

DATA SHARING AGREEMENT

BETWEEN

ECONOMIC MOBILITY SYSTEMS, LLC

AND

ECTOR COUNTY ISD

1. Introduction

This Data Sharing Agreement (the “Agreement”) is made by and between Ector County Independent School District, a Texas public school district (“District”) and Economic Mobility Systems (“EMS”), a Texas non-profit organization. The District and EMS may be referred to individually as a “Party,” and collectively as the “Parties.”

2. Purpose

2.1 EMS has developed College and Career Solutions to assist school districts to more effectively support and empower students, engage and equip educators in effective case management, report college and career readiness, and adjust academic programs to increase the number of students successfully achieving advanced credentials and earning a living wage; and

2.2 For EMS to help support district leaders to implement College and Career Solutions for their students, EMS requires access to a limited set of student data from participating school districts to help districts move data into and between their systems; and

2.3 District desires to have EMS provide support to help implement College and Career Solutions, including but not limited to proposing tools, reports, and processes to assist the process of creating and maintaining digital credentials, case management, and a college and career readiness dashboard (the “Solutions”), according to the terms and conditions of this Agreement.

3. Scope of Data to be Disclosed

3.1 To effectively create and operate the Solutions contemplated in this Agreement, District authorizes EMS to help the district organize and move certain data (collectively known as the “Data”) described in Appendix A: Scope of Data between District owned platforms and solutions.

3.2. District shall prepare the Data as defined in Appendix A: Scope of Data on a schedule and frequency mutually agreed upon by EMS and District, in order to enable EMS to assist the District to organize and move District data within District technology platforms.

4. Limitations on Use

4.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations 34 C.F.R. § 99.1 et seq. District has determined that EMS has a legitimate educational interest in the educational records, as that term is defined under FERPA, disclosed as the Data under this Agreement, and that EMS is the agent of District solely for the purpose of assisting the District with data organization and data movement within the District to support student success and the creation of Solutions for the District. EMS and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.

4.2 EMS shall allow access to the Data only to: (i) persons and contractors who have been tasked by EMS with storage, accessing and manipulating the Data; and (ii) persons and program partners of EMS that have been tasked by EMS with accessing the Data for the purpose outlined in this agreement. Accordingly, EMS shall not release or otherwise reveal the Data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. EMS also shall not sell the Data in any form to any third party.

5. Confidentiality of Personally Identifiable Information

EMS agrees to maintain the confidentiality of student information throughout all stages of conducting this Agreement by implementing reasonable data security procedures, controls, and safeguards to ensure that personally identifiable information (“PII”) is protected in accordance with FERPA and Chapter 521 of the Texas Business and Commerce Code (to the extent applicable).

6. Term and Termination

6.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall continue for so long as the underlying Services Agreement and Statement of Work, dated August 1, 2022, and executed between the parties remains in effect.

6.2 Either Party may terminate this Agreement for any reason by giving 30 days’ written notice of termination to the other Party.

6.3 Upon termination, EMS will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to District that contain PII.

7. Notices

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification,

amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For District:

Name: [REDACTED]
Title [REDACTED]
Address: [REDACTED]
Email: [REDACTED]

For Economic Mobility Systems:

Name: Eric Ban, Ed.D.
Title: Executive Director
Address: 3000 Pegasus Park Drive Suite 900, Dallas, TX 75247
Email: eric.ban@economicmobilitysystems.org

8. Miscellaneous Terms

8.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

8.2 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

8.3 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

8.4 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.

8.5 EMS may assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement, upon five (5) business days' notice to the other Party.

8.6 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

8.7 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall lie exclusively in Dallas County, Texas.

8.8 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

8.9 The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, District and EMS signify that each Party understands and will comply with the conditions stated above.

Economic Mobility Systems

Ector County ISD

By: _____

Name: Eric J Ban

Title: Executive Director

Date: July 19, 2022

By: _____

Name:

Title:

Date: _____

APPENDIX A: SCOPE OF DATA

The following table outlines a representative scope and source of data provided to EMS either by the District or on behalf of the District under this Agreement. This Appendix may be amended if data requirements change. The District may request additional data fields to EMS in writing without the requirement of an amendment to this Agreement. EMS will accommodate additional data fields to the extent possible. Note: EMS is providing technical support for the district and is helping the district move, match, and activate data within district systems.

