

## DATA SHARING CONSENT AND AGREEMENT

This Data Sharing Consent and Agreement (the "Agreement") is entered into effective as of August 28, 2024 (the "Effective Date"), by and between eStem Public Charter Schools (the "District") and Curriculum Associates, LLC ("Curriculum Associates").

WHEREAS, the District desires to participate in a study of foundational reading skills in grades K, 1, and 2 to improve the program, professional learning offerings, and reading achievement outcomes (the "Study");

WHEREAS, in order to participate in the Study, District must provide Curriculum Associates with access to certain Data (as defined below); and

WHEREAS, District and Curriculum Associates wish to set forth the terms under which such Data will be provided to and used by Curriculum Associates.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Curriculum Associates hereby agree as follows:


1. District shall provide or has provided Curriculum Associates with the data required for the conduct of the Study, as enumerated in Exhibit A (hereinafter the "Data"). "Data" does not include de-identified data sets created from the Data ("De-identified Data"), which Curriculum Associates may create and use for education-related research and product development purposes consistent with applicable laws.
2. All Data will be transmitted to Curriculum Associates in a secure, encrypted format in a time, place, and manner mutually agreed upon by the parties. Curriculum Associates acknowledges and agrees that, in accordance with FERPA and all other applicable laws and regulations, Curriculum Associates will use the Data only for the purpose of conducting the Study and for no other purpose. However, Curriculum Associates may create and use De-identified Data in accordance with Section 1 above.
3. In connection with the Study, teachers may be asked to provide Curriculum Associates with feedback, suggestions, or other input regarding reading instruction. If District or any Teachers provide any feedback to Curriculum Associates concerning any products or services (including identifying potential errors and suggested improvements) (the "Feedback"), Participant, on behalf of itself and its teachers, hereby assigns to Curriculum Associates all right, title, and interest in and to such Feedback, and Curriculum Associates is free to use that Feedback, including to make changes to its products, without payment or restriction.
4. The parties hereby agree that Curriculum Associates may share De-identified Data with a third-party researcher approved by Curriculum Associates ("Research Partner") by a secure means as reasonably agreed upon by Curriculum Associates and Research Partner. Curriculum Associates will enter into a written agreement with Research Partner that includes confidentiality and data-security obligations consistent with applicable laws. In addition, aggregated De-identified Data from all participating districts may be shared via research report (or similar report) with other school districts, and District hereby consents to sharing such aggregated data with those other school districts, provided, however, that no District will be identified in such reports without prior written consent.
5. Curriculum Associates implements and maintains physical, technical and administrative safeguards in accordance with the requirements of applicable laws to help protect the confidentiality, integrity and availability of the data. Curriculum Associates shall, without undue

delay, notify District in writing of any unauthorized disclosures of the Data in accordance with applicable laws. By sharing this Data with Curriculum Associates, District agrees that it does so in accordance with all applicable laws and regulations.

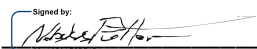
6. Curriculum Associates shall securely destroy the Data one (1) year after the completion of the Study. However, Curriculum Associates may retain De-identified Data for five (5) years after completion of the Study. After that time period, Curriculum Associates will remove the De-identified Data from all of its servers and systems and shall destroy any tangible embodiments of such de-identified data sets. Notwithstanding the foregoing, Curriculum Associates may receive certain data through District's use of Curriculum Associates' i-Ready platform (the "i-Ready® Data"), and the disposition of such i-Ready Data and related de-identified data will be managed in accordance with the applicable agreement(s) between the parties and the related data privacy addenda or i-Ready privacy policy, as applicable. Except with respect to the destruction requirements for i-Ready Data, this Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding its subject matter. This Agreement may only be amended by a written amendment executed by authorized representatives of each of the parties.
7. District agrees that Curriculum Associates may offer educators gift cards, with a total value not to exceed \$50, as an expression of gratitude for completing surveys associated with the Study. District hereby confirms that it will not violate District policies or applicable state and local laws for Curriculum Associates to offer, and for educators to accept, such gift cards.
8. This Agreement shall be governed by the laws of the State of Louisiana, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Curriculum Associates, LLC**

By:  \_\_\_\_\_  
Name: Deborah Golumbek  
Title: VP, Product Operations

**eStem Public Charter Schools**

By:  \_\_\_\_\_  
Name: Nick Patterson  
Title: CEO

**Exhibit A  
Data**

<b>Student Characteristics</b>
i-Ready Student User Number (to match to i-Ready Diagnostic data)
<b>Student Demographic &amp; Administrative Data</b>
Race
Ethnicity
Gender
Economic Disadvantage Status
Disability Status
English Learner Status
English Proficiency Level
Years in English Learner program
Roster data linking students to reading classrooms
Name (only as needed, if required and unable to do so using above demographic/administrative data)
<b>Student Performance Data</b>
i-Ready Student User Number (to match to i-Ready Diagnostic data)
Chronological Grade in 2024-2025 School Year
Dates of administration of Fall 2024 DIBELS/mCLASS subtests
Fall 2024 DIBELS/mCLASS subtest and composite scores
Fall 2024 DIBELS/mCLASS subtest and composite national percentile
Fall 2024 DIBELS/mCLASS subtest and composite benchmark status
Dates of administration of Spring 2025 DIBELS/mCLASS subtests
Spring 2025 DIBELS/mCLASS subtest and composite scores
Spring 2025 DIBELS/mCLASS subtest and composite national percentile
Spring 2025 DIBELS/mCLASS subtest and composite benchmark status
i-Ready Data
<b>Teacher Survey Data</b>
Winter reading instruction survey
Spring reading instruction survey