



RESEARCH DATA SHARING AGREEMENT

for External Data Sharing

UTAH STATE BOARD OF EDUCATION

PARTIES: This Research Sharing Agreement (“Agreement”) is between the Utah State Board of Education, referred to as “State Entity” or “USBE”, and the following primary “Researcher”, each individually a “Party” and together the “Parties”.

Eric Isenberg	LEGAL STATUS OF RESEARCHER			
Name of Researcher	Sole Proprietor			<input type="checkbox"/>
Westat	Non-Profit Corporation			<input type="checkbox"/>
Name of Entity	For-Profit Corporation			<input checked="" type="checkbox"/>
1600 Research Blvd.	Partnership			<input type="checkbox"/>
Address	Government Agency			<input type="checkbox"/>
Rockville	MD	20850	EricIsenberg@westat.com	240-314-7542
City	State	Zip	Email	Phone
www.westat.com				
Website				
Ann Michelle Neal	(801)538-7651	Ann-michelle.neal@schools.utah.gov		
USBE Sponsor Name	Sponsor Phone	Sponsor Email		

AGREEMENT PERIOD:

Effective Date: 11/15/2023
 Termination Date: 12/31/2028, unless terminated early or extended in accordance with the terms and conditions of this agreement.
 Renewal Options, if any: 2

ATTACHMENTS: Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

- ATTACHMENT A: State of Utah Standard Terms and Conditions for Research
- ATTACHMENT B: Scope of Research
- ATTACHMENT C: Additional Scopes of Research (not applicable)
- ATTACHMENT D: Curriculum Vitae for external researcher(s)

SIGNATURES OF APPROVAL:

Each signatory below represents that he or she has the requisite authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties sign and cause this Agreement to be executed.

RESEARCHER	Signature	Date	Name	Title
USBE			Sydnee Dickson, Ed.D	State Superintendent of Public Instruction

Draft: 1

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

This agreement is for consideration in the October 2023 Law and Licensing Committee Meeting.

USBE CONTACT

Name/Title:

Katy Challis, Director of Privacy, USBE

PERSON:

Phone/email:

801-538-7894, katy.challis@schools.utah.gov

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR RESEARCH

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - 1.1. **"Authorized Persons"** means Researcher's employees, officers, partners, Subcontractors or other agents of Researcher who require access to Data and who have a legitimate educational interest in the education records to enable the Researcher to perform its responsibilities under this Agreement.
 - 1.2. **"Agreement Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Researcher signed.
 - 1.3. **"Data"** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information. **"Data Steward"** means the entity responsible for combining two Data sets from different sources, and managing the resultant Data set. If a USBE Data system is being used, then USBE is the Data Steward. If another entity is doing the calculations or derivations, then that entity becomes the Data Steward.
 - 1.4. **"Destroy"** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
 - 1.5. **"Educator Data"** includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
 - 1.6. **"Incident"** means the potentially unauthorized access to Data that Researcher believes could reasonably result in the use, disclosure or theft of Data within the possession or control of Researcher or Researcher's Subcontractors.
 - 1.7. **"Metadata"** includes all information created manually or automatically to provide meaning or context to other data.
 - 1.8. **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Agreement Signature Page(s).
 - 1.9. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - 1.10. **"Student Personally Identifiable Information"** or **"PII"** has the same meaning as that found in U.C.A § 53E-9-301, and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
 - 1.11. **"Subcontractors"** means any person or entity that will receive Data from Researcher shared as part of this agreement.
 - 1.12. **"Targeted Advertising"** means advertising to a student or a student's parent by Researcher if the advertisement is based on information or Data Researcher collected or received under this Agreement.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Researcher and all research shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Researcher shall maintain or supervise the maintenance of all records necessary to properly account for Researcher's performance under this Agreement. These records shall be retained by Researcher for at least six (6) years after termination of this Agreement, or until all audits initiated within the six (6) years have been completed, whichever is later. Researcher agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Researcher agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

5. **CONFLICT OF INTEREST:** Researcher represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
6. **INDEPENDENT CONTRACTOR:** Researcher and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of USBE.
7. **NON-FINANCIAL UNDERSTANDING:**
 - 7.1. This Agreement is a non-financial understanding between USBE and Researcher. No financial obligation by or on behalf of either of the Parties is implied by a Party's signature at the end of this Agreement.
 - 7.2. The terms of any financial liability that arises from Data processing activities carried out in support of the responsibilities covered herein must be negotiated separately and to the mutual satisfaction of the Parties.
 - 7.3. The legal authority for Data sharing for specified purposes conveyed by this Agreement cannot be used to support a subsequent claim of implied agreement to financial obligation.
8. **COST (OPTIONAL):** Researcher agrees to pay fees in the amount of \$ _____ for the preparation or delivery of the research Data (this payment may be required in advance). Payment shall be made to:
9. **RESEARCHER RESPONSIBILITY:** Researcher is solely responsible for fulfilling the Agreement. Researcher shall be the sole point of contact regarding all contractual matters. Researcher must incorporate Researcher's responsibilities under this Agreement into every subcontract with its Subcontractors. Moreover, Researcher is responsible for its Subcontractors compliance under this Agreement.
10. **INDEMNITY:** Researcher shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description, including but not limited to any loss of Data and claims arising out of any data breach, arising out of Researcher's performance of this Agreement caused by any intentional act or negligence of Researcher, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Researcher shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Researcher's liability, including a limitation of liability clause for anyone for whom the Researcher is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property
11. **EMPLOYMENT PRACTICES:** Researcher agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Researcher's employees.
12. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
13. **DEBARMENT:** Researcher certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Researcher must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Agreement.
14. **TERMINATION:** This Agreement may be terminated, with cause by either Party, in advance of the specified expiration date, upon written notice given by the other Party. The Party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. This Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Researcher. The Parties may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.
 - 14.1. Following the termination of this Contract, USBE reserves the right to request a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all Data, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format. After USBE has been provided and confirmed as acceptable a complete download, or declines a download and requests immediate destruction, Contactor shall Destroy all Data collected, generated, or inferred as a result of this Contract. Should USBE not request a complete download, Contractor shall Destroy the Data immediately after thirty (30) days post termination of the Contract. The Contractor shall notify USBE in writing of the date upon which all of the Data is destroyed.
15. **CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Researcher, this Agreement may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that a change in Federal

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Stekete, Westat Senior Study Director (ies_elstudy@westat.com)

or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement.

16. **RESERVED.**

17. **PUBLIC INFORMATION:** Researcher agrees that this Agreement shall be a public document and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Researcher gives the State Entity and the State of Utah express permission to make copies of this Agreement in accordance with GRAMA. The State Entity and the State of Utah are not obligated to inform Researcher of any GRAMA requests for disclosure of this Agreement.

18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Researcher will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The Parties agree that if there are any limitations of Researcher's liability, such limitations of liability will not apply to this section.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Researcher each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing.

20. **ASSIGNMENT:** Researcher may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State Entity.

21. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Researcher in default of this Agreement: (i) Researcher's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Researcher's material breach of any term or condition of this Agreement. The State Entity may issue a written notice of default providing a ten (10) day period in which Researcher will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Researcher's liability for damages. If the default remains after Researcher has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) impose liquidated damages, if liquidated damages are listed in this Agreement; (iv) debar/suspend Researcher from receiving future contracts from the State Entity or the State of Utah.

22. **FORCE MAJEURE:** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. The State Entity may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

23. **PUBLICITY:** Researcher shall submit to the State Entity for written approval all advertising and publicity matters relating to this Agreement. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.

24. **INSURANCE:**

24.1. Researcher shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, at a minimum, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better.

24.2. Researcher shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.

24.3. USBE shall be named as additional insured on all commercial general liability policies required of Researcher and Subcontractors. Coverage required of Researcher and each Subcontractor shall be primary over any insurance or self-insurance program carried by Researcher or USBE.

24.4. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Researcher. Researcher shall forward such notice to the USBE's contact as listed in the Agreement within 7 days of Researcher's receipt of such notice.

24.5. All insurance policies secured or maintained by Researcher or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Researcher or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

24.6. If Researcher is a "public entity" within the meaning of the Governmental Immunity Act of Utah, U.C.A. § 63G-7-101 et. seq. (the "GIA"), Researcher shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Researcher shall ensure that the Subcontractor(s) maintain at all times during the terms of this Agreement, in lieu of the liability

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

- 24.7. Researcher shall provide to USBE certificates evidencing Researcher's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Researcher shall provide to USBE certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Researcher's subcontract is not in effect as of the Effective Date, Researcher shall provide to USBE certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Researcher's execution of the subcontract. No later than 15 days before the expiration date of Researcher's or any Subcontractor's coverage, Researcher shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by USBE, Researcher shall, within 7 Business Days following the request by USBE, supply to USBE evidence satisfactory to USBE of compliance with the provisions of this section.
- 24.8. The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Researcher's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.
25. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Researcher shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
26. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
27. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Researcher's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. Researcher's responsibilities may be reinstated upon advance formal written notice from the State Entity.
28. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Agreement shall be in the form of a written amendment to this Agreement, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
29. **DISPUTE RESOLUTION:** Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Researcher, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Researcher agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
30. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Attachment B; (iii) Agreement Signature Page(s); (iv) the State of Utah's additional terms and conditions, if any; (v) any other attachment listed on the Agreement Signature Page(s); and (vi) Researcher's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Researcher or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
31. **SURVIVAL OF TERMS:** Any terms that by their nature would survive the expiration of, completion, or termination of this Agreement shall survive.
32. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
33. **ERRORS AND OMISSIONS:** Researcher shall not take advantage of any errors and/or omissions in this Agreement. Researcher must promptly notify USBE of any errors and/or omissions that are discovered.
34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.
35. **CONFIDENTIALITY GENERAL PROVISIONS:**
- 35.1. This Agreement applies to all Data sharing between Researcher and USBE. Specific Data to be shared are outlined in the Attachments, along with the purpose of Data sharing, Data ownership and conditions and/or regulations

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Stekete, Westat Senior Study Director (ies_elstudy@westat.com)

governing the usage of the shared Data, requirements for shared data retention/destruction, and Party processes for implementing these actions.

- 35.2. USBE and Researcher enter into this Agreement to share and exchange Data for the purposes of conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- 35.3. This Agreement will be reviewed, updated, and approved on an annual basis.
- 35.4. USBE reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.
- 35.5. Researcher, as USBE's agent, shall comply with all applicable laws and regulations including but not limited to FERPA, the Utah Family Education Rights and Privacy Act, Utah Code § 53E-9-2 ("UFERPA"), and the Individuals with Disabilities Educational Act, 30 U.S.C. §1400 et seq. and 34 C.F.R. Part 300 ("IDEA").
- 35.6. Any terms that by their nature would survive the expiration of, completion, or termination of this Agreement shall survive.
- 35.7. Researcher shall, upon written request, permit USBE or its designated representatives to perform an assessment, audit, examination, or review of all of Researcher's sites and environments in order to confirm Researcher's compliance with this Contract; associated Researchers or Scopes of Work; and applicable laws and regulations.
- 35.8. During the term of this Contract, if USBE requests the Destruction of PII collected, generated or inferred as a result of this Contract, Researcher shall Destroy the information within five (5) calendar days after the date of the request. Researcher shall provide USBE with written confirmation of the date the data was Destroyed.
- 35.9. USBE retains the right to use the established operational services to access and retrieve Data stored on Researcher's infrastructure at its sole discretion.

36. DATA ACCURACY:

- 36.1. The Data provided are the best and most complete documentation available. USBE does not ensure 100% accuracy of all records and fields. Some data fields, including those that are not used, may contain incorrect or incomplete Data. USBE and Researcher will report any systematic problems with the Data to the data owner. Data that has been manipulated or re-processed by either USBE or Researcher is the responsibility of that Party.

37. ACCESS TO DATA:

- 37.1. Researcher shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
- 37.2. Researcher shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.
- 37.3. Researcher shall maintain an audit trail for the duration of this Agreement, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Researcher at any time and shall be provided within 10 days of the USBE request.
- 37.4. Researcher shall have strong access controls in place. Researcher shall disable and/or immediately delete unused and terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.
- 37.5. Researcher shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

38. USE AND DISCLOSURE OF DATA:

- 38.1. Researcher shall not collect, use, or share Data beyond the purposes set forth in the Attachments.
- 38.2. Researcher shall share Data only for the purposes stated in the Attachments and then only with the Authorized Persons stated in the Attachments.
- 38.3. If Researcher seeks to publicly release Data, Researcher must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Researcher shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Researcher shall use to de-identify the information. Any Data that is publicly released without being redacted using the methods in this Section shall be considered an Incident. The following methods shall be used on any aggregated reports:
 - 38.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.
 - 38.3.2. Aggregated reports shall redacted using complementary suppression methods that remove the risk of Data

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

being identifiable using simple mathematics or formulas.

38.3.3. Aggregated reports shall be redacted to remove identifiability risks caused other prior releases of aggregate data by Researcher.

38.4. Researcher shall not use Data for the purposes of Targeted Advertising.

38.5. Researcher shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Researcher provided that all Parties remain in compliance with this Agreement.

39. DATA LINKAGE:

39.1. If Researcher will link USBE's Data with Data from another source, the result could be a new data set with potentially unique regulations and conditions governing its use. Prior to linking the Data, Researcher will provide detailed information to USBE outlining the Data being linked and the other sources for Data.

39.2. The Data Steward will classify the linked data based on security or privacy risks. This could include evaluating the method of release, on the likelihood of identifying individuals from the linked Data, if linking the Data will violate any laws or regulations, or if the new data set meets the original request.

39.3. Based on the results of the risk assessment, USBE may refuse to provide Researcher with some or all of the requested Data in its sole discretion in order to mitigate any risks identified.

39.4. Should USBE consent to the Data being linked, the Data Steward shall apply additional constraints as necessary to the usage of the new data set.

