

DATA SHARING AND USE

Between The Center for Outcomes Based Contracting at Southern Education Foundation, The
Education Service Center, Region 20
AND
Ector County Independent School District

This Data Sharing and Use Agreement (the "Agreement") is made and entered into on December 16, 2025 by and between the Center for Outcomes Based Contracting at Southern Education Foundation, Inc. (the "Foundation"), Education Service Center, Region 20, and Ector County Independent School District (the "District") (collectively called the "Parties").

WHEREAS, the Foundation is providing services to support the District with developing and executing outcomes based contracts that connect resources to results in order to improve outcomes for students, as described in the Service Agreement (Exhibit A);

WHEREAS, the Foundation and District recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations; and

WHEREAS, the Foundation and District desire to enter into this Agreement for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- a. **De-Identified Data:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.
- b. **Service Agreement:** the Contract or Letter of Commitment describing the services provided by the Foundation to the District.
- c. **Student Data:** Student Data includes any data that is descriptive of the student including, but not limited to, information in the student's educational record, first and last name, birthdate, email address, test results, special education data, grades, evaluations, socioeconomic information, documents, student identifiers, parents' names, or any other information or identification number that would provide information about a specific student. Student Data

further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this Agreement, and for the purposes of federal, state, and local laws and regulations. Student Data shall not constitute that information that has been anonymized, aggregated, or De-Identified.

- d. **Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than District or Foundation, who Foundation uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

2. PURPOSE AND USE

- a. **Purpose:** The purpose of this Agreement is to describe the duties and responsibilities to protect student data, including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. Preserving the anonymity of student identities, including assurance that identifiable student data is not released to third parties, is an overriding goal of this Agreement.

The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (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. As set forth in more detail below, the Parties agree that Foundation is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because Foundation: (1) provides a 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 redisclosure of personally identifiable information from education records.

Pursuant to this Agreement, and throughout its term, Foundation may receive from District personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act. Parties agree that such information is being shared pursuant to 34 C.F.R. §99.30(a). Foundation acknowledges and agrees that, in accordance with these laws, and the regulations implementing them, it may use such information only for the purposes for which the disclosure is made and may not disclose the information to any other party. Foundation shall not allow anyone to obtain access to personally identifiable information including information about the student, educators, and school(s) from education records except in strict accordance with the requirements of this Agreement.

- b. **Intended Use:** The Foundation has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and is outside the bounds of a research study. At district request, this may be anonymous. Additionally, the Student Data governed by this Agreement may be used for the following purposes:
 - i. To accurately measure District and Foundation progress toward improving student outcomes and achieving targets.

- ii. To support continuous improvement of the Foundation's programmatic services.
- iii. The Student Data governed by this Agreement may be used for the following purposes: To accurately measure District and Foundation progress toward improving student outcomes and achieving targets, to support continuous improvement of the Foundation's programmatic services, and to provide Education Service Center, Region 20 access for the purpose of project management, coordination, and support.
- c. **Student Data to be Provided:** In order to fulfill the purpose and use described above, District shall provide Student Data as identified in Exhibit B.
- d. **Limitations on Use:** the Foundation shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in the Agreement shall be construed to authorize Foundation to have access to additional data from the District that is not included in the scope of the Agreement (or addenda). Foundation understands that the Agreement does not convey ownership of the data to Foundation.

3. DATA OWNERSHIP, AUTHORIZED ACCESS, AND SECURITY

- a. **Subprocessors:** Foundation shall enter into written agreements with all Subprocessors performing functions for the Foundation in order for the Foundation to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement.
- b. **Data Storage and Security:** Foundation shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - i. Creating, distributing, and implementing data governance policies and procedures which protect District data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - ii. Encrypting all District data carried on mobile computers/devices;
 - iii. Encrypting District data before it is transmitted electronically;
 - iv. Requiring that users be uniquely identified and authenticated before accessing District data;
 - v. Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
 - vi. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - vii. Installing a firewall to permit or deny network transmissions based upon a set of rules;
 - viii. Installing anti-virus software to protect the network.
- c. **Disposition of Data:** Upon written request from the District, Foundation shall dispose of Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. This collaboration shall continue through July 01, 2028. Upon termination of this Agreement, Foundation shall securely and permanently destroy Student Data, including any and all hard

and soft (electronic) copies thereof, upon the termination of this Agreement. Foundation agrees to require all employees, contractors, or agents of any kind using the District data to comply with this provision. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified.

