



# 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"(s), each individually a "Party" and together the "Parties".

### Marieke Timmer

Name of Researcher #1

### University of Utah, College of Education, Education Leadership & Policy Ph.D. Program

Name of University, Organization, or Entity

### 1721 Campus Center Dr

Address

**Salt Lake City**

**Utah**

**84112**

**<https://elp.utah.edu>**

City

State

Zip

Website

**marieke.timmer@utah.edu**

### LEGAL STATUS OF RESEARCHER

Sole Proprietor	<input type="checkbox"/>
Non-Profit Corporation	<input type="checkbox"/>
For-Profit Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Government Agency	<input checked="" type="checkbox"/>

### AGREEMENT PERIOD:

Effective Date:

**May 10, 2025**

Termination Date:

**May 1, 2027**

, unless terminated early or extended in accordance with the terms and

conditions of this agreement.

Renewal Options, if any:

**None**

### 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: Curriculum Vitae for external researcher(s)

ATTACHMENT D: Additional Scopes of Research if applicable

### 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.

*Draft 1*

*This agreement is for consideration in the June 2025 Law and Licensing Committee meeting.*

*Contact: Katy Challis, Director of Privacy, [katy.challis@schools.utah.gov](mailto:katy.challis@schools.utah.gov)*

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

<b>USBE CONTACT PERSON:</b>	Name/Title:	Katy Challis, Director of Privacy, USBE
	Phone/email:	801-538-7894, katy.challis@schools.utah.gov
<b>RESEARCHER CONTACT PERSON:</b>	Name/Title:	Marieke Timmer / Primary Researcher
	Phone/email:	+1 702-2905695 / marieketimmer94@gmail.com

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*Contact: Katy Challis, Director of Privacy, 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.
  - 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 Researcher believes could reasonably result in the use, disclosure or theft of Data within the possession or control of Researcher or Researcher's Subcontractors.
  - 1.8. **"Metadata"** includes all information created manually or automatically to provide meaning or context to other data.
  - 1.9. **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Agreement Signature Page(s).
  - 1.10. **"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.
  - 1.11. **"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.
  - 1.12. **"Subcontractors"** means any person or entity that will receive Data from Researcher shared as part of this agreement.
  - 1.13. **"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.
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

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

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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

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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:**

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- 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 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

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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 be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
- 38.3.3. Aggregated reports shall be redacted to remove identifiability risks caused by 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. Agency shall comply with and protect and maintain Data in accordance with an industry-accepted cybersecurity framework, such as the National Institute of Science and Technology (NIST) Cybersecurity Framework or the Center for Internet Safety (CIS) Controls.
- 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.
- 40.9. Researcher shall maintain data only until such time that the data is no longer needed (Term Expiration) or upon early termination of this Agreement (with Cause), whichever occurs first. At that point, the data will be destroyed within 30 days by the party holding the data, except for disclosed information possessed by any court. Researcher shall certify to USBE in writing that the data has been destroyed.

#### **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

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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 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.

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*Contact: Katy Challis, Director of Privacy, katy.challis@schools.utah.gov*

## ATTACHMENT B: SCOPE OF RESEARCH

### RESEARCH OVERVIEW:

#### PROJECT TITLE:

State the title of the study.

Analyzing Systemic Pathways and Policy for English Learners in Secondary Schools in Utah.

#### PURPOSE OF STUDY:

Provide a description of the study, including the reason the data is needed.

I am requesting access to de-identified student-level data to investigate English Learners (ELs) in Utah. ELs comprise about 10% of Utah's K-12 population (USBE, 2023). The state has implemented language support (e.g. DLI) to benefit this group, which aim to enhance language acquisition and development. In light of Utah's emphasis on improving both educational experiences and academic outcomes for ELs, this research will examine student-course-taking patterns, with particular attention to challenging academic coursework (e.g. Advanced Placement, Calculus). Analyzing course-taking patterns will provide valuable insight into educational outcomes for this demographic. **This dissertation analyzes English Learners (ELs) enrollment in challenging academic coursework in Utah High Schools.**

#### DURATION:

Enter the estimated end date of the study.

The study will end on May 1, 2027

### ADDITIONAL INFORMATION:

#### RESEARCH QUESTIONS:

List your research questions.

What are the types of course-taking sequences in Utah high schools for English Learners?  
Does EL (English Learner) status predict the likelihood of having a particular course-taking sequence?