39.5. Detailed information on the Data being linked, the other sources of Data, and any additional constraints shall be documented in the Attachments.

40. SECURITY AND PROTECTION OF DATA:

40.1. Researcher shall notify USBE if there are any material changes that will negatively affect the system where all Data are stored and maintained.

40.2. If Researcher is given Data as part of this Agreement, the protection of Data shall be an integral part of the business activities of Researcher to ensure that there is no inappropriate or unauthorized use of Data. Researcher shall safeguard the confidentiality, integrity, and availability of Data.

40.3. Researcher shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (<https://dts.utah.gov/policies>).

40.4. Researcher shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Researcher shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.

40.5. Researcher shall store and maintain all Data in data centers located in the United States.

40.6. Researcher shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).

40.7. Researcher shall store all Data, as well as any backups made of that Data, in encrypted form using no less than 128 bit key and include all Data as part of a designated backup and recovery process.

40.8. Researcher shall enforce strong password protections on all devices and networks with access to or that store Data.

41. INCIDENTS:

41.1. If Researcher becomes aware of an Incident involving Data by either Researcher or any of Researcher's Subcontractors, Researcher shall notify USBE within one (1) calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.

41.2. Researcher shall produce a written remediation plan that includes information about the cause and extent of the Incident and the actions Researcher will take to remediate the Incident and to reduce the risk of incurring a similar type of Incident in the future. Researcher shall present its analysis and remediation plan to USBE within ten (10) calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Researcher cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Researcher shall reimburse USBE for the reasonable costs thereof.

41.3. In the event of an Incident, Researcher shall provide USBE or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

41.4. Unless Researcher can establish that Researcher or any of its Subcontractors is not the cause or source of the Incident, Researcher shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

41.5. Disclosure of Data by Researcher or any Subcontractor for any reason may be cause for legal action by third parties against Researcher, the State, or their respective agents. Researcher shall indemnify, save, and hold harmless the

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Researcher, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Researcher shall be liable to the State for all direct, consequential and incidental damages arising from an Incident caused by Researcher or its Subcontractors.

DRAFT

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

**ATTACHMENT B:
SCOPE OF RESEARCH**

1. **PROJECT TITLE:** Study of the Impact of English Learner Entrance and Exit Policies

2. **PURPOSE:**

The Institute of Education Sciences (IES) at the U.S. Department of Education is sponsoring a large-scale longitudinal study to evaluate and inform entrance and exit policies for English learner (EL) students. The study focuses on 1) whether students who are classified as EL students go on to experience different outcomes than similar students who are not classified as EL students, and 2) whether former EL students who have been reclassified experience different outcomes than similar students who remain EL students. It also seeks to understand the student characteristics and policy environments that are associated with entrance policies that identify students most likely to benefit from receiving EL services and exit procedures that provide a smooth transition out of EL status.

3. **ROLES:**

3.1. **Researcher's Data Steward:** Ann-Michelle Neal

3.2. **USBЕ's Data Quality Manager:** Aaron Brough

3.3. **Authorized Persons:**

- Eric Isenberg, Associate Director, Westat (project director)
- Molly Faulkner-Bond, Senior Research Associate, WestEd (co-principal investigator)
- Joseph Cimpian, Associate Professor of Economics and Education Policy, New York University, Steinhardt (co-principal investigator)
- Emily Diaz, Senior Research Associate, Westat
- Sarah Glidden, Research Analyst, Westat
- Boris Granovskiy, Senior Research Associate, Westat
- Albert Liu, Director of Education, Westat Insight
- Atsushi Miyaoka, Senior Research Associate, Westat
- Liz Park, Senior Research Associate, Westat
- Joshua Rozen, Senior Programmer, Westat Insight
- Eleanor Spies, Research Analyst, Westat
- Vasiliy Sergueev, Research Analyst, Westat
- Michael Steketee, Senior Research Associate, Westat
- Maile Symonds, Research Analyst, Westat
- Breanna Wakar, Statistician, Westat Insight
- Sam Correa, Data Analyst, Westat Insight

4. **DELIVERY:** 11/20/2023

5. **DATA:**

Data (Data and other information requested)
Data is requested for K-12 students in Utah that were designated as an English learner at any point in school years 2013-2014 through 2024-2025. Request is for all data elements for each school year.
Identifiers: <ul style="list-style-type: none">• USBE-assigned Student Number ("student_ID")• School name• School ID• Local Education Agency Name• District ID• School year

Draft: 1

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

This agreement is for consideration in the October 2023 Law and Licensing Committee Meeting.

Student background data:

- Gender
- Race
- Hispanic/Latino Ethnicity
- Economic Disadvantaged
- Disability (individualized education program) status and specific disability category
- Immigrant indicator
- Date student first enrolled in school in the U.S. ("First Enroll In US")
- Grade level
- Home language ("ELL Native Language", "ELL Parent Language")

English learner-specific data:

- English learner status (Limited English)
- Date or year of initial classification as an EL ("ELL Monitored Entry Date")
- Date or year initially screened for EL status
- Date or year of reclassification

Student program, and enrollment data:

- Days attended in school year
- Days absent in school year
- Length (in days) of current school year
- Retention in same grade from previous year
- Type(s) of language instruction education program or other language support services
- High school diploma type, i.e., no diploma, regular diploma, or career/technical diploma
- Graduation date/year

Additionally, we request data so that we can identify whether students participate in certain types of courses or programs in a given school year.

- Number of high school credits completed (grades 9–12)
- Number of Advanced Placement credits earned this year (grades 9–12)
- Participation in Gifted and talented programs ("Gifted") (grades K–8)
- Enrollment in Secondary Mathematics I, II, & III (grades 6–8)
- Enrollment in honors/advanced English course (grades 6–12)
- Enrollment in honors/advanced math course (grades 6–12)
- Enrollment in developmental/remedial English course (grades 6–12)
- Enrollment in developmental/remedial math course (grades 6–12)
- Enrollment in Advanced Placement English language and composition (grades 9–12)
- Enrollment in Advanced Placement calculus or statistics (grades 9–12)
- Enrollment in Advanced Placement biology, chemistry, environmental science, or physics (grades 9–12)
- Enrollment in International Baccalaureate program (grades 9–12)
- Enrollment in dual enrollment program (grades 9–12)

If these indicators are not available directly but the underlying data are available to create them, please provide us with the necessary information to create these indicators, such as NCES course code; state-specific course names, IDs, or codes; subject area; language of instruction; and enrollment date.

