

INTERAGENCY AGREEMENT**for Internal Data Sharing**

between

UTAH STATE BOARD OF EDUCATION

and

Governor's Office of Economic Opportunity (GOEO), and its Contractors:

Evaluation & Training Institute (ETI), and

Waterford Research Institute

PARTIES: This Interagency Agreement ("Agreement") is between the **Utah State Board of Education ("USBE")** and Governor's Office of Economic Opportunity ("Agency" or "GOEO"), and its Contractors Evaluation & Training Institute ("ETI"), and Waterford Research Institute ("Waterford") each individually a "Party" and together the "Parties".

AGREEMENT PERIOD:

Effective Date:

December 9, 2024

Termination Date:

December 9, 2029

, unless terminated early or extended in accordance with the terms and conditions of this agreement.

Renewal Options, if any:

**One term of six months, with
30 days advance written
notice.**

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

ATTACHMENT A: Utah State Board of Education Standard Terms and Conditions for Two-Way Interagency Data Sharing

ATTACHMENT B: Scope of Data Sharing

ATTACHMENT C: List of List of Data and Reporting GOEO Needs From USBE for UPSTART Program

SIGNATURES OF APPROVAL:

Each signor 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.

ETI		Jon Hobbs, PhD	President
	Signature	Date	Name
Waterford		Tomas Caceres	Senior Director Waterford UPSTART
	Signature	Date	Name
GOEO		Kori Ann Edwards	Managing Director of Strategic Initiatives

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

USBE CONTACT PERSON:	Name/Title: Phone/email:	Katy Challis, Director of Privacy 801-538-7894, katy.challis@schools.utah.gov
GOEO CONTACT PERSON:	Name/Title: Phone/email:	Anju Thapaliya (801) 557-1677 athapaliya@utah.gov
ETI CONTACT PERSON:	Name/Title: Phone/email:	Jon Hobbs, President (310) 473-8367, ext. 1 jhobbs@eticonsulting.org
WATERFORD CONTACT PERSON:	Name/Title: Phone/email:	Tomas Caceres, Senior Director Waterford UPSTART (801) 349-2348 tomascaceres@waterford.org

ATTACHMENT A:
UTAH STATE BOARD OF EDUCATION STANDARD TERMS AND CONDITIONS FOR TWO-WAY INTERAGENCY DATA SHARING

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - 1.1. **"Authorized Persons"** means Party's employees, officers, partners, Subcontractors or other agents of Party who require access to Data and who have a legitimate educational interest in the education records to enable the Party to perform its responsibilities under this Agreement.
 - 1.2. **"Agreement Signature Page(s)"** means the cover page(s) of this Agreement that each Party signed.
 - 1.3. **"Data"** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.4. **"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.
 - 1.5. **"Destroy"** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
 - 1.6. **"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.
 - 1.7. **"Incident"** means the potentially unauthorized access to Data that a Party believes could reasonably result in the use, disclosure or theft of Data within the possession or control of the Party or the Party's Subcontractors.
 - 1.8. **"Metadata"** includes all information created manually or automatically to provide meaning or context to other data.
 - 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 Utah Code § 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 Student Personally Identifiable Information shared as part of this agreement.
 - 1.12. **"Targeted Advertising"** means advertising to a student or student's parent by a Party if the advertisement is based on information or Data the Party 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, Parties and all Data sharing shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Parties shall maintain or supervise the maintenance of all records necessary to properly account for each Party's respective performance under this Agreement. These records shall be retained by each Party 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. Each Party agrees to allow, at no additional cost, the State of Utah, federal auditors, USBE 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, each Party agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **INDEPENDENT CONTRACTOR:** Each Party and the Party's respective Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the other Party.

