
	Low income status	<input type="checkbox"/>	
	Medical alerts /health data	<input type="checkbox"/>	
	Student disability information	<input type="checkbox"/>	
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>	
	Living situations (homeless/foster care)	<input type="checkbox"/>	
	Other indicator information-Please specify: Free/reduced lunch (yes/no)	<input checked="" type="checkbox"/>	

Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last and/or Middle	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>

	Transportation	Student bus assignment	<input type="checkbox"/>
		Student pick up and/or drop off location	<input type="checkbox"/>
		Student bus card ID number	<input type="checkbox"/>
		Other transportation data -Please specify:	<input type="checkbox"/>
	Other	Please list each additional data element used, stored, or collected through the services defined in Exhibit A. If the additional data being requested will not fit in the box below, please add additional pages to the end of this document as appendices as needed.	<input type="checkbox"/>