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Stekete, Westat Senior Study Director (ies_elstudy@westat.com)

Student achievement data:

- English language proficiency screener assessment scores for initial classification as EL/not EL, including all subscores and composite scores for all available years
- Level of English learner proficiency at initial classification for all available years
- WIDA assessment scores, overall and any other reported subscores or composites as well as any other English language proficiency assessment scores used in prior years
- UTAH RISE English language arts state assessment scores, including subscores and composite scores for all available years as well as any other statewide English assessment scores used in prior years (grades 3-8 and all available grades in high school)
- Utah RISE Math state assessment scores for all available years as well as any other statewide math assessment scores used in prior years (grades 3–8 and all available grades in high school)
- Utah RISE Science state assessment scores for all available years as well as any other statewide science assessment scores used in prior years (grades 4-8 and all available grades in high school)
- Number of credits earned towards post secondary program or degree

6. OUTPUT:

Results from this study will be disseminated as multiple IES snapshots and reports. They will provide plain-language answers to the research questions (see below), and include the following:

- A 4-page descriptive snapshot (#1), expected in 2024, on the consistency of classification and reclassification procedures before and after ESSA (RQs 1 and 2)
- A 15-page interim report (#1), expected in 2024, on the effects of reclassification (RQs 4 and 5) using data through the 2021–22 school year
- A 4-page descriptive snapshot (#2), expected in 2025, on the number of years students spend in EL status (RQ 6)
- A 4-page descriptive snapshot (#3), expected in 2025, on the achievement trajectories of current and former EL students on state content assessments (RQ 7)
- A 15-page interim report (#2), expected in 2025, on the effects of initial classification (RQs 3 and 5) using data through the 2022–23 school year
- A 4-page descriptive snapshot (#4), expected in 2026, on patterns of disability classification for current and former English learners (RQ 8)
- A 15-page final report (#1), expected in 2027, on the effects of reclassification (RQs 4 and 5) using data through the 2024–25 school year
- A 15-page final report (#2), expected in 2027, on the effects of initial classification (RQs 3 and 5) using data through the 2024–25 school year
- A 15-page final report (#3), expected in 2027, about the effects of initial classification and reclassification (RQs 3 to 5) using data through the 2024–25 school year and data from district surveys

For each report, a set of appendices will include details and technical information about the study's design, methods, analyses, data, and any other supplemental information.

In 2024 and again in 2027, each state that contributes data to the study will receive a state-specific summary from its state-level data.

7. DATA LINKAGE: [Insert detailed information on the Data being linked, the other sources of Data, and any additional constraints to protect the linked Data.]

We may link data provide by USBE with school- or district-level data from publicly available federal data sources such as:

- Publicly available information on state-level EL assessment and reclassification policies (state level)

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

- Civil Rights Data Collection (district and/or school level)
- ED Data Express (district level)
- Survey data collected by the study team from a select sample of districts on local policies related to classification, reclassification, course assignments, and post-reclassification monitoring

State-level data will be linked by state and year. District- and school-level data will be linked by their NCES ID and year. We also will link district survey results to districts using district-level identifiers. The district survey will be administered to a sample of districts. The survey will ask about the experiences of EL students; for example, the types of services and supports that EL and former EL students receive; how districts assign different students to certain tracks, programs, and courses; or how districts implement entry and exit procedures.

8. DURATION OF STUDY: The study referenced in this Appendix will end on 12/31/2028.

9. RESEARCH QUESTIONS:

1. Were standardized statewide procedures, introduced to Title III under ESSA, associated with more consistent application of **initial classification** procedures across districts within states?
2. Were standardized statewide procedures, introduced to Title III under ESSA, associated with more consistent application of **reclassification** procedures across districts within states?
3. Do EL classification thresholds set by states identify the students most likely to benefit from receiving EL services, when considering their future instructional opportunities, experiences, academic achievement, and attainment? Are thresholds set too low, classifying students as ELs who would be better served by not being classified? Are thresholds set too high, thereby limiting the number of students who might benefit from receiving EL services?
4. Do reclassification thresholds set by states lead to a smooth transition by students out of EL status, when considering their future instructional opportunities, experiences, academic achievement, and attainment? Are thresholds set too high, retaining students as EL for too long? Are thresholds set too low, transitioning students out of EL status too quickly?
5. Do the effects of classification and reclassification vary for different types of students or students in different policy contexts?
6. For how many years do students remain English learners?
7. What is the average achievement on state assessments of current English learners, former English learners, and students who have ever been English learners?
8. How frequently are students dually identified as English learners and students with disabilities?

VARIABLES OF INTEREST: We are requesting data for all current, former, and potential EL students in grades kindergarten through 12, from the 2010-11 school year to the 2024-25 school year, including:

- All current EL students in that year
- All former EL students

Our requested data elements are categorized into five primary types of data:

- Identifiers (e.g., student, school, and district IDs)
- Student background data (e.g., race/ethnicity, gender, disability status)
- EL-specific data (e.g., dates of initial classification and reclassification)
- Student program and enrollment data (e.g., school year, school, attendance, credit completion, participation in particular courses, such as Algebra I, and program types, such as gifted and talented)
- Student achievement data (e.g., initial ELP screener scores, summative ELP assessment scores, state reading and math assessment scores, and graduation data)

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

In the DATA section above (#5), we provide a complete list of desired data elements for each type of data. We request all data elements for each school year. We understand that not all data elements may be available in Utah, or that data elements may be organized or labeled differently than shown here. We are listing all desired elements on this application. We may ask additional clarification questions after we receive the data.

10. ANALYTIC APPROACH:

To address IES's research questions (RQs) 1-2 and 6-8, we will use descriptive analyses. For questions 3-5, we will use a regression discontinuity design (RDD) to analyze the impacts of classification and reclassification on student experiences and outcomes.

For RQs 1 and 2, we will calculate how consistent classification and reclassification decisions are for students who have similar characteristics but who attend different school districts. In other words, we will measure the variability of classification and reclassification across districts.

For RQ 1, we will estimate regression models using each year of data to predict, for example, whether a student is classified in that year as a function of English language proficiency screener test scores, student demographic characteristics, and district effects.

For RQ 2, we will conduct a parallel analysis to predict whether students are reclassified out of EL status as a function of similar variables, including other test scores used for reclassification, if applicable.

For both decisions, by making these calculations in both pre- and post-ESSA years, we can measure changes over time in the degree of variability of classification and reclassification across districts. We will examine this measure in the first eight years after ESSA (2017-18 to 2024-25 school years) and up to seven years prior to ESSA (2010-11 to 2016-17 school years), to the extent that data are available.

For research questions 3-5, the study will use a regression discontinuity design (RDD) to provide causal analyses of how classification and reclassification affected students' instructional experiences and outcomes. To understand the causal impact of EL status on students, we need to separate the effect of the policy from differences in the characteristics of students who receive the program and those who do not. An RDD focuses on studying students just above and just below the threshold to be classified as an EL. In this way, we will create nearly equivalent groups of students, with one group classified as EL students and the other group not classified as ELs. Comparing these two groups will allow us to separate the effects of classification as an EL on future outcomes from other differences between ELs and non-ELs that can affect their success. We will repeat this approach to study reclassification by comparing students just above and below the threshold to be reclassified.

We will use the following methods to develop the descriptive information for research questions 6 through 8:

Years as English learner. We will count of the number of years from initial classification to reclassification for all EL students in our data, and produce the following statistics:

- Median number of years to reclassification
- Percentage of students who reclassify in five or fewer years
- Full distribution of the number of years to reclassification

We will generate results for all EL students and for key subgroups.

