

DATA SHARING AGREEMENT

This Data Sharing Agreement (“DSA”) is entered into by and between:

- Texas Tech University (“TTU”) and
- Ector County ISD (“ECISD”)
- TTU and ECISD may be referred to throughout individual as a “Party” or collectively as the ‘Parties.’”

A. SCOPE AND PURPOSE:

The purpose of this DSA is to establish a framework under which data from ECISD will be transferred to TTU. This DSA also establishes each party’s responsibilities associated with this transaction.

B. FERPA COMPLIANCE:

- i. If given access to education records, the Parties agree to abide by the limitations on re-disclosure of personally identifiable information from education records as set forth in The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR § 99.33).
- ii. Parties represent, warrant, and agree that they will:
 - 1) hold the FERPA records in strict confidence and will not use or disclose the FERPA records except as
 - a) permitted or required by this DSA,
 - b) required by law, or
 - c) otherwise authorized by Parties in writing;
 - 2) safeguard the FERPA records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than the standards by which Parties protect its own confidential information; and
 - 3) continually monitor its operations and take any action necessary to assure that the FERPA records are safeguarded in accordance with the terms of this DSA.

C. DATA TO BE TRANSFERRED:

ECISD will transfer the data listed in Exhibit A, incorporated by reference herein, to TTU.

D. DATA TRANSFER:

ECISD will transfer the data listed in Exhibit A via Secure File Transfer Protocol (“SFTP”) provided by TTU.

E. DATA PROTECTION:

- i. The data will be housed on a TTU-sponsored platform meeting TTU's Security Standards.
- ii. Data will be encrypted at rest and in transit.
- iii. Access to the data will be restricted to only authorized personnel who have legitimate educational interests.
- iv. TTU will protect the data as required by the Texas Administrative Code §202, Information Security Standards, that TTU must comply with.

F. DATA DESTRUCTION:

- i. In the event of expiration or termination of this DSA and at the Disclosing Party's discretion:
 - a. all Disclosing Party data will be returned to Disclosing Party (and any copies remaining with Receiving Party will be destroyed and confirmation of the destruction provided to Disclosing Party) or
 - b. just destroyed, and confirmation of the destruction provided to Disclosing Party.
- ii. Disclosing Party data includes all Disclosing Party information, Disclosing Party database, Disclosing Party confidential information, any backup copies, and copies stored on external/third-party hosted storage.

G. DATA USE:

Throughout the term of this DSA, and upon termination, each Party shall be solely responsible for data in its possession, and neither Party shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this DSA. The Parties agree to abide by all applicable state and federal laws and regulations with respect to access, use, disclosure, and/or disposal of data. Applicable law includes, but is not limited to, FERPA and the Texas Public Information Act (TPIA). Except as defined under this DSA, neither Party will disclose data to another Party for any reason unless required by law.

H. CONTACTS:

Contacts for the DSA are as follows:

TTU	ECISD
Jacob Kirksey Assistant Professor Educational Psychology, Leadership, and Counseling College of Education Texas Tech University Jacob.Kirksey@ttu.edu 806.834.8473	Robin Fawcett Human Resources Director Ector County ISD Robin.Fawcett@ectorcountyisd.org 432-456-0714

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A copy of all notices to TTU under this DSA shall be in writing and sent to:

Texas Tech University Procurement Services
Attn: Contract Management
Tech Plaza
1901 University Avenue, Suite 408
Lubbock, Texas 79411
contracting@ttu.edu

I. MODIFICATIONS/TERMINATION:

The term of this DSA is the same as the Agreement between TTU and ECISD and may be amended or cancelled at any time by either Party with thirty (30) days written notice.

J. GOVERNING LAW

This DSA and all of the rights and obligations of the Parties hereto and any claims arising from this DSA will be construed, interpreted, and governed by the laws of the State of Texas.

K. APPLICABLE LAWS

ECISD agrees that it will comply with all federal, state, or local laws or regulations applicable to its performance under the DSA.

L. TEXAS PUBLIC INFORMATION ACT

All information, documentation, and other material submitted for and under this DSA are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). The Parties are hereby notified that they both strictly adheres to this statute and the interpretations thereof rendered by the Courts and the Texas Attorney General (“AG”).

M. Limitations.

THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TTU TO ENTER INTO CERTAIN TERMS AND CONDITIONS, INCLUDING TERMS AND CONDITIONS (IF ANY) RELATING TO LIENS ON TTU’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF TTU’S LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; ANY PROVISION THAT CREATES AN UNKNOWN OR UNFUNDED LIABILITY; AND

CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TTU EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

N. FORCE MAJEURE

“Event of Force Majeure” means an event beyond the control of ECISD or TTU which prevents or makes a party’s compliance with any of its obligations under the DSA illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the DSA to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the DSA but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the DSA only so far as reasonably practicable.

O. BREACH OF CONTRACT

If applicable, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by TTU and ECISD to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business. The

P. EXECUTION OF UNDERSTANDING:

The undersigned authorize this cooperative understanding under the aforementioned terms.

TEXAS TECH UNIVERISTY:

ECTOR COUNTY ISD:

Jennifer Adling
Assistant Vice President & Chief
Procurement Officer
Texas Tech University

Date

EXHIBIT A

Data To Be Transferred By ECISD To TTU

The data listed above represent potential categories and elements that could be provided for the evaluation of the Principal Incentive Allotment program, contingent upon their availability and accessibility within district records. It is important to note that the inclusion of specific datasets in the evaluation process will depend on their existence and the district's capacity to compile and transfer such data securely.

1. **Principal Demographics and Background Information:**
 - Name and identifier (e.g., ID number)
 - Age and gender
 - Educational background (degrees, certifications)
 - Years of experience in education and in leadership roles
2. **School Characteristics:**
 - School identifier (e.g., ID number)
3. **Student Characteristics:**
 - Demographics (e.g., race/ethnicity, free/reduced lunch eligibility)
 - Standardized test scores of students
 - Graduation information (for high schools)
 - Attendance rates
 - Disciplinary actions
4. **Teacher Characteristics:**
 - Attendance rates
 - Retention/turnover
5. **Teacher and Principal Performance Evaluations:**
 - Performance or observation ratings (e.g., T-TESS)
 - Qualitative feedback from teachers and staff
 - Parent and student surveys about school leadership