#### VARIABLES OF INTEREST:

List specific variables.

See Data Requested

#### DATA LINKAGE:

Provide detailed information on the Data being linked, the other sources of Data, and any additional constraints to protect the linked Data.

Student-level data from the USBE data set will be linked across academic years using student identifiers. School IDs and student IDs will be kept anonymous to de-identify data. Again, no effort will be made to identify individual students or schools, and any reports will not identify individual students or schools. The data will not be linked to any other data sources.

#### ANALYTIC APPROACH:

Describe analysis.

The analytical approach consists of a three-stage methodology to examine EL coursework enrollment patterns. First, a descriptive analysis will

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establish baseline enrollment percentages on EL learners in Utah, addressing longitudinal missing data through multiple imputation, auxiliary variables, and sensitivity analysis. Second, cluster analysis using k-means in Stata will identify meaningful course-taking sequences by analyzing standardized features of progression difficulty levels (e.g., from Algebra I to Calculus), across grades 9-12, reducing potentially thousands of course combinations into interpretable patterns. Finally, ordinal logistic regression will determine whether EL status predicts placement in these identified track clusters, with cluster membership as the dependent variable and student characteristics as independent variables in addition to the grouping variable: EL/non-EL. The K-means cluster analysis will be modeled after the approach taken by Han and Colleagues (2023).

**OUTPUT:**

Researchers must provide their output to the USBE.

**OUTPUT DESCRIPTION:**

Provide a summary of the output. This section states what reports or information will be produced because of this research and where that information will go.

This research will produce outputs that will benefit Utah students and the USBE strategic focus, by enhancing understanding of ELs coursework enrollment with a focus on challenging academic coursework. Utah published the ESSA consolidated State Plan in line with the federal act, including goals for Title III English Language Acquisition and Enhancement: "A four-year monitoring plan for exited students now includes annual conferences with families and school teams to ensure increased access to challenging academic courses for post-secondary and career success" (ESSA Consolidated State Plan Utah, 2023). The findings will directly support Utah's educational objectives by providing evidence-based insights. As part of my dissertation at the University of Utah's Education, Leadership, and Policy Ph.D. program, this study will establish a data-driven framework to evaluate and improve Utah's course placement practices. The research will also contribute to scholarly knowledge through publication in peer-reviewed educational research journals, positioning Utah as a leader in addressing educational equity for English Learners and strengthening the state's capacity to support all students' academic success and post-secondary readiness.

**OUTPUT DELIVERY DATE:**

State the date when the output will be provided to USBE.

May 30th, 2026

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**DATA:****DATA REQUESTED:**

List the data requested. Add additional rows as needed.