Performance of Current and Former English Learners on State Assessments. We will calculate group averages of English language arts (ELA) and math for current EL students and former EL students separately by grade. We will generate results for all EL students and for key subgroups.

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

Dual Identification of Students as English Learners and Students with Disabilities. We will calculate the rate of currently having an IEP, first for current EL students, then again for students who have ever been ELs.

DRAFT

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

**ATTACHMENT C
ADDITIONAL SCOPES OF RESEARCH**

Not Applicable.

DRAFT

Draft: 1

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

This agreement is for consideration in the October 2023 Law and Licensing Committee Meeting.

Eric Isenberg, Associate Director

Education

Ph.D., Economics, Washington University
in St. Louis, 2003
M.A., Economics, Washington University in
St. Louis, 1999
B.A., History, Yale University, 1991

Recent Employment

Westat, Associate Director, 2022-
Senior Study Director, 2019-2022
American Institutes for Research,
Principal Researcher, 2017-2019
Mathematica Policy Research, Senior
Researcher, 2010-2017
Researcher, 2007-2010

Relevant Experience

Westat

Project Director, Evaluating Policies, Programs, and Strategies to Support English Learners, NCEE (2021–Present). Direct first task order of IDIQ contract on impacts of reclassification of English learners using regression discontinuity design (RDD). First author of study design. Recruited TWG, led creation of slide deck, including animated slides to demonstrate logic of RDD, and led presentation to TWG. Oversaw creation of OMB package. Oversee recruitment of states to provide data from their state longitudinal systems for the study. Meet biweekly with COR. Manages timeline, budget, three subcontractors, and a consultant.

Deputy Project Director, Implementation of Title I/II-A Program Initiatives, NCEE (2019–Present). Co-authored NCEE implementation report (15-page format) on use of Title I and Title II-A funds by states and districts as they transition to the Every Student Succeeds Act. Worked with NCEE leadership to quickly draft 2021 survey instrument section. Lead reporting task on 2021 survey to write a snapshot on state and district use of federal funding from CARES Act and oversee the creation of a second snapshot by a subcontractor. Led design of survey instruments on questions about educators for 2022 Title I/Title II-A survey.

Design and Reporting Task Leader, Implementation of Title II-A Program, NCEE (2019–2021). Lead author of two NCEE reports (15-page format) on implementation of Title II-A in 2018-19 and 2019-20 school years. Wrote one-page summary. Coauthored design report for the analysis of survey data on use of Title II, Part A funds collected from all states and nationally representative sample of school districts. Oversaw data analysis of survey data based on this design.

American Institutes for Research

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Stekete, Westat Senior Study Director (ies_elstudy@westat.com)

Deputy Project Director, Comprehensive Literacy Program Evaluation, NCEE (2018-2019). Led feasibility study of current grantees for the Striving Readers Comprehensive Literacy (SRCL) grant program to design experimental evaluation of grantees in the successor program, the Comprehensive Literacy State Development grant. Design combined phased rollout randomized controlled trial of elementary schools with a comparative interrupted time series analysis of elementary and middle schools. Led development of feasibility plan and interview protocols for SRCL grantees and subgrantees, and implementation of plan and protocol. Lead author of design options report. Presented at technical working group meetings. Managed project launch. Led data collection from state longitudinal data systems. Oversaw task leader conducting implementation study of SRCL grantees. Oversaw all aspects of project, including implementation study and systematic review. Managed monthly reporting to IES and conducted oversight of three subcontractors. Met regularly with project officer at IES.

Project Director, Evaluation of Roosevelt University's National Professional Development Program Grant, Office of English Language Acquisition, ED (2017-2019). As subcontractor to federal grant, designed and led quasi-experimental study to measure whether Roosevelt University's innovative Dual Language Teacher Leadership Program causes degree recipients to implement practices and strategies to raise achievement among English learners in Chicago Public Schools and four suburban school districts. Oversaw development and use of tailored observation protocol in teachers' classrooms to collect baseline information for two cohorts. Met regularly with project officer at Roosevelt University and oversaw project management.

Project Director, Evaluation of City Year's Whole School Whole Child Model, NCER (2017-2019). Led student-level randomized controlled trial to evaluate effectiveness of a tiered system of support for at-risk students involving tutoring and behavioral interventions led by AmeriCorps members. Devised plan for obtaining student consent and randomly assigning students to multiple treatments. Expanded design to second cohort to increase statistical power. Oversaw student-level random assignment to meet sample size requirements for first cohort. Oversaw selection of survey measure of social-emotional competencies and survey data collection that met sample size target. Managed two subcontractors (City Year, research firm MDRC) and interacted with five large urban school districts and participating City Year sites. Oversaw project management.

Mathematica Policy Research

Project Director, Low-Cost, Short-Duration Evaluation of Leveled Literacy Intervention in Oakland Unified School District, NCER (2016-2017). Led study to determine effectiveness of an intensive small-group reading program aimed at middle-school students who are at least four grade levels behind in reading achievement. Designed and oversaw method of clustered random assignment to meet needs of grouping students by ability level.

Principal Investigator, Evaluation of Expeditionary Learning (EL) Education, Office of Innovation and Improvement (OII), ED (2015-2017). Led team of researchers evaluating the impact of English/language arts (ELA) teachers implementing the EL Education ELA curriculum for the Common Core State Standards. Updated and revised study design for randomized controlled trial. Interfaced regularly with client. Reviewed presentations on implementation of intervention.

Deputy Project Director, National Guard Youth ChalleNge Job ChalleNge Evaluation, Chief Evaluation Office, Department of Labor (2015-2016). Codeveloped and revised the study design for a randomized controlled trial to evaluate a workforce development program for disconnected youth at national guard bases. Worked with research partner MDRC. Led planning for the project. Made multiple site visits to Michigan grantee site to prepare for the evaluation.

Principal Investigator, National Study of the Distribution of Effective Teaching, NCEE (2010-2016). Led analysis of access to effective teaching for low-income students by designing value-added models to measure access

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

to effective teaching and creating measure of access to effective teaching. Served as principal author of two NCEE reports, design report, and three analysis plans. Led presentations to five technical working group meetings and to ED policy staff. Co-led recruitment of 26 diverse school districts to participate in study, securing agreement for study to team to collect five years of data on all teachers and students in grades 4 to 8.

Deputy Project Director, Teach For America (TFA) Investing in Innovation Scale-Up Evaluation, OII, ED (2010-2015). Coauthored report on achievement impacts of TFA teachers compared to non-TFA teachers in the same grade and school. Coauthored design report for student-level RCT and led analysis of student achievement impacts for TFA teachers. Presented study design to technical working group. Reviewed companion report on fidelity of implementation.

Project Director, Value-Added Models for Schools and Teachers in District of Columbia Public Schools (DCPS) and Charter Schools, DC Public Schools (2009-2013). Codeveloped and implemented value-added model. Led four technical working group meetings. Lead author of four annual technical reports on the value-added model. Developed innovative methodological techniques to estimate joint effects for co-teachers and estimate classroom characteristics.