d. Notification of Breach:

- i. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Foundation, Foundation shall provide email notification to District within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Foundation shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. Foundation shall follow the following process: The information Foundation shall provide to District shall include, but is not limited to, the following:
 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 2. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 3. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 4. A description of Foundation's response to the breach, including but not limited to, any investigation and results therein taken by Foundation of the breach, any actions taken by Foundation as a result of the breach, and the security measures Foundation will be implementing as a result of the breach to better protect data;
- ii. Foundation agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- iii. 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.
- iv. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which the District shares Data with Foundation, this Agreement and such underlying agreement(s) may be terminated by the District if Foundation fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach (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.

4. OBLIGATIONS OF DISTRICT

- a. **Provide Data in Compliance with Applicable Laws:** District shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

5. OBLIGATIONS OF FOUNDATION

- a. **Sharing Findings:** Should the Foundation present, publish, or use student results it has gained in the course of its analysis, Foundation shall adhere to the following terms:
 - i. The Foundation shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
 - ii. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.
 - iii. No less than 15 business days prior to public disclosure of its data analysis, Foundation will provide the District a manuscript or other draft of the proposed public disclosure. Within 15 business days following receipt thereof, the District will notify Foundation in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.
 - iv. The Foundation shall provide the District, free of charge and within thirty (30) days, a copy of any report that is generated using the data.
- b. **Privacy Compliance:** Foundation shall strictly comply with all federal, state, and local laws that apply to the security, use, and release of the data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § Part 99. When necessary to comply with FERPA, the Foundation shall procure the consent of parents or eligible students to the release and use of the data, and shall maintain and make written proof of parent or student consent available to the District.
- c. **Employee Obligation:** Foundation shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the Student Data shared under the Service Agreement.
- d. **Non-Disclosure:** Foundation acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the District or this Agreement. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Foundation pursuant to this Agreement. Foundation will not sell Student Data to any third party.

6. ADDITIONAL PROVISIONS

- a. **Indemnification:** Foundation 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 resulting from the acts or omissions of Foundation, or its officers, agents, subcontractors, or employees while performing under this Agreement.

- b. **Termination:** District may terminate this Agreement, with 30 days written notice to the Foundation, at any time, for any reason. In addition, the District may terminate this Agreement at any time if it determines such action is necessary for the health, safety or education of students or staff. If the District terminates the Agreement, or if Foundation ceases to perform services for the District that requires access to Student Data, Foundation will destroy all Student Data in its possession. Foundation acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the District to immediately terminate this Agreement.
- c. **Severability:** 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 the Agreement.
- d. **Amendment and Modification:** This Agreement may be amended, modified or supplemented only by a subsequent writing signed by the parties hereto.
- e. **Third Party Beneficiaries:** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- f. **Course Of Dealing And Waiver:** No course of dealing between or among the parties hereto or any delay or failure on the part of any party in exercising any rights hereunder or at law or in equity shall operate as a waiver of any rights of such party, except to the extent expressly waived in writing by such party.
- g. **Binding Effect:** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, beneficiaries, executors, heirs, legatees and personal representatives.
- h. **Assignment:** Neither of the parties to this Agreement may sell, assign, transfer or otherwise convey any of his or its rights or delegate any of his or its duties or obligations under this Agreement without the prior written consent of the other party.
- i. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- j. **Construction:** No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision. Where the context so requires, the masculine gender will be construed to include the feminine and neuter, and the singular will be construed to include the plural and the plural the singular.
- k. **Entire Agreement:** This document states the entire agreement between Foundation and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

- I. **Governing Law:** This Agreement and the rights and obligations hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without giving effect to principles of conflict of laws.

The undersigned Authorized Officials expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their organizations.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

THE CENTER FOR OUTCOMES BASED CONTRACTING AT SOUTHERN EDUCATION FOUNDATION, INC.

