#### DATA SHARING CONSENT AND AGREEMENT

This Data Sharing Consent and Agreement (the "<u>Agreement</u>") is entered into effective as of August 13, 2025 (the "<u>Effective Date</u>"), by and between East Aurora School District 131("<u>District</u>") and Curriculum Associates, LLC ("<u>Curriculum Associates</u>").

District desires to participate in research analyzing the correlation between state summative test scores and i-Ready® Diagnostic scores, and evaluating the statistical association between i-Ready Personalized Instructional use and state summative test scores (the "Research");

To participate in the Research, District must provide Curriculum Associates access to certain Data (as defined in Exhibit A below); and

District agrees to share the Data with Curriculum Associates based on the following terms:

- District will provide or has provided Curriculum Associates with the data required to conduct the Research, as set forth in <u>Exhibit A</u> (the "<u>Data</u>"). "Data" does not include de-identified data sets created from the Data ("<u>De-identified Data</u>"), which Curriculum Associates may create and use for purposes of research, the improvement of Curriculum Associates' suite of instructional and assessment products, and/or the development of new products and services. In no event shall Curriculum Associates or its subcontractors re-identify or attempt to re-identify any De-identified Data.
- 2. Curriculum Associates shall conduct the Research set forth in Appendix A and B.
- 3. 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 the Family Educational Rights and Privacy Act ("FERPA") and all other applicable laws and regulations, Curriculum Associates will use the Data only for the purpose of conducting the Research and for no other purpose. However, Curriculum Associates may create and use De-identified Data in accordance with Section 1 above.
- 4. The parties agree that Curriculum Associates may share 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, the parties agree that Curriculum Associates may create and share reports that include aggregated De-identified results from all participating districts with other school districts, and District hereby consents to sharing such aggregated results with those other school districts, provided, however, that no district will be identified in such reports without prior written consent.
- 5. Curriculum Associates agrees to implement, maintain, and use appropriate administrative, technical, and physical security measures to the full extent required by applicable laws and FERPA to maintain the confidentiality of the Data. Curriculum Associates will, 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 will securely remove the Data from all of its servers and systems and will destroy any tangible embodiments of the Data following one (1) year after the completion of the

Research. However, Curriculum Associates may retain De-identified Data for five (5) years after completion of the Research. After that time period, Curriculum Associates will remove the De-identified Data from all of its servers and systems. 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 and the i-Ready Data Handling and Privacy Statement, as applicable. Except with respect to the destruction requirements for i-Ready Data, this Agreement constitutes the entire agreement regarding the Research. This Agreement shall be governed by the laws of the commonwealth of Massachusetts without regard to its conflict of law principles. This Agreement may only be amended by a written amendment executed by authorized representatives of each of the parties.

7. The parties have executed this Data Sharing Consent and Agreement as of the Effective Date.

Curricultum signs ociates, LLC

By: Deborali Golumbek

Name: Deborah Golumbek

Title: \_\_\_VP, Product Operations

**East Aurora School District 131** 

By:

Mama.

itle: K

La Cardona vector of Information Systems.

## Exhibit A Data

#### Student Characteristics

i-Ready Student User Number (to match i-Ready Diagnostic data)

Student First Name, Last Name, date of birth (optional, if we are unable to match using the i-Ready Student User Number)

Chronological Grade in 2024-2025 School Year

### **Student Demographic & Administrative Data**

Race

Ethnicity

Gender

**Economic Disadvantage Status** 

Free and Reduced Price Lunch Status

**Disability Status** 

**English Learner Status** 

### **Student Performance Data**

IAR Summative Assessment 2024-2025 English Language Arts (ELA) Scale Score

IAR Summative Assessment 2024-2025 English Language Arts (ELA) Performance Level

IAR Summative Assessment 2024-2025 Mathematics Scale Score

IAR Summative Assessment 2024-2025 Mathematics Performance Level

i-Ready Data-Fall, Winter, Spring Diagnostic Score and Personalized Instruction

# APPENDIX A SUMMARY OF LINKING STUDY

### **Linking Study:**

The Linking Study will examine the statistical relationship between the i-Ready Diagnostic interim assessment and the state summative assessment. The District will provide student-level ELA and Math state summative assessment scores along with student-level demographics, outlined in Exhibit A, for students in Grades 3-8 who were administered the i-Ready Diagnostic. Pearson Correlation Coefficients will be calculated between i-Ready Diagnostic and state summative scores separately by subject, grade level, and i-Ready testing window. We will also conduct an equipercentile linking; setting scores on the i-Ready Diagnostic equal to scores of the same percentile rank on the state summative assessment.

A Statewide Correlation Brief that describes the correlations between i-Ready Diagnostic scores and state summative scores will be published at the end of the study. Participating districts will receive a District-Specific Correlation Brief which reports the district's correlations (aggregated) between spring i-Ready Diagnostic scores and state summative scores provided the n-count per grade is at least 100 students. Published reports will not identify individuals, districts or schools in the study.

## APPENDIX B SUMMARY OF STATE IMPACT RESEARCH

#### **State Impact Research:**

The State Impact Research will examine whether the use of i-Ready Personalized Instruction has an association with student performance on the state summative assessment. The research will evaluate the relation between using Personalized Instruction with fidelity and without fidelity and state summative assessment scores and proficiency levels. The District will provide student-level ELA and Math state summative assessment scores and proficiency levels along with student-level demographics, outlined in Exhibit A, for students in Grades 3-8 who were administered the i-Ready Diagnostic. The research will use a linear and logistic mixed modeling approach to test how fidelity use, defined  $\geq 30$  min/week,  $\geq 18$  weeks/year,  $\geq 70\%$  pass rate, of i-Ready Personalized Instruction is associated with state scores and proficiency, respectively. To reduce bias in our estimates, we will include the fall *i-Ready Diagnostic* scores to account for student performance at school entry. With the collected state assessment data, we will create subsamples by subject and grade-level. We will not report results for grade and subject combinations under the following conditions: 1) if the subsample size was under n = 300 or 2) if the number of fidelity users was under 100 or below 5% of the total subsample size.

A Statewide Research Brief that describes the study sample and estimated spring scores will be published at the end of the study along with a Educator-Facing Power Point Research Deck that summarizes the results of the state impact research and can be used to share the results of the study with educators. Published reports will not identify individuals, districts or schools in the study.