6. **NON-FINANCIAL UNDERSTANDING:**
 - 6.1. This Agreement is a non-financial understanding between the Parties. No financial obligation by or on behalf of either of the Parties is implied by a Party's signature to this Agreement.
 - 6.2. 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.
 - 6.3. 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.
7. **COST (OPTIONAL):** Agency agrees to pay fees in the amount of \$ for the preparation or delivery of the Data (this payment may be required in advance). Payment shall be made to:
8. **AGENCY RESPONSIBILITY:** Each Party is solely responsible for fulfilling its respective requirements under the Agreement. Each Party shall identify a point of contact in the Attachment B: Scope of Data Sharing. Each Party must incorporate its responsibilities under this Agreement into every subcontract with its Subcontractors. Moreover, each Party is responsible for its Subcontractors compliance under this Agreement.
9. **INDEMNITY:** With regard to parties who are government entities: both USBE and GOEO are governmental entities as defined in the Governmental Immunity Act of Utah, U.C.A. § 63G-7-101 et. seq. This Agreement shall not be construed as a waiver by either or both Parties of any rights, limits, protections, or defenses provided by the Act. This Agreement shall not be construed as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Each Party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these Parties.
With regard to nongovernment entities: ETI ("Contractor") and Waterford ("Contractor") 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 government entities and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the state government entities. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
10. **EMPLOYMENT PRACTICES:** Each Party agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of each Party's respective employees.
11. **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.
12. **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 either Party, upon thirty (30) days written termination notice being given to the other Parties. Parties may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.
13. **CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the other Parties, this Agreement may be terminated in whole or in part at the sole discretion of either Party, if the terminating Party reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement.
14. **RESERVED.**
15. **PUBLIC INFORMATION:** Parties agree 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). Each Party gives the other Parties and the State of Utah express permission to make copies of this Agreement in accordance with GRAMA. Parties and the State of Utah are not obligated to inform the other Parties of any GRAMA requests for disclosure of this Agreement.
16. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Parties each recognize 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.
17. **ASSIGNMENT:** No Party may 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 other Parties.

18. **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. Either Party may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

19. **PUBLICITY:** A Party shall submit to the other Party for written approval all advertising and publicity matters relating to this Agreement. The Parties must approve all advertising and publicity matters mutually in writing.

20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

21. **SUSPENSION OF WORK:** Should circumstances arise which would cause one Party ("Suspending Party") to suspend the other Party's ("Suspended Party") responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. Suspended Party's responsibilities may be reinstated upon advance formal written notice from Suspending Party.

22. **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.

23. **DISPUTE RESOLUTION:** Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The Parties will equally share in the cost of the mediation. Alternatively, the USBE, after consultation with Agency, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the USBE appoints such an expert or panel, USBE and Agency agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

24. **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) each Party's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of either Party or limit the rights of the USBE or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.

25. **SURVIVAL OF TERMS:** Any terms that by their nature would survive the expiration of, completion, or termination of this Agreement shall survive.

26. **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.

27. **ERRORS AND OMISSIONS:** Neither Party shall take advantage of any errors and/or omissions in this Agreement. Each Party must promptly notify the other Party of any errors and/or omissions that are discovered.

28. **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.

29. **CONFIDENTIALITY GENERAL PROVISIONS:**

- 29.1. Each Party reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to its respective system data, Data, and all related data and content.
- 29.2. This Agreement applies to all data sharing between Parties. Specific data to be shared are outlined in the Attachments, along with the purpose of data sharing, data ownership and conditions and/or regulations governing the usage of the shared data, requirements for shared data retention/destruction, and Party processes for implementing these actions.
- 29.3. Parties 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.
- 29.4. This Agreement will be reviewed, updated, and approved on a regular basis, as defined on the Agreement Signature Page.
- 29.5. Each Party shall comply with all applicable laws and regulations including but not limited to the Family Education Rights and Privacy Act ("FERPA"), 20 U.S. Code § 1232g and 34 C.F.R. Part 99; Utah Code § 53E-9-2; the Student Data Protection Act, Utah Code § 53E-9-3; and the Individuals with Disabilities Education Act ("IDEA"), 30 U.S. Code §1400 et seq. and 34 C.F.R. Part 300.
- 29.6. Each Party ("Audited Party") shall, upon written request, permit the other Party ("Auditing Party") or its

designated representatives to perform an assessment, audit, examination, or review of all of Audited Party's sites and environments in order to confirm Audited Party's compliance with this Agreement; associated Agency or Scopes of Work; and applicable laws and regulations.

29.7. Each Party shall Destroy PII collected, generated or inferred as a result of this Agreement in accordance with its respective retention schedule.

30. **DATA ACCURACY:** The Data provided are the best and most complete documentation available. Neither Party ensures 100% accuracy of all records and fields. Some data fields, including those that are not used, may contain incorrect or incomplete Data. Parties will report any systematic problems with the Data to the data owner. Data that has been manipulated or re-processed by either Party is the responsibility of that Party.