Signed: _____

By: _____

Title: _____

Date: _____

Ector County Independent School District

Signed: _____

By: _____

Title: _____

Date: _____

Education Service Center, Region 20

Signed: _____

By: Jeff Goldhorn, Ph.D

Title: Executive Director

Date: _____

Exhibit A: Service Agreement

[insert letter of commitment]

Exhibit B: Description of Data to be Shared

The data outlined below may be used for any of the intended uses described in section 2.b. Additional data elements may be requested as needed based on conversation between Foundation and District.

De-identified data elements per participant:

- Standardized test scores, e.g. universal screener; benchmark, interim, and/or state assessments (specify assessments), including the following:
 - Scale score
 - Achievement and/or growth levels
 - Percentile rank
- Program / application performance (specify tool - usage / progress)
- Enrollment data (school, grade level)
- Demographics (race/ethnicity, primary language)
- Additional indicators (English learner, low income, SWD status (Y/N))

Data frequency: de-identified data files may be requested at BOY, MOY, and EOY, in alignment with OBC coaching calls and payment calculations.

OBC cohort participation also includes partner visits designed to deepen understanding of implementation under an OBC and identify enabling factors and opportunities for improvement. These visits include various forms of qualitative data collection intended to support continuous improvement efforts, with the understanding that all data collection will prioritize participant privacy and confidentiality. Qualitative data collection may include:

- **Classroom observations** conducted jointly by the OBC team and district staff to see implementation in action; observations will be conducted in a non-evaluative manner, focusing on understanding instructional practices and learning environments; there is no intent to evaluate or assess individual teacher performance or student achievement.
- **Teacher interviews** (in conjunction with classroom observations) to provide additional insight into OBC implementation, particularly factors that are not possible to understand through observation.
- **Student empathy interviews**, which honor lived experiences as a critical source of data in supporting students and improving instructional and non-instructional programs. During the conversation, students will be asked about their experiences to help the school, district, and Center for OBC better understand students' experiences, gain a more holistic picture of needs, and continuously improve the support that students receive.

Collected qualitative data will be anonymized, with individual teachers and students de-identified through pseudonyms or coding systems. All raw observation notes will be securely stored, with access limited to authorized research personnel, and will be destroyed after analysis is complete. The Center for OBC will work with the district to secure all necessary permissions related to this data collection (i.e. teacher and student / parent consent).



OBC Fall Cohort 2025 Letter of Commitment

This Letter of Commitment (the "Letter") is entered into as of the date of the last signature below (the "Effective Date") by and between Southern Education Foundation ("SEF"), Education Service Center, Region 20 (ESC-20) and Ector County Independent School District__ (the "LEA"). SEF, ESC-20, and LEA may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose. The purpose of this Letter is to set forth the mutual understandings and commitments of the Parties regarding the LEA's participation in the Outcomes Based Contracting ("OBC") Fall Cohort 2025, commencing in October 2025. The OBC Cohort is designed to improve student outcomes and contracting practices by connecting resources to result in alignment with the LEA's goals.

2. Term. The term of this Letter (the "Term") shall commence on the Effective Date and continue until the earlier of (a) completion of the activities described herein, or (b) termination in accordance with Section 7 below.

3. SEF Obligations. During the Term, SEF shall provide the LEA with the following benefits and resources:

- a) Shared Learning: Access to seven (7) virtual workshops and one (1) in-person workshop, guiding the LEA team through each step of the OBC process;
- b) A community of practice, including other participating LEAs and leading educators experienced in OBC projects;
- c) Individual Coaching: Provision of individualized consultative support by national OBC experts;
- d) Project management assistance to facilitate timely advancement of project design, RFP, and contract development;
- e) Assessment assistance in evaluating or developing measures of student growth;
- f) Executive-level support for Superintendents and Chiefs;
- g) Resources for Implementation: Access to the OBC District Playbook, RFP and contract templates, sample OBC RFPs and contracts, and sample artifacts from continuous improvement efforts.