<b>Data</b> (Data and other information requested)																																																																														
<b>Cohorts:</b>																																																																														
I am requesting data for Utah students in 12th grade in 2022, 2023, and 2024, along with their complete educational histories from kindergarten onward. This three-cohort approach is essential for establishing validity across multiple year groups rather than capturing single-cohort artifacts, for example, given Utah's assessment policy changes since 2010 (such as the transition from SAGE to RISE assessment and Utah Aspire Plus). The complete longitudinal data will enable analysis of potential historical educational interventions affecting subsequent access to advanced coursework and controlling for cumulative academic performance and language proficiency development. While a more limited approach using fewer years or cohorts remains viable, the proposed three-cohort methodology offers significantly greater analytical power to identify robust, replicable course-taking patterns and account for cohort-specific variations. This comprehensive approach will maximize the study's potential to inform evidence-based policy improvements specifically tailored to Utah's unique educational landscape and EL population, ultimately benefiting Utah students.																																																																														
<ul style="list-style-type: none"> <li>• The cohort of 2022</li> <li>• The cohort of 2023</li> <li>• The cohort of 2024</li> </ul>																																																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Cohort</th><th style="text-align: center;">2024-2025</th><th style="text-align: center;">2023-2024</th><th style="text-align: center;">2022-2023</th><th style="text-align: center;">2021-2022</th><th style="text-align: center;">2020-2021</th><th style="text-align: center;">2019-2020</th><th style="text-align: center;">2018-2019</th><th style="text-align: center;">2017-2018</th><th style="text-align: center;">2016-2017</th><th style="text-align: center;">2015- 2016</th><th style="text-align: center;">2014-2015</th><th style="text-align: center;">2013-2014</th><th style="text-align: center;">2012-2013</th><th style="text-align: center;">2011-2012</th><th style="text-align: center;">2010-2011</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td><td style="text-align: center;">K</td><td style="text-align: center;">1</td><td style="text-align: center;">2</td><td style="text-align: center;">3</td><td style="text-align: center;">4</td><td style="text-align: center;">5</td><td style="text-align: center;">6</td><td style="text-align: center;">7</td><td style="text-align: center;">8</td><td style="text-align: center;">9</td><td style="text-align: center;">10</td><td style="text-align: center;">11</td><td style="text-align: center;">12</td><td></td><td></td></tr> <tr> <td style="text-align: center;">2</td><td></td><td style="text-align: center;">K</td><td style="text-align: center;">1</td><td style="text-align: center;">2</td><td style="text-align: center;">3</td><td style="text-align: center;">4</td><td style="text-align: center;">5</td><td style="text-align: center;">6</td><td style="text-align: center;">7</td><td style="text-align: center;">8</td><td style="text-align: center;">9</td><td style="text-align: center;">10</td><td style="text-align: center;">11</td><td style="text-align: center;">12</td><td></td></tr> <tr> <td style="text-align: center;">3</td><td></td><td></td><td style="text-align: center;">K</td><td style="text-align: center;">1</td><td style="text-align: center;">2</td><td style="text-align: center;">3</td><td style="text-align: center;">4</td><td style="text-align: center;">5</td><td style="text-align: center;">6</td><td style="text-align: center;">7</td><td style="text-align: center;">8</td><td style="text-align: center;">9</td><td style="text-align: center;">10</td><td style="text-align: center;">11</td><td style="text-align: center;">12</td></tr> </tbody> </table>															Cohort	2024-2025	2023-2024	2022-2023	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015- 2016	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011	1	K	1	2	3	4	5	6	7	8	9	10	11	12			2		K	1	2	3	4	5	6	7	8	9	10	11	12		3			K	1	2	3	4	5	6	7	8	9	10	11	12
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<b>Data Elements (based on Clearinghouse UTREx files):</b>																																																																														
For students in the cohorts described above, the following data elements for the duration of the student's enrollment in Utah schools:																																																																														
<ul style="list-style-type: none"> <li>• <b>Variables Student-level Achievement (K-12):</b> <ul style="list-style-type: none"> <li>◦ AAPPL (grades 3-9)</li> <li>◦ SAGE/ RISE (grades 3-8)</li> <li>◦ Utah Aspire Plus (grades 9-10)</li> <li>◦ ACT (grade 11)</li> </ul> </li> </ul>																																																																														

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- KEEP (Kindergarten)
- WIDA/ACCESS (grades 1-12)
- Acadience (grades K-3)
- **English Language Learner Data:**
  - Student English Language Learner Status
  - ELL native language and parent language
  - ELL instruction type
  - ELL monitored entry date
  - EL proficiency assessment
  - EL state software
- **Student Records:**
  - identifiers (student ID, school ID, district ID, and school number)
  - statewide student number (SSID)
  - birth date
  - sex
  - ethnicity
  - grade level
  - entry date
  - exit date & code
  - total number of days enrolled
  - high school comp status
  - part-time
  - economic disadv
  - chronic absenteeism
  - first enroll in US
  - Special Ed status
  - Kindergarten type
  - refugee student
  - immigrant
  - reading intervention
  - early numeracy intervention
  - LEA number
  - mesa program
  - gifted program
  - 504 services
  - Individualized Education Program
  - cumulative GPA
  - SCRAM disability category
- **Course enrollment:**
  - student identifier that can be linked to student records
  - school course title
  - core code (course ID/course title)

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- core short description
- credits earned
- credits attempted
- course school name
- college granting CR (concurrent enrollment credit)
- concur enrollment (student attempting college credit indicator)
- course-taking period (e.g. Fall 2023)

- **School Characteristics.** Are there any school-related variables I can link to the student data, specifically middle and high school? For example: ratio EL/native-speaking students, courses offered, and percentage of disadvantaged students in school.

No effort will be made to identify individual students or schools, and any reports will not identify individual students or schools. Bill Altermatt (Utah Education Policy Center, UEPC) will serve as an advisor on handling the data and help me understand the meaning of the data, while I will be the primary researcher on the agreement. His expertise in data privacy will be invaluable. I have completed the data privacy training he developed for the UEPC in my role as a graduate assistant for the UEPC, ensuring I am fully prepared to protect the data according to established protocols. Additionally, my dissertation chair David Woo has experience working with the USBE data as a research affiliate of the UEPC.