31. **ACCESS TO DATA:**

- 31.1. Each Party 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.
- 31.2. Parties shall have strong access controls in place. Parties shall disable and/or immediately delete unused and terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.
- 31.3. Parties shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons.

32. **USE AND DISCLOSURE OF DATA:**

- 32.1. Parties shall not collect, use, or share Data beyond the purposes set forth in the Attachments.
- 32.2. Parties shall share Data only for the purposes stated in the Attachments and then only with the Authorized Persons stated in the Attachments. Use beyond that stated in the Attachments requires a written amendment.
- 32.3. If a Party ("Publishing Party") seeks to publicly release Data, Publishing Party must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Publishing Party shall, upon request of the other Party, provide the other Party with a document that lists the steps and methods the Publishing Party shall use to de-identify the information. Any aggregate 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:
 - 32.3.1. 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.
 - 32.3.2. Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
 - 32.3.3. Aggregated reports shall be redacted to remove identifiability risks caused by other prior releases of aggregate data by Publishing Party.
- 32.4. Parties shall not use Data for the purposes of Targeted Advertising.

33. **SECURITY AND PROTECTION OF DATA:**

- 33.1. Each Party shall notify the other Party if there are any material changes that will negatively affect the system where all Data are stored and maintained.
- 33.2. The protection of Data shall be an integral part of the business activities of Parties to ensure that there is no inappropriate or unauthorized use of Data. Parties shall safeguard the confidentiality, integrity, and availability of Data.
- 33.3. Parties 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>).
- 33.4. Agency shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Agency shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.
- 33.5. Agency shall store and maintain all Data in data centers located in the United States.
- 33.6. Agency shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).
- 33.7. Agency shall enforce strong password protections on all devices and networks with access to or that store Data.

34. **INCIDENTS:**

- 34.1. If a Party ("Affected Party") becomes aware of an Incident involving Data by either Affected Party or any of Affected Party's Subcontractors, Affected Party shall notify the other Party ("Notified Party") within one (1) calendar day and cooperate with Notified Party regarding recovery, remediation, and the necessity to involve law enforcement, if any.
- 34.2. Affected Party shall produce a written remediation plan that includes information about the cause and extent

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

- 34.3. To the extent breach or Incident notification is required under applicable law, the Party whose information system has been breached or subject to an Incident shall be obligated to notify the Data subjects impacted by the breach or Incident. The Party responsible for the breach or Incident will be responsible for any costs arising from this notification.

ATTACHMENT B:
SCOPE OF DATA SHARING

BACKGROUND AND LEGAL AUTHORITY:

Pursuant to Utah Code § 63N-20-101 et seq., the Utah State Board of Education (USBE), Governor's Office of Economic Opportunity (GOEO) and the state approved contractors, Waterford Research Institute (Waterford) and Evaluation & Training Institute (ETI), work together to administer the State's UPSTART program.

The Utah Preparing Students Today for a Rewarding Tomorrow (UPSTART) program is constantly monitored to ensure compliance with state rules and the contract's Scope of Work (SOW). During the program monitoring process, the program manager obtains an original list of students enrolled in UPSTART, retrieves students who are enrolled in kindergarten the following year in UTREx, and matches the two files based on students' names and birthdates. After matching, the original student list will have a new column titled SSIDs. There should be 10% or fewer students without matched SSIDs. If the unmatched percentage does not fall within the allowed range, the unmatched students list will be sent to the provider to manually look up these students and revise possible errors in their data. Then the program provider will resubmit the list for the program manager to repeat the matching procedure. If the percentage of unmatched students falls within the allowed range, the matching process ends. If not, the program provider must return payments for those above the 10% unmatched threshold, in accordance with the contract's SOW.

As mandated by Utah legislation (Section 63N-20-107) and detailed in the Statement of Work provided by GOEO, ETI has been contracted to complete an annual program evaluation on the UPSTART program. The annual evaluation report will include: (1) regression analysis demonstrating the program's impact on outcome scores, and (2) comparisons of pretest and posttest mean scores between students participating in the program and a comparison group of students not participating in the program. To accomplish these tasks, ETI requires student assessment data collected by USBE. The USBE, as a state partner agency to GOEO, advocates for the evaluation of preschool programs in Utah using the "Pre-Kindergarten Entry and Exit Profile" (PEEP). Additionally, USBE administers the Acadience assessment for all kindergarten students at the beginning and end of each school year.

