DATA SHARING AGREEMENT

This Data Sharing Agreement is made between Amira Learning ("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 and Services 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.**

DATA SHARING AGREEMENT

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 and Services 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

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 and the Services Agreement.

4. **DATA USE.**

    A. Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for the improving of services under this Agreement and the Services Agreement.

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.

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

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 the Services 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 the Services 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

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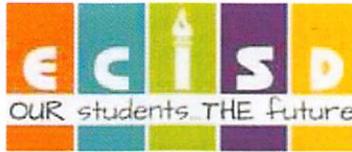
A. Provider shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to, and consent from, the District.

B. Provider shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with Provider upon notification of amendment to such terms.

14. **NOTIFICATION OF DATA BREACH.**

A. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall immediately notify the District 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.

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.
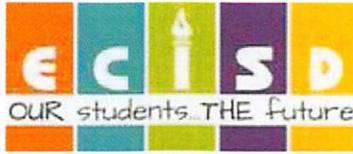
16. **TERMINATION.**

    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 five (5) 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.**

A. This document states the entire agreement between Provider and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representation, statements, negotiations, or agreements. For avoidance of doubt, the limitation of liability provision set forth in the Services Agreement will apply to this Agreement.

19. **GOVERNING LAW AND JURISDICTION.**

A. This Agreement is governed by the laws of the State of Texas. Venue shall lie in Ector County, Texas for any dispute arising out of this Agreement.

Provider	Ector County Independent School District
Dianne Henderson	
Dianne Henderson (Feb 7, 2025 10:51 PST)	
Signature of Authorized Representative	*Signature of Authorized Representative*
Amira Learning	
_ *Printed Name*	*Printed Name*
Dianne Henderson	
_ *Position*	*Position*
Feb 7, 2025	
_ *Date*	*Date*

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APPENDIX

EXHIBIT "A"

DESCRIPTION OF SERVICES FROM PROVIDER:

Lectura ISIP Formative Assessment and Instruction

EXHIBIT " B"

SCHEDULE OF DATA

Instructions: Provider should identify if District data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the "Other" category to list the data collected.

☐ We do not collect LEA Data to provide the described services.

☑ We do collect LEA Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	☐
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application- Please specify:	☐
Assessment	Standardized test scores	☑
	Observation data	☐
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications that are captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
	Date of Birth	☐

Demographics	Place of Birth		☐
	Gender		☑
	Ethnicity or race		☑
	Language information (native, preferred, or primary language spoken by student)		☑
	Other demographic information-Please specify:		☐
Enrollment	Student school enrollment		☐
	Student grade level		☑
	Homeroom		☐
	Guidance counselor		☐
	Specific curriculum programs		☐
	Year of graduation		☐
	Other enrollment information-Please specify:		☐
Parent/Guardian Contact Information	Address		☐
	Email		☐
	Phone		☐
Parent/Guardian ID	Parent ID number (created to link parents to students)		☐
Parent/Guardian Name	First and/or Last		☐
Schedule	Student scheduled courses		☐
	Teacher names		☐
Special Indicator	English language learner information		☑
	Low income status		☑
	Medical alerts /health data		☐
	Student disability information		☐
	Specialized education services (IEP or 504)		☑
	Living situations (homeless/foster care)		☑
	Other indicator information-Please specify:		☐

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

Transportation	Student bus assignment		☐
	Student pick up and/or drop off location		☐
	Student bus card ID number		☐
	Other transportation data -Please specify:		☐
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.		☐