**DELIVERY:**

Desired delivery date: May 2025

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

Researcher will conduct on-premise research.

Other (explain): \_\_\_\_\_

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**ROLES:**

		Name	Title
<b>RESEARCHER</b>	Data Steward:	Marieke Timmer	Primary Researcher
<b>USBE</b>	Data Quality Manager:	Aaron Brough	Director of Data and Statistics

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## ATTACHMENT C CURRICULUM VITAE

### Marieke Timmer

Salt Lake City, Utah | marieke.timmer@utah.edu

#### **EDUCATION**

University of Utah	2021 - present
Ph.D. Education, Leadership and Policy (expected completion March 2026)	
Utrecht University	
M.S., Educational Sciences	2021
Thesis: Evaluating Implementation of "The Leader in Me" School Interventions	
Thomas More Hogeschool	
B.A., Education, Elementary School Teaching Certificate	2015
Specialization: Cultural Education	

#### **RESEARCH EXPERIENCE AND PUBLICATIONS**

Review of Educational Research (RER) (R&R)	2023 – present
Laura Rogers, Tuan Nguyen, Marieke Timmer, Josh Samson.	
"Principal Burnout: A Systematic Review."	
University Council for Educational Administration (UCEA)	2024
Graduate Summit Research Conference Presentation	
Off Track? Exploring the Link Between Home Language and Student Tracking in the Netherlands	
Association for Education Finance & Policy (AEFP)	2023
Research Conference Presentation	
Principal Burnout: A systematic Review (co-author)	
American Education Research Association (AERA)	2023
Research Conference Poster Presentation	
Principal Burnout: A systematic Review (co-author)	

#### **ACADEMIC WORK EXPERIENCE**

University of Utah - College of Education	
Graduate Assistant at Utah Education Policy Center (UEPC)	2022 - present
Graduate Assistantship with Dr. Laura Rogers	2021 - 2022
University of Utah - School of Medicine	2022
Student Consultant at MedEdMorphosis project	

#### **EVALUATION REPORTS**

##### Utah Education Policy Center Evaluation Reports

Altermatt, E. R., Timmer, M., Doane, M., Altermatt, T. W., & Rorrer, A. K. (2023). *Best Practices for Creating Strong Blended Learning Environments for Mathematics in Utah: Teacher and Student Survey Results*. Salt Lake City, UT: Utah Education Policy Center.

Altermatt, E. R., Rorrer, A. K., Altermatt, T. W., Doane, M., & Timmer, M. (2023a). *Blended Learning Research Brief No. 1. Associations Between Math Learning Software Use and Personalized, Competency-Based Instructional Strategies*. Salt Lake City, UT: Utah Education Policy Center.

Altermatt, E. R., Rorrer, A. K., Altermatt, T. W., Doane, M., & Timmer, M. (2023b). *Blended Learning Research Brief No. 2. Associations Between Student Attitudes Toward Math and Math Learning Software Use*. Salt Lake City, UT: Utah Education Policy Center.

Altermatt, E. R., Rorrer, A. K., Altermatt, T. W., Doane, M., & Timmer, M. (2023c). *Blended Learning*

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*Research Brief No. 3. Associations Between Teachers' Goals for Students' Math Software Use and Teachers' Perceptions of the Value of Software.* Salt Lake City, UT: Utah Education Policy Center.  
Altermatt, E. R., Timmer, M., Wisham, L., & Rorrer, A. K. (2023). *Utah STEM Action Center's Math Introduction and Learning Opportunities (MILO) and Friends Program: 2022-2023 Evaluation Report.* Utah Education Policy Center.

#### **TEACHING EXPERIENCE**

Homeroom Teacher at Middle School Tokyo West International School in Japan International Baccalaureate curriculum Evaluation report on schoolwide assessment design for bilingual students	2019 - 2020
Homeroom Teacher Elementary Schools in The Netherlands Rotterdamse Vereniging Katholiek Onderwijs (RVKO)	2015 - 2019 2020 - 2021

#### **HONORS AND AWARDS**

Diana G. Pounder Educational Leadership Fellowship	2024 - 2025
Elmo R. and Frances Bennion Morgan Fellowship	2024 - 2025
Elmo R. and Frances Bennion Morgan Fellowship	2022 - 2023

#### **LANGUAGES**

Dutch
English

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