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LOUISIANA DEPARTMENT OF EDUCATION

AMIRA LITERACY IMPACT RESEARCH

AMIRA LEARNING DATA SHARING AGREEMENT

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with organizations performing work on their behalf,

WHEREAS, La. R.S. 17:3914 allows for Local Educational Agencies to contract with a private entity for student and other educational services and release personally identifiable information pursuant to the terms of the Contract,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as "State") and Amira Learning, Inc. (hereinafter referred to as "Contractor") have entered into a contractual arrangement, pursuant to which the Contractor will provide services to State and Local Educational Agencies (LEAs).

WHEREFORE, the State and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

1. Local Educational Agencies Stipulation

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to the Contractor. The Contractor hereby agrees to be bound, vis-à-vis any and all such Louisiana LEAs that unilaterally sign an addendum to this data sharing agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Contractor by such Louisiana LEAs. LEAs providing data to the Contractor have entered into the Amira Learning Terms of Service and provide information directly to the Contractor to establish educator and student accounts. The State shall notify the Contractor in writing of each LEA that executes such an addendum and shall maintain, and provide to the Contractor upon request, a current list of all such LEAs.

2. Purpose of the Disclosure

The Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement for the purpose of conducting a study to evaluate whether evidence-based virtual tutoring improves student literacy outcomes when implemented at scale across diverse school settings. Specifically, the study examines whether participation in

Amira is associated with improved early literacy outcomes for Louisiana students, how those outcomes vary with the amount of tutoring received and across grade levels and student groups, and how performance on Amira's reading measures relates to and predicts performance on the State's early literacy and English language arts assessments. The study draws on student-level assessment, demographic, attendance, and usage data for participating students and for a matched comparison group of non-participating students, and reports findings in aggregate, de-identified form.

The study addresses the following research questions:

1. Do students who receive Amira tutoring show greater growth in early literacy than matched non-participating students with similar prior achievement, demographic characteristics, and attendance?

2. Does the amount of tutoring a student receives relate to the amount of growth observed?

3. Do observed relationships differ across grade levels and student groups?

4. How closely do Amira reading measures correspond to State early literacy and English language arts results from the same period?

5. Do Amira measures administered earlier in the school year predict later performance on State assessments?

6. How accurately do Amira measures identify students who are at risk on State measures?

LEAs that choose to opt into this Agreement authorize the Contractor to share usage data associated with student LASIDs with the LDOE. Both the Contractor and the LDOE may use these data for educational research, program evaluation, statistical analysis, and reporting, in each case solely in connection with the study described in this Section 2.

3. Data

The data described in this Section 3 shall cover the 2025-2026 and 2026-2027 school years.

LEAs that choose to opt into this agreement will provide the following student data to the Contractor for the purposes provided above:

- Statewide unique student identifier (LASID)

LEAs may also provide the Contractor with student data required to create student accounts such as student names and email addresses. Those data will not be shared with the State.

The Contractor agrees to provide the State with the following student-level data for LEAs that choose to opt into this agreement:

- Louisiana Student Identification (LASID)
- Tutoring attendance and dosage data

The State agrees to provide the Contractor with the following student level data for those participating school systems solely for the purposes provided above:

- Louisiana Student Identification (LASID)
- Assessment data (DIBELS, LEAP ELA) – current and prior year
- Demographics (race/ethnicity, gender, Special Education status, Economically Disadvantaged status, English proficiency status)
- Attendance
- Grade level

Additionally, the State agrees to provide the Contractor with the following student level data for a matched-paired set of statewide non-participating student data solely for the purposes provided above:

- Researcher unique student identifier
- Assessment data (DIBELS, LEAP ELA) – current and prior year
- Demographics (race/ethnicity, gender, Special Education status, Economically Disadvantaged status, English proficiency status)
- Attendance
- Grade level

The State reserves the right to withhold any of the foregoing data if the State determines, in its sole discretion, that disclosure of such data would violate any provision of state or federal law.

4. Confidentiality and Data Handling

This Agreement is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. 17:3914. The Contractor hereby acknowledges that all documents which include information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. 17:3914 and therefore will not be disclosed by Contractor to any third party. The Contractor shall not transfer, or permit the transfer of, data provided by the State outside of the United States and shall not permit access to such data by personnel located outside of the United States. The parties acknowledge that the Contractor processes data using cloud infrastructure located within the United States and that such processing does not constitute removal of data from the State for purposes of this Agreement.

Contractor shall make the data available only to those personnel who have a need for the data to perform the services referenced in this Agreement. Contractor shall protect the data using administrative, technical and physical safeguards consistent with industry standards, including encryption of data in transit and at rest, role-based access control, multi-factor authentication for administrative access, and logging of access to the data. Contractor shall establish procedures to ensure that the data cannot be accessed or extracted by unauthorized individuals. Contractor shall maintain any physical media containing student-level data in locked cabinets, file drawers, or other secure locations when not in use. Contractor shall destroy the data provided to Contractor by the State under this Agreement, including all copies, whether in electronic or hard copy form, within sixty (60) days after the

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services are completed or this Agreement is terminated, whichever occurs first, and shall provide the State with a written certificate of destruction. For the avoidance of doubt, this Section does not apply to student data provided to the Contractor by an LEA under a separate service agreement between the Contractor and that LEA, which shall be governed by the terms of that agreement.