4. LEA Obligations. In consideration of the benefits provided by SEF, the LEA agrees to the following obligations:

- a) Participation in Learning: Establish an LEA team composed of three (3) to five (5) district-level decision makers and at least one (1) school-level implementer to ensure project success;
- b) Ensure participation in all seven (7) virtual cohort workshops, the 2025 Accelerated Instruction Conference (October 1 & 2, 2025), one (1) in-person workshop, and follow-up coaching sessions (each workshop being ninety (90) minutes in duration);
- c) Participate in one (1) site visit alongside other cohort members in Spring 2026;
- d) Engage in one (1) partner visit alongside the Center for OBC and their provider;

- e) Engage in individual coaching at both the team and executive levels;
- f) Develop an Outcomes-Based RFP and/or Contract: Renegotiate an existing contract or issue an RFP and launch a new contract for services to be delivered during the 2026-2027 school year, with at least forty percent (40%) of the overall fee contingent on student results;
- g) Leverage Data to Monitor Impact: Adopt or use a measure of proficiency that allows for determining student growth over time (such as iReady or NWEA), and make such data accessible to the selected provider and to SEF;
- h) Share pre- and post-aggregate student data, broken down by sub-groups, with SEF as reasonably requested for program evaluation purposes.

ESC-20 Obligations

- A. Serve as a liaison and act as the main point of contact between the training company and the LEAs, ensuring concise and consistent communication. This may include scheduling, managing expectations, and resolving logistical issues.
- B. Host and coordinate cohort learning events in partnership with SEF, including the kickoff workshops (two-day in-person and seven virtual sessions), the 2025 Accelerated Instruction Conference (October 1 & 2, 2025) and the shared site visit. Ensure the content provided by SEF meets the needs of the LEAs.
- C. Provide direct coaching & support by delivering virtual coaching sessions to LEA teams and conducting in-person site visits in Fall 2026. These sessions will reinforce the training provided by the company and address specific implementation challenges at each district.
- D. Monitor progress by collecting data, and providing feedback to LEAs, HIT providers and SEF to ensure all parties are on track to meet their OBC goals.
- E. Collaborate with SEF to create and distribute relevant resources, such as example RFPs and contract templates, tailored for Texas LEAs.
- F. Attend the annual tutoring summit to share insights and progress from the cohort, representing the work of the LEAs and the training company.
- G. Assist with the closeout session in Summer 2027 to review final data and outcomes with all participants, synthesizing the results of the cohort's work.

5. Confidentiality. Each Party agrees to maintain the confidentiality of any non-public information received from the other Party in connection with this Letter and to use such information solely for the purposes contemplated herein, except as otherwise required by law.

6. Withdrawal and Removal from Cohort.

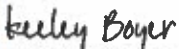
Voluntary Withdrawal: An LEA may voluntarily withdraw from the OBC Cohort at any time; however, the LEA must first submit written notice of its intent to withdraw to ESC-20. Upon receipt of this notice, the LEA will be required to meet with representatives from ESC-20, SEF, and TEA to discuss the decision and its implications. The written notice must be provided to ESC-20 at least thirty (30) days prior to the intended withdrawal date and communicated to all parties. Please note that voluntary withdrawal from the OBC Cohort may impact the LEA's eligibility to participate in future opportunities.

Removal for Lack of Progress: Failure to make adequate progress toward agreed-upon milestones, as determined jointly by SEF and ESC-20, may result in removal from the Cohort. In such cases, SEF and ESC-20 will provide written notice to the LEA outlining the reasons for removal and the effective date.

7. Miscellaneous. This Letter reflects the good faith intentions of the Parties and is not intended to create any legally binding obligations, except with respect to Section 5 (Confidentiality). This Letter may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Letter as of the last signature date below.

Signed by:



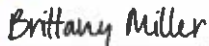
Keeley Boyer, Superintendent
Ector County Independent School District, (LEA)
Date: 11/7/2025

Signed by:



Jeff Goldhorn, Executive Director
(Education Service Center, Region 20)
Date: 11/7/2025

Signed by:



Brittany Miller, Chief Innovation Officer & Executive Director
Center for OBC at the Southern Education Foundation
Date: 11/17/2025