Co-Principal Investigator, National Study of Comprehensive Teacher Induction, NCEE (2007-2010). Cowrote three NCEE reports, including as lead author of second report. Made presentation to IES Director. Conducted statistical analysis of impact on student achievement using an RCT. Conducted statistical analysis of classroom practices, test scores, and teacher mobility using non-experimental methods. Recruited school districts to remain in study for third cohort and led data collection from a group of school districts. Assisted with creation of restricted-use data file.

Selected Publications and Technical Reports

- Isenberg, E., Max, J., Gleason, P., and Deutsch, J. Do low-income students have equal access to effective teachers? *Educational Evaluation and Policy Analysis*, 44(2).
- Isenberg, E. and Webber, A. (2021). *State and district use of Title II, part A funds in 2019–20* (NCEE 2021-011). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education.
- Troppe, P., Isenberg, E., Milanowski, A., Garrison-Mogren, R., Rizzo, L., Gill, B.P., Ross, C., Dillon, E., & Li, A. (2020). *The transition to ESSA: State and district approaches to implementing Title I and Title II-A in 2017–18* (NCEE 2021-002). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance.
- Clark, M.A., and Isenberg, E. (2020). Do Teach For America corps members still improve student achievement? Evidence from a randomized controlled trial of Teach For America’s scale-up effort. *Education Finance and Policy*, 15(4).
- Isenberg, E., Garet, M., and Heppen, J. (2019). *Comprehensive Literacy Program Evaluation: Design report*. Washington, DC: American Institutes for Research.
- Hock, H., and Isenberg, E. (2017). Methods for accounting for co-teaching in value-added models. *Statistics and Public Policy*, 4(1).
- Isenberg, E., Max, J., Gleason, P., Johnson, M., Deutsch, J., and Hansen, M. (2016). *Do low-income students have equal access to effective teachers? Evidence from 26 districts*. (NCEE 2017-4007). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education.

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

Isenberg, E., Max, J., Gleason, P., Potamites, L., Santillano, R., Hock, H., and Hansen, M. (2013). *Access to effective teaching for disadvantaged students* (NCEE 2014-4001). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education.

Glazerman, S., Isenberg, E., Dolfen, S., Bleeker, M., Johnson, A., Grider, M., and Jacobus, M. (2010). *Impacts of comprehensive teacher induction: Final results from a randomized controlled study* (NCEE 2010-4027). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education.

DRAFT

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

Molly Faulkner-Bond, Senior Research Associate

Education

PhD, Research, Educational Measurement, & Psychometrics. University of Massachusetts Amherst, 2016
BA, Philosophy, Harvard University, 2006

Recent Employment

WestEd, Senior Research Associate, 2019-
NCER, Associate Education Research Scientist, 2016-2019
Educational Testing Service, Graduate Research Fellow, 2014-2016

Relevant Experience

WestEd

Principal Investigator, Study of the Impact of English Learner Reclassification Policies, NCEE (2021-Present).

Serve as substantive project lead and WestEd contract lead on a multi-state study of the impact of reclassification on English learners' academic access and achievement. Provide expertise on EL policies and programs, and contribute to project plans for study design, data collection, analysis, and technical working group membership. Lead the project's recruitment task, liaising and communicating directly with state-level data and English learner leads, and overseeing a team of WestEd and Westat colleagues to gather information prepare student-level data requests for approximately 30 states.

Principal Investigator, Systematic Review & Meta-analysis of English Learner Reclassification, NCER (2020-Present).

Led overall project design for an NCER exploration study (systematic review and meta-analysis) on reclassification, including development of research questions and plans for data collection, analysis, and dissemination. Led the design of systematic protocols for academic and grey literature searches, eligibility screening, and data extraction from eligible articles. Plan and lead quarterly convenings with (1) four-member expert advisory board and (2) NCER program officers. Lead a team of researchers at WestEd and the University of Oregon to complete all project activities on time and within budget.

WestEd Project Director, National Clearinghouse for English Language Acquisition, MSG (Office for English Language Acquisition) (2019-Present).

Serve as task lead for the development of the *Biennial Report to Congress on the Implementation of the Title III State Formula Grant Program*. Supervise WestEd staff and collaborate with MSG to clean and summarize state-reported data on English learner enrollment and achievement. Supervise WestEd staff to develop English learner fact sheets based on various federal datasets (e.g., CRDC, CCD, CSPR), as well as written and multimedia products (e.g., reports, briefs, podcasts, webinars). For all products, review and respond to feedback from OELA and other ED POCs (via the executive clearance process) to ensure clarity and quality of findings and interpretations. Serve as thought partner, advisor, and collaborator to the OELA, particularly around data use, collection, and interpretation.

Project Co-Lead, English Learner Policy to Practice, Arizona Department of Education (2019-Present). Via the Region 15 Comprehensive Center, serve as a technical advisory and collaborator to the Unique Populations Division within

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

ADE. Activities to date have included supporting ADE to: facilitate the development of new, research-based frameworks and program models for English learner instruction; develop implementation guidance and resources for LEAs around the new program models; develop and disseminate information about the new program models to the field; collect and interpret information from the field about EL program model selection and implementation; develop a strategic plan for EL-focused professional learning designed and delivered by ADE.

Project Co-Lead, Observation Protocol for Teachers of English Learners, California Department of Education (2019-Present). Technical and methodological lead on a contract with the California Department of Education to develop the OPTEL, a tool to be used statewide to support the teacher input criterion necessary for English learner reclassification. Provided input and feedback on the development of the OPTEL tool. Oversaw the design and implementation of a small-scale pilot study and a larger-scale field test of the OPTEL with California educators in the field. Support the CDE to interpret pilot study and field test results, convey results and interpretations to the State Board of Education, and develop policy and guidance for implementation and use of the OPTEL to support reclassification decisions once the tool is finalized.

Member, Assessment Technical Advisory Groups, California Department of Education (2019-Present). Serve as a TAG member for the English Language Proficiency Assessments for California (ELPAC) and the California Assessment of Student Performance and Progress, the statewide systems for large-scale summative language and content assessment. Attend at least three meetings per year to review documentation from the assessment systems and provide feedback, guidance, and thought-partnership to the state around on results, research plans, and reporting decisions related to the accountability system.

Project Co-Lead, *Research to Practice* Volume, California Department of Education (2019-2020). Served as project co-director, editor, and chapter co-author for the volume *Improving Education for Multilingual and English Learner Students: Research to Practice*, published in 2020 by the CDE. Co-developed content outline and management plan for the volume with CDE; approached and secured chapter authors; planned and executed two in-person writing workshops with CDE staff and 16 chapter authors. Facilitated and participated in multi-round peer review process for all chapters in which authors, CDE staff, and co-editors reviewed and provided feedback and implemented revisions. Oversaw design and layout process for the final volume.