Family Education Rights and Privacy Act (FERPA); 20 U.S. Code § 1232g and 34 CFR § 99.31. The "audit and evaluation exception" of FERPA allows for the disclosure of student personally identifiable information for the purpose of audit and evaluation of any federally or State supported education program or in connection with the enforcement of the Federal legal requirements which relate to any such program.

PURPOSE:

The purpose of this data sharing agreement is two fold. Each purpose is described below.

The first purpose is to identify the SSIDs of students enrolled in UPSTART within the Utah eTranscript and Record Exchange (UTREx), ensuring that a minimum of 90% of the children attend kindergarten in Utah the year after their program enrollment.

The second purpose is to effectively evaluate the efficacy of the UPSTART program that is currently operated by Waterford. To enable a comparative analysis between UPSTART participants and a representative sample of statewide students, ETI requests access to state-administered PEEP and Acadience data for the UPSTART evaluation. The purpose is to identify the SSIDs of students enrolled in the UPSTART within UTREx, ensuring that a minimum of 90% of the children attend kindergarten in Utah the year after their program enrollment.

The primary objective of obtaining the state-collected PEEP and Acadience data is to analyze the impact of the UPSTART program on student learning outcomes. Below is how ETI will utilize this data for the mandated evaluations:

- **PEEP Assessment Administration:** ETI will administer the PEEP assessment to a sample of UPSTART students recruited for the evaluation. The comparison group will be based on state PEEP student data for non-program students.
- **Acadience Assessments:** ETI does not administer Acadience assessments directly; instead, ETI relies on USBE to provide both treatment and control group data for the kindergarten analysis.
- **Data Integration:** Upon receipt of the PEEP and Acadience data each year, ETI will create a comprehensive dataset that includes pretest (beginning-of-year) scores, posttest (end-of-year) scores, and essential demographic variables that may influence academic achievement.
- **Comparative Analysis:** ETI's Pre-K impact study will analyze literacy and numeracy test scores from PEEP, comparing UPSTART participants (treatment group) with non-participants (control group). ETI's Kindergarten impact study will compare Acadience reading scores between UPSTART participants from Pre-K and a control group of kindergarten students who did not participate in UPSTART. Given the absence of random assignment, ETI will employ Coarsened Exact Matching (CEM; Iacus et al., 2008) to match program and control students based on data from the beginning of the school year and several critical characteristics (including grade, initial achievement scores, gender, race, and poverty status).
- **Statistical Analysis:** After establishing treatment and control groups, ETI will calculate predicted mean scores and assess mean score differences. Statistical significance testing will help determine whether findings are attributable to chance or reflect the treatment effect. Additionally, ETI will report effect sizes (ES; based on Hedges G) to provide stakeholders with insight into the magnitude of the treatment effects. Presenting these effect sizes will offer a standardized framework for comparing results across different samples and evaluating the relative strengths of the program's impacts.
- **No student PII will be reported or published, and reporting will be based on treatment and control group comparisons only.**

NOTE: Data will be destroyed at the end of the evaluation contract.

DATA:**DATA TYPE:**

- Student PII
- Student-level de-identified data
- Unmasked aggregate student data

DATA REQUESTED:

List the data elements requested. Add additional rows as needed.

Data (Data and other information requested)
See Attachment C, List of Data and reporting GOEO needs from USBE for UPSTART program

DELIVERY:

Desired delivery date: Ongoing for duration of agreement

Delivery method: Data will be compiled by _____ and sent securely to _____.

Other (explain): Each party will compile and securely share data with receiving parties; data to be shared is described in Attachment A, List of Data and reporting GOEO needs from USBE for UPSTART program

ROLES:

		Name	Title
ETI	Data Steward:	Jon Hobbs	President
GOEO	Data Steward:	Anju Thapaliya	Program Manager of Strategic Initiatives
USBE	Data Steward:	Jonathan Collins	Research Consultant
	Data Quality Manager:	Aaron Brough	Director of Data and Statistics
Waterford	Data Steward:	Courtenay Burns	Senior Director of Program Operations (External)

ATTACHMENT C
LIST OF DATA AND REPORTING GOEO NEEDS FROM USBE FOR UPSTART PROGRAM

1. Cohort name matching

Description:

- GOEO will submit to USBE the previous school year cohort information provided by Waterford by October 31.
- USBE returns to the GOEO Program Manager cohort match information annually by November 30 and GOEO will forward the information to Waterford. This is to determine over or under on the 10% match. If the match is within 10% range, no further action is required. If above the 10% range, Waterford contacts the parents/guardians for additional information. This date is subject to change if the non-match student number exceeds 1,000.
- Kindergarten match information provided by USBE to GOEO is to be forwarded to Waterford by January 31st annually for subsequent follow up by Waterford.

