

The standard data elements requested, and their intended use are listed below.

Student Data

Scrambled student identification number (de-identified) (from the state or district) that can be linked across years. – Used to create longitudinal student-level records necessary for the study.

Race – Used as part of the matching process to insure appropriate comparison group.

Gender – Used as part of the matching process to insure appropriate comparison group.

Status, Meal (FRL Eligibility) – Used as part of the matching process as a proxy for socio-economic status to insure appropriate comparison group.

Status, Title 1 – Aggregated to school-level as indicator of school poverty-level

Status, Gifted/Talented – Used as an indicator of student academic ability

Status, Special Education – Used as part of the matching process to insure appropriate comparison group.

Disability Code – Used as part of the matching process to insure appropriate comparison group.

Status, English Language Learner (ELL) – Used as part of the matching process to insure appropriate comparison group.

Status, Migrant – Used as an indicator of possible high student mobility.

Status, Homeless – Used as an indicator of possible high student mobility.

Raw/Scaled score (math, ELA) – Math and ELA raw and scaled scores on the statewide assessment. Used to estimate academic achievement in a given year.

Student Accommodation (math, ELA) – Indicator of accommodations made for students on math and/or ELA statewide assessment. Used as part of the matching process to insure appropriate comparison group.

Subject/Test Name (e.g., math, PARCC, Algebra I, English II) – Indicator of the exam taken by grade-level, test form, and EOC subject. Used as part of the matching process to insure appropriate comparison group.

Test Date – Used as part of the matching process to insure appropriate comparison group.

Tested Grade – Used as part of the matching process to insure appropriate comparison group.

CSEM/ Test Reliability – Used as part of the analytic process to estimate the impact of test reliability on effect estimates.

SAT/ACT Test Information – To estimate academic achievement and as measure of college readiness.

Enrollment Data

LEA, School – Used as part of the matching process to insure appropriate comparison group. Used to track student enrollment patterns for students attending schools of choice.

School Name – Used as part of the matching process to insure appropriate comparison group. Used to track student enrollment patterns for students attending schools of choice.

LEA, District of Residence (when available) – Used as part of the matching process to insure appropriate comparison group and to create typical feeder patterns for schools.

District Name – Used as part of the matching process to insure appropriate comparison group and to create typical feeder patterns needed to identify unusual enrollment patterns associated with selective filtering of students.

Charter Status – Used as part of the matching process to insure appropriate comparison group. Used to track student enrollment patterns for students attending schools of choice.

Juvenile Detention Center – Used as part of the matching process to insure appropriate comparison group.

Grade Level – Used as part of the matching process to insure appropriate comparison group.

Entry Code – Used to trace type of transfer/enrollment

Date, Entry – Used to determine days in school of choice, timing of transfers

Status, Dropout – Used for computation of graduation rates for secondary schools.

Dropout/Withdrawal – Used for computation of graduation rates for secondary schools.

Date, Dropout/Withdrawal – Used for computation of graduation rates for secondary schools. Used for assignment of student to school attended when school attended differs from test site school.

Fiscal Year – Used as part of the matching process to insure appropriate comparison group.

Graduate Status – Used for computation of graduation rates for secondary schools.

Graduation Date – Used for computation of graduation rates for secondary schools.

Post-Secondary Readiness – Used for computation of graduation rates and school performance metric.

Needed for all students from 9th grade forward.

International Baccalaureate (IB) participation – Used for school performance metric and measure of college readiness.

AP Participation – Used for school performance metric and measure of college readiness.

AP Pass Status – Used for school performance metric and measure of college readiness.

Dual Enrollment Credits Earned – Used for school performance metric and measure of college readiness.

Attendance Data

Status, Enrollment – Used as part of the matching process to insure appropriate comparison group.

Days Present Quarter 1 – Used for assignment of student to school attended when school attended differs from test site school.

Days Absent Quarter 1 – Used for assignment of student to school attended when school attended differs from test site school.

Days Present Quarter 2 – Used for assignment of student to school attended when school attended differs from test site school.

Days Absent Quarter 2 – Used for assignment of student to school attended when school attended differs from test site school.

Days Present Quarter 3 – Used for assignment of student to school attended when school attended differs from test site school.

Days Absent Quarter 3 – Used for assignment of student to school attended when school attended differs from test site school.

Days Present Quarter 4 – Used for assignment of student to school attended when school attended differs from test site school.

Days Absent Quarter 4 – Used for assignment of student to school attended when school attended differs from test site school.


AMENDMENT #1
to Extend Term

This Amendment is made to that USBE Application for External Research Data Sharing Agreement previously executed by and between the Utah State Board of Education and CREDO at Stanford, with effective date of March 7, 2018.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed Agreement effective June 5, 2019, as follows:


VIII. Duration of Study is hereby amended to extend the term of this Agreement through **December 31, 2023**

All other terms and conditions that are not hereby amended are to remain in full force and effect.



Gary J. Podesta, Esq.
Senior Contract Officer
Office of Research Administration
Stanford University

Date June 5, 2019



Sydnee Dickson, Ed.D.
Utah State Superintendent of Public Instruction

Date 8/28/19

APPENDIX A – USBE Application for External Research Data Sharing Agreement

Contact Information:

Utah State Board of Education

Dr. Whitney Phillips

Chief Privacy Officer

Whitney.phillips@schools.utah.gov

801-538-7523

I. External Researcher Information

A. Name of primary researcher(s),

Margaret Raymond

title,

Director

B. organization,

CREDO at Stanford University

C. brief description of the organization,

CREDO at Stanford University produces rigorous, non-partisan research and evaluation to enhance the body of empirical evidence, driving education policy decisions toward improved education outcomes for all students. Established at the University of Rochester in 1999 and relocated to Stanford University one year later, CREDO has become a leading independent voice in the discussion of how to improve education in America, with an emphasis on rigorous program and policy analysis as the means of informing and improving education decision making.

Our primary aim at CREDO is to support educators and policymakers in using the insights that come from sound research to shape program and policy development. We focus on asking the right questions and delivering statistically sound answers as the basis for assessing the effectiveness of education initiatives. We also work to align expectations among key groups around how a quality school performs and how different stakeholders can work together to ensure accountability and academic excellence.

D. address,
CREDO at Stanford
434 Galvez Mall
Stanford CA 94035

E. phone

650.725.3431

F. e-mail,

Email contacts: Sarah Marks, Research Administrator smarks1@stanford.edu

Lauren Bierbaum, Senior Research Analyst bierbaum@stanford.edu

G. website, <http://credo.stanford.edu/>

H. USBE Sponsor
NA

I. Attach Curriculum