National Center for Education Research

Program Officer, English Learner Research Portfolio (2016-2019). Managed and monitored a portfolio of approximately 25 active 2-5 year research grants (totaling over \$45 million), the majority of which focused on improving the educational outcomes of English Learners (ELs) from kindergarten through high school. Non-EL grants focused on assessment or social, emotional, and behavioral research. Monitoring activities included frequent contact with grant PIs, reviewing reports, reviewing and approving budget changes, reviewing and approving changes to research plans, and supporting and encouraging dissemination efforts to a variety of audiences. TA activities to prospective applicants included offering and providing feedback, support, and expertise related to psychometrics, research design, the Education Research Grants competition structure and process, and EL research, theory, and practices.

Action Editor, Standards and Review Office (2017-2019). Responsible for conducting internal and external reviews of research reports prepared by IES and IES contractors. Activities included identifying appropriate external reviewers; synthesizing submitted reviews into disposition memos for report authors; and communicating with authors through multi-round revision process until reports were cleared for production.

Educational Testing Service

Draft: 1

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

Selected Publications, Technical Reports, and Presentations

- Faulkner-Bond, M.,** Spycher, P., Olsen, L., & Gandara, P. (2020). The Power and Promise of California's Multilingual Learners. In California Department of Education, *Improving Education for Multilingual and English Learner Students: Research to Practice* (pp. 27–62). Sacramento, CA. <https://www.cde.ca.gov/sp/el/er/documents/mleleducation.pdf>
- California Department of Education, 2020. *Improving Education for Multilingual and English Learner Students: Research to Practice*. Sacramento, CA: California Department of Education. (co-editor and project manager)
- Faulkner-Bond, M.,** & Soland, J. (2020). Comparability when assessing English learner students. In A. Berman, E. Haertel, & J. Pellegrino (Eds.), *Comparability of Large-Scale Educational Assessments: Issues and Recommendations* (pp. 149–175). National Academy of Education. <https://doi.org/10.31094/2020/1>
- Faulkner-Bond, M.** & Himmel, J. (2020, October). *English Learners in Charter Schools: A Learning Experience Focused on English Learner Instruction*. Virtual Learning Module Series presented by the National Charter School Resource Center. <https://charterschoolcenter.ed.gov/learning-modules/english-learners-charter-schools-learning-experience-focused-english-learner>
- U.S. Department of Education. (2020, July). *Aligning Structural and Instructional Practices to Promote English Learner Success During the 2020–21 School Year*. Webinar presented in collaboration with the National Clearinghouse for English Language Acquisition and REL West. <https://ncela.ed.gov/Webinars>
- Choi, I., Wolf, M. K., Pooler, E., Sova, L., & **Faulkner-Bond, M.** (2019). Investigating the Benefits of Scaffolding in Assessments of Young English Learners: A Case for Scaffolded Retell Tasks. *Language Assessment Quarterly*, 0(0), 1–19. <https://doi.org/10.1080/15434303.2019.1619180>.
- Faulkner-Bond, M.** (2019, October). *Developing a set of research-based principles for English learner instruction*. Invited presentation to the Council of Chief State School Offices English Learner State Collaborative on Assessment and Student Standards (EL-SCASS), Minneapolis, MN.
- Faulkner-Bond, M.,** Wolf, M. K., Wells, C. S., & Sireci, S. G. (2018). Exploring the Factor Structure of a K–12 English Language Proficiency Assessment. *Language Assessment Quarterly*, 1–20. <https://doi.org/10.1080/15434303.2017.1419247>
- Wells, C. & **Faulkner-Bond, M.** (Eds). (2016). *Educational measurement: From foundations to future*. New York, NY: Guilford.
- Faulkner-Bond, M.** & Forte, E. (2016). Assessing English learners. In C. Wells, & Faulkner-Bond, M. (Eds.) *Educational measurement: From foundations to future*. New York, NY: Guilford.
- Wolf, M. K., & **Faulkner-Bond, M.** (2016). Validating English Language Proficiency Assessment Uses for English Learners: Academic Language Proficiency and Content Assessment Performance. *Educational Measurement: Issues and Practice*, 35(2), 6–18. <https://doi.org/10.1111/emip.12105>
- Faulkner-Bond, M.,** & Sireci, S. G. (2015). Validity issues in assessing linguistic minorities. *International Journal of Testing*, 15(2), 114–135. <http://doi.org/10.1080/15305058.2014.974763>
- Sireci, S. G., & **Faulkner-Bond, M.** (2015). Promoting Validity in the Assessment of English Learners. *Review of Research in Education*, 39(1), 215–252. <http://doi.org/10.3102/0091732X14557003>
- Forte, E. & **Faulkner-Bond, M.** (2010). *The administrator's guide to federal programs for English learners*. Washington, DC: Thompson.

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

DRAFT

Draft: 1

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

This agreement is for consideration in the October 2023 Law and Licensing Committee Meeting.

JOSEPH ROBINSON CIMPIAN

EMPLOYMENT

2022–present, Professor of Economics and Education Policy, New York University
2016–2022, Associate Professor of Economics and Education Policy, New York University
2015–2016, Associate Professor and College of Education Distinguished Scholar, University of Illinois at Urbana-Champaign
2009–2015, Assistant Professor, University of Illinois at Urbana-Champaign
2005–2008, Research Assistant to Professor Sean Reardon, Stanford University
2001–2004, Research Associate, American Institutes for Research, Palo Alto, CA
2000–2001, Teacher, Elementary School, East Palo Alto, CA (Teach For America)

EDUCATION

Ph.D. Stanford University (Economics of Education), 2009
M.A. Stanford University (Economics), 2009
M.A. Stanford University (Social Sciences in Education), 2005
B.S. Cornell University (Industrial & Labor Relations), 2000

SELECTED PUBLICATIONS AND PRESENTATIONS

Journal Articles

Cimpian, J. R., Thompson, K. D., & Makowski, M. (2017; invited). Evaluating English learner reclassification policy effects across districts. Centennial Issue of the *American Educational Research Journal*, 54(1_suppl), 255S–278S.

Porter, K. E., Reardon, S. F., Unlu, F., Bloom, H. S., & Cimpian, J. R. (2017). Estimating causal effects of education interventions using a two-rating regression discontinuity design. *Journal of Research on Educational Effectiveness*, 10(1), 138–167.

Robinson-Cimpian, J. P., & Thompson, K. D. (2016). The effects of changing test-based policies for reclassifying English learners. *Journal of Policy Analysis and Management*, 35(2), 279–305.

Robinson-Cimpian, J. P., Thompson, K. D., & Umansky, I. M. (2016; invited). Research and policy considerations for English learner equity. *Policy Insights from the Behavioral and Brain Sciences*, 3(1), 129–137.

Reardon, S. F., & Robinson, J. P. (2012). Regression discontinuity designs with multiple rating-score variables. *Journal of Research on Educational Effectiveness*, 5(1), 83–104.

Robinson, J. P. (2011). Evaluating criteria for English learner reclassification: A causal-effects approach using a binding-score regression discontinuity design with instrumental variables. *Educational Evaluation and Policy Analysis*, 33(3), 267–292.

Robinson, J. P. (2010). The effects of test translation on young English learners' mathematics performance. *Educational Researcher*, 39(8), 582–590.