Data sharing details:

- **GOEO** will share the following data elements with **USBE** for the purpose of data matching:
 - o For students participating in the Waterford program for the previous school year, the following data elements:
 - Student full name
 - Student date of birth
- **USBE** will return to **GOEO** the following data:
 - o Based on data match, list of students **not** found to be enrolled in a Utah public Kindergarten program
 - Student full name
 - Student date of birth
 - SSID

2. Evaluation and Training Institute (ETI) Notes on USBE Data Necessary to Conduct the UPSTART Evaluation

Description:

The UPSTART program evaluator, ETI, uses student data collected by the USBE to analyze program impacts on student learning, a core task outlined in Utah legislation. The data are transferred to ETI on a yearly basis, usually by August 1st. Data from three sources are requested: PEEP (Pre-Kindergarten Entry and Exit Profile), Acadience results for Kindergarten students (replacing KEEP (Kindergarten Entry and Exit Profile) for our Kindergarten year analysis starting in SY2024/2025), and other student data collected from the Student Information System (SIS) for Kindergarten students.

The UPSTART evaluation contract amendment #4 extension was executed before the USBE informed ETI that they did not believe data sharing was possible outside of the original USBE contract end date (June 30, 2024). To complete the UPSTART evaluation kindergarten analysis, as listed in the contract amendment #4, ETI needs to receive KEEP data (the kindergarten version of the PEEP) from USBE.

Data Sharing Details:

USBE will share with **ETI**, for all Utah students which are in Kindergarten for the program impact analysis year, the following data elements:

A. PEEP

PEEP student testing data are requested for the preschool year program impact analysis:

- PEEP Entry and Exit literacy scale scores
- PEEP Entry and Exit literacy performance level scores
- PEEP Entry and Exit literacy test item scores
- PEEP Entry and Exit numeracy scale scores
- PEEP Entry and Exit numeracy performance level scores
- PEEP Entry and Exit numeracy test item scores
- PEEP student demographic data (where available, understanding that some cases/students do not have demos; variable/database field names are copied from the USBE data file):
 - ssid
 - race
 - everlowincome (low-income status)
 - everspecialed (SPED status)
 - everenglishlearner (ELL status)
 - gender

B. Acadience

Acadience student testing data are requested for the kindergarten year program impact analysis:

- Reading Composite Score (Beginning of Year (BOY), Middle of Year (MOY) and End of Year (EOY))
- Reading Composite Benchmark Level (BOY, MOY and EOY)
- First Sound Fluency (BOY, MOY)
- Phoneme Segmentation Fluency (MOY, EOY)
- Nonsense Word Fluency/Correct Letter Sounds (MOY, EOY)
- Math Composite Score (BOY, MOY and EOY)
- Math Composite Benchmark Level (BOY, MOY and EOY)
- Beginning Quantity Discrimination (BOY, MOY and EOY)
- Number Identification Fluency (BOY, MOY and EOY)
- Next Number Fluency (BOY, MOY and EOY)
- Acadience demographic data are requested (variable/database field names are copied from the USBE data file):
 - ssid
 - last (last name)
 - first (first name)
 - dob (date of birth)
 - boydistrict (beginning of year district)
 - boyschool (beginning of year school)
 - boyLEA_nbr (beginning of year LEA number)
 - schl_nbr (school number)
 - grade

C. Other student data collected from the Student Information System (SIS):

The following SIS data are requested (variable/database field names are copied from the USBE data file):

- school_year
- ssid
- last_name
- first_name
- birthdate
- LEA_nbr
- District
- School
- school_nbr

- CompositeLEASchoolNumber
- grade
- Female
- Race
- special_ed
- SEC_504
- low_income
- Title1
- ELL
- language
- locale_code
- KinderType

3. Any other agreed upon information needed by ETI or GOEO to complete assessment.

(If necessary, other data may be described and added to the scope of this Agreement by the parties through an amendment to this Agreement.)