DATA FIELDS	DATA SOURCE
District Directory Data	
First Name Middle Name Last Name Address Home Phone Number Mobile/Cell Number Email Parent/Guardian First Name Parent Guardian Last Name Parent Guardian Home Phone Number Parent Guardian Emal Address Date of Birth District Issued Student ID High School ID CEEB Graduation Year TSDS ID Entry Date Ethnicity Race Sex Early College Hish School P-Tech Dual Credit <u>Required HB3 CCMR Reporting Categories</u> Free and Reduced Lunch Status Special Education Designation	Data is sourced from the District SIS for all students.
DATA FIELDS	
DATA SOURCE	
District Transcript Data	
District Issued Student ID Course Code Course Title Grading Period Grade Scale Grade	Data is sourced from the District SIS only for all students.

Absences Credit Military Enlistment Industry-based Certification Associates Degree Earned Graduation Type Code (indicating IEP and Workforce Readiness)	
Filing Status Information for Free Application for Federal Student Aid (FAFSA)	
First Name Middle Initial Last Name Date of Birth FAFSA Submission Date FAFSA Processing Date Verification Status Completion Status High School ID	Data is sourced from interfacing with Apply Texas data systems maintained by The University of Texas at Austin
Apply Texas Application Status	
High School Name-First-Last Student-Last-Name Student-Middle- Name First-Name Student-DOB Student-Email Application-ID Application-Destination-Name App-Semester App-Type Application-Deadline App-Status Pages Completed Last-Date-Updated Essay Status Scholarship-Univ Scholarship-App Scholarship-Deadline Scholarship-App-Status H.S. Grad Date Primary Phone Primary Phone Type	Data is sourced from interfacing with Apply Texas data systems maintained by The University of Texas at Austin
PSAT Scores	
Attending Institution Code Last Or Surname First Name Middle Initial Birth Date	Data is sourced through electronic transfer from either District or directly from the College Board.

<p>College Board Student Id Secondary School Student Id Address Street Number And Name Address Line 2 Text Address City Address State Abbreviation Us Zip Or International Post Code Email Address Latest PSAT: Assessment Date Latest PSAT: Grade Level When Assessed Latest PSAT: Total Score Latest PSAT: Evidence-Based Reading And Writing Section Score Latest PSAT: Math Section Score Latest PSAT: Reading Test Score Latest PSAT: Writing And Language Test Score Latest PSAT: Math Test Score Latest PSAT: Analysis In Science Cross-Test Score Latest PSAT: Analysis In History/Social Science Cross-Test Score Latest PSAT: Relevant Words In Context Subscore Latest PSAT: Command Of Evidence Subscore Latest PSAT: Expression Of Ideas Subscore Latest PSAT: Standard English Conventions Subscore Latest PSAT: Heart Of Algebra Subscore Latest PSAT: Passport To Advanced Mathematics Subscore Latest PSAT: Problem Solving And Data Analysis Subscore Date Of Report</p>	
SAT Scores	
<p>Cohort Year Last Or Surname First Name Middle Initial Birth Date College Board Student Id Secondary School Student Id Address Street Number And Name Address Line 2 Text Address City Address State Abbreviation Us Zip Or International Post Code Email Address Highest SAT Score: Math Section</p>	<p>Data is sourced through electronic transfer from either District or directly from the College Board</p>

<p>Highest SAT Score: Reading Section Highest SAT Score: Writing and Language Latest SAT: Registration Number Latest SAT: Make Up Indicator Latest SAT: Assessment Date Latest SAT: Grade Level When Assessed Latest SAT: Revised Score Indicator Latest SAT: Total Score Latest SAT: Evidence-Based Reading And Writing Section Score Latest SAT: Math Section Score Latest SAT: Reading Test Score Latest SAT: Writing And Language Test Score Latest SAT: Math Test Score Latest SAT: Analysis In Science Cross-Test Score Latest SAT: Analysis In History/Social Science Cross-Test Score Latest SAT: Relevant Words In Context Subscore Latest SAT: Command Of Evidence Subscore Latest SAT: Expression Of Ideas Subscore Latest SAT: Standard English Conventions Subscore Latest SAT: Heart Of Algebra Subscore Latest SAT: Passport To Advanced Mathematics Subscore Latest SAT: Problem Solving And Data Analysis Subscore Latest SAT: Essay Reading Subscore Latest SAT: Essay Analysis Subscore Latest SAT: Essay Writing Subscore Date Of Report Filler</p>	
<p>Advanced Placement Exams</p>	
<p>AP Number Last Name First Name Middle Initial Student Street Address 1 Student Street Address 2 Student Street Address 3 Student State Student Zip Code Sex Date of Birth School ID Education Level</p>	<p>Data is pulled for each exam taken by a student in the specified school. Data is used to match up students if no crosswalk exists from the student id.</p> <p>https://apcentral.collegeboard.org/pdf/ap-student-datafile-format-2017.pdf</p>

<p>Best Language Admin Year [N] (where 'n' represents the number of occurrences) Exam Code [N](where 'n' represents the number of occurrences) Exam Grade [N] (where 'n' represents the number of occurrences) Date of Last Student Update Date on which the student's record was last updated. Date of this report Date this report was generated. Student Information Continued Student Identifier A unique number or alpha code assigned to the student by the school, school system, state, or other entity. Race Ethnicity Student Response Derived Aggregate Race Ethnicity</p>	
TSI / Accuplacer Scores	
<p>Last Name First Name Date of Birth Student ID Date of Exam Arithmetic Score College-Level Math Score Elementary Algebra Score Reading Comprehension Score Sentence Skills Score</p>	<p>Data is sourced directly from the College Board Accuplacer system.</p> <p>Field names may differ slightly as no official field name list is available publicly.</p>
ACT Test	
<p>ACT ID Last Name First Name Middle Initial Address City State (Alpha) Zip Phone Type Phone Number Expanded Date of Birth State Assigned Student ID Number High School Code Expanded Test Date Highest ACT Score: EW Highest ACT Score: English</p>	<p>Data is sourced through electronic transfer from either District or directly from ACT</p>

<p>Highest ACT Score: Math Highest ACT Score: Reading Highest ACT Score: Science Highest Composite Score Combined English/Writing (EW) Score Writing Subscore English Scale Score Mathematics Scale Score Reading Scale Score Science Scale Score Composite Scale Score Production of Writing Readiness Range Knowledge of Language Readiness Range Conventions of Standard English Readiness Range Preparing for Higher Math Readiness Range Number & Quantity Readiness Range Algebra Readiness Range Functions Readiness Range Geometry Readiness Range Statistics & Probability Readiness Range Integrating Essential Skills Readiness Range Modeling Readiness Range Key Ideas & Details Readiness Range Craft & Structure Readiness Range Integration of Knowledge & Ideas Readiness Range</p>	
National Student Clearinghouse	
<p>Your Unique Identifier High School Code High School Graduation Date Last Name First Name Middle Initial Name Suffix College Code / Branch College Name College State 2-year/4-year Public/Private Enrollment Begin Date Enrollment End Date Enrollment Status Graduated Graduated Date Degree Title Major College Sequence Program Code</p>	<p>Data is sourced from District or directly from National Student Clearinghouse. One record per enrollment period.</p>

CTE/IBC	
CTE Student Program of Study Certificate Name IBC (Y/N) Level I Certificate (Y/N) Level II Certificate	
Counselor Advisor Information	
Counselor Advisor Name (First, Last) College Advisor Email Address Counselor Name (First, Last) Counselor Email Address High School	
CCMR Coursework	
Dual Credit 3 HR ELA (Y/N) Dual Credit 9 HR Any Subject (Y/N) College Prep Math Passed (Y/N) College English Passed (Y/N) OnRamps Completed (Y/N) Dual Credit 6 HR (Y/N) College Prep Math Enrolled (Y/N) College Prep English Enrolled (Y/N) OnRamps Enrolled (Y/N)	