Robinson, J. P. (2008). Evidence of a differential effect of ability grouping in kindergarten and first grade on the reading achievement growth of language-minority Hispanics. *Educational Evaluation and Policy Analysis*, 30(2), 141–180.

Book Chapters

Reardon, S. F., & Robinson-Cimpian, J. P., & Weathers, E. S. (2015; invited). Patterns and trends in racial/ethnic and socioeconomic academic achievement gaps. In Helen F. Ladd & Margaret E. Goertz (Eds.), *Handbook of Research in Education Finance and Policy* (2nd Ed.). New York: Routledge.

Robinson-Cimpian, J. P. (2014; invited). Labor-market outcome differences between monolingual and bilingual

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

- Hispanics. In Rebecca M. Callahan & Patricia C. Gándara (Eds.), *The Bilingual Advantage: Language, Literacy, and the Labor Market* (pp. 81–111). Clevedon, Bristol, UK: Multilingual Matters.
- Robinson, J. P. (2014; invited). Causal inference and comparative analysis with large-scale assessment data. In Leslie Rutkowski, Matthias von Davier, & David Rutkowski (Eds.), *Handbook of International Large-Scale Assessment: Background, Technical Issues, and Methods of Data Analysis* (pp. 521–545). New York: Chapman & Hall.
- Reardon, S. F., & Robinson, J. P. (2008; invited). Patterns and trends in racial/ethnic and socioeconomic academic achievement gaps. In Helen F. Ladd & Edward B. Fiske (Eds.), *Handbook of Research in Education Finance and Policy*. New York: Routledge.
- Reviews*
- Robinson-Cimpian, J. P. (2015). *Review of “The effects of test-based retention on student outcomes over time: Regression discontinuity evidence from Florida.”* Boulder, CO: National Education Policy Center.
- Conference Presentations and Posters*
- Robinson-Cimpian, J. P. (2016; invited). Panel member for an invited session of the Social Justice Action Committee (Panel: *The definition of “English learner” as a matter of social justice for policymaking*) at the annual conference of the American Educational Research Association, Washington, DC.
- Robinson-Cimpian, J. P., & Thompson, K. D. (2015). *The effects of changing a threshold-based policy for reclassifying English Learners: A difference-in-regression-discontinuities approach*. Paper presented at the annual conference of the American Educational Research Association, Chicago, IL.
- Robinson-Cimpian, J. P. (2015). *Labor-market outcome differences between monolingual and bilingual Hispanics*. Paper presented in an invited session at the annual conference of the American Educational Research Association, Chicago, IL.
- Robinson-Cimpian, J. P., & Makowski, M. (2015). *One threshold or many? Understanding moderators of reclassification effects to inform policy decisions*. Paper presented at the annual conference of the Association for Education Finance and Policy, Washington, DC.
- Robinson-Cimpian, J. P., & Thompson, K. D. (2014, November 4). *The effects of changing a threshold-based policy for reclassifying English Learners: A difference-in-regression-discontinuities approach*. Paper presented at the annual conference of the Association for Public Policy Analysis and Management, Albuquerque, NM.
- Robinson-Cimpian, J. P., Thompson, K. D., Umansky, I. M., Linquanti, R., Hakuta, K., & Gándara, P. (2014, March 15). *The effects of changing a threshold-based policy for reclassifying English Learners: A difference-in-regression-discontinuities approach*. Paper presented at the annual conference of the Association for Education Finance and Policy, San Antonio, TX.
- Reardon, S. F., Porter, K. E., Bloom, H., Robinson, J. P., Unlu, F., Weiss, M., Zhu, P. (2012, November 10). *Estimation methods for multiple regression discontinuity designs*. Paper presented at the annual conference of the Association for Public Policy Analysis and Management, Baltimore, MD.
- Robinson, J. P. (2012, April 16). (Invited professional development session, organizer/presenter) *Causal inferences using quasi-experimental designs: Methods and applications*. Session presented at the annual conference of the American Educational Research Association, Vancouver, BC.
- Robinson, J. P. (2012, April 15). *Evaluating criteria for English learner reclassification: How do we know if the chosen reclassification policy is appropriate?* Paper presented at the annual conference of the American Educational Research Association, Vancouver, BC.

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)

- Robinson, J. P. (2012, February 24). *Evaluating the effects of educational policy on outcomes for English learners*. Invited paper presented at the Equity and Opportunity Research Symposium, Tempe, AZ.
- Bloom, H., Reardon, S. F., Robinson, J. P., Somers, M.-A., Unlu, F., & Weiss, M. (2010, November 6). *Regression discontinuity designs with multiple rating-score variables*. Paper presented at the annual conference of the Association for Public Policy Analysis and Management, Boston, MA.
- Robinson, J. P. (2010, May 4). *Effects of native-language assessment accommodations in mathematics for kindergarten and first-grade English learners*. Paper presented at the annual conference of the American Educational Research Association, Denver, CO.
- Robinson, J. P., & Reardon, S. F. (2009, March 2). *Multiple regression discontinuity design: Implementation issues and empirical examples from education*. Paper presented at the Society for Research on Educational Effectiveness, Alexandria, VA.
- Robinson, J. P. (2008, April 12). *Does reclassification help English learners? Causal analysis using a regression discontinuity design*. Paper presented at the annual conference of the American Education Finance Association, Denver, CO.

SELECTED GRANTS AND CONTRACTS RECEIVED

- Co-Principal Investigator (2021–2024). Institute of Education Sciences. *Study of the impact of English learner reclassification policies*. \$2,999,905.
- Co-Principal Investigator (2020–2024). Institute of Education Sciences. *Boys have it; girls have to work for it: The development and consequences of gender stereotypes about natural talent vs. effort in mathematics*. \$1,399,994.
- Principal Investigator (2014–2016). National Academy of Education/Spencer Foundation Postdoctoral Fellowship. *One or many thresholds? Understanding moderators of English Learner reclassification effects to inform policy decisions*. \$55,000.
- Principal Investigator (2013–2014). University of Illinois Hardie Fellowship. *Examining variability in the effects of English Learner reclassification*. \$20,000.
- Principal Investigator (2009–2011). American Educational Research Association Grants Board Research Grant (funded jointly by NSF and NCES). *Effects of native-language assessment accommodations in mathematics for kindergarten and first-grade English learners*. \$35,000.
- Principal Investigator (2008–2009). Spencer Foundation Dissertation Fellow. *Does reclassification help English learners? A quasi-experimental analysis using regression discontinuity*. \$25,000.
- Principal Investigator (2004–2005). National Center for Research on Evaluation, Standards, and Student Testing, Language Minority Children Analysis Project. *Ability grouping in kindergarten and first-grade language-minority students*. \$11,000.
- Consultant (2014–2017). Institute of Education Sciences. *Oregon English Learner Alliance*.
- Consultant (2010–2014). Institute of Education Sciences. *Regression discontinuity with multiple rating scores*.

Contacts:

- Katy Challis, USBE Director of Privacy (katy.challis@schools.utah.gov)
- Dr. Michael Steketee, Westat Senior Study Director (ies_elstudy@westat.com)