5. Restrictions on Use

Contractor shall not use the data for any purpose not expressly permitted in this Agreement. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data or information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity traceable.

Any questions by Contractor regarding the implementation of this Agreement shall be directed to:

Laura Boudreaux
Director of Research and Data Privacy
Louisiana Department of Education
1201 North Third Street
Baton Rouge, LA 70803
225-219-7368
laura.boudreaux@la.gov

6. Indemnification

Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the State.

Contractor shall defend, indemnify and hold harmless any LEA and any and all of the LEA's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the LEA. Notwithstanding anything to the contrary in this Agreement, the Contractor's aggregate liability under this Section 6 and otherwise under this Agreement shall not exceed the limitation of liability set forth in the service agreement between the Contractor and the State, and in no event shall the Contractor be liable for indirect, incidental, special, consequential or punitive damages, or for lost profits or lost revenue.

7. Ownership

Any data delivered or transmitted to the Contractor by the State and/or obtained or prepared by Contractor for the State pursuant to this Agreement shall become the

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property of the State, and shall, upon request, be provided or returned by Contractor to the State.

Any data delivered or transmitted to the Contractor by an LEA and/or obtained or prepared by Contractor for an LEA pursuant to this Agreement shall become the property of the LEA, and shall, upon request, be provided or returned by Contractor to the LEA. Any documents, materials, and/or products created or developed by Contractor under this Agreement for an LEA shall be the property of the LEA. Nothing in this Section transfers to the State or any LEA any right, title or interest in the Contractor's pre-existing intellectual property, platform, software, models, methodologies or know-how, or in any improvement thereto.

No records, reports, documents, materials or products created or developed under this contract can be distributed to third parties. Notwithstanding the foregoing, the Contractor may publish and distribute aggregate, de-identified findings, analyses and reports derived from the study described in Section 2, provided that no such publication contains personally identifiable information and provided that the State is given thirty (30) days to review any such publication prior to its release.

8. Security Audits

Pursuant to in La. R.S. 17:3914, the Contractor shall permit security audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with all security audits. Upon at least thirty (30) days' prior written notice, and not more than once in any twelve (12) month period absent a confirmed Security Breach, access shall be made available during normal business hours at Contractor's business premises to Contractor's employees, together with records and documentation pertaining to this Agreement, subject to the Contractor's reasonable confidentiality and security requirements. The State agrees to accept the Contractor's then-current SOC 2 Type II report in satisfaction of this Section where that report addresses the controls in question. No person or entity will access PII except as authorized by law.

9. Security Breach

As used in this Agreement "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student information or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of personally-identifiable student information. For the avoidance of doubt, a complaint or inquiry regarding the Contractor's privacy practices does not, by itself, constitute a Security Breach.

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further security breach at Contractor's expense in accordance with standard industry practices and applicable law.

Contractor shall:(i) provide the State and LEA with the name and contact information for an employee of Contractor who shall serve as the State's and LEA's primary security contact and shall be available to assist State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling

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obligations associated with a security breach; (ii) notify the State and LEA via email, SMS text, or a phone call to the State and LEA contacts which have been provided to the Contractor without undue delay, and in no event later than seventy-two (72) hours after the Contractor confirms a Security Breach.

Immediately following Contractor's notification to the State and LEA of a security breach, Contractor, the State, and the LEA shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with State and LEA in their handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected;(iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required by the State and LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State or LEA.

10. Liaison Officials

The State's liaison and the Contractor's liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Laura Boudreaux
Director of Research and Data Privacy
Louisiana Department of Education
1201 North Third Street
Baton Rouge, LA 70803
225-219-7368
laura.boudreaux@la.gov

For the Contractor, the liaison for implementation of the study described in Section 2 is:
Kelly Boden, PhD
Research Director
Amira Learning, Inc.
490 Post Street, Suite 500 PMB 2538
San Francisco, CA 94102
866-883-7323
kelly.boden@amiralearning.com

For the Contractor, the recipient of all notices or other communications required or permitted under this Agreement, including notice under Section 9, is:
Amira Learning, Inc.
Attn: Trust and Privacy
490 Post Street, Suite 500 PMB 2538
San Francisco, CA 94102
866-883-7323
trust@amiralearning.com

11. Term of Agreement

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This Agreement shall begin on the date of the last signature below and shall terminate on June 30, 2028. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

12. Termination for Convenience

The State may terminate this Agreement at any time by giving Contractor and all LEAs at least thirty (30) days' prior written notice of such termination. Upon such notice the parties shall cooperate in good faith on an orderly wind-down of any analysis then in progress.

13. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; however, the Contractor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, all provisions of this agreement, and that any contract with such subcontractor(s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

14. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Exclusive jurisdiction and venue for any and all suits between the LEA and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the appropriate Louisiana State District Court, in the Parish in which the LEA is domiciled.

Exclusive jurisdiction and venue for any and all suits among the Contractor, the State, and one or more LEAs arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

15. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 14 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

DocuSigned by:
Cade Brumley
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11/5/2026

Dr. Cade Brumley
State Superintendent of Education

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Pete Jungwirth

Amira Learning, Inc.
Pete Jungwirth
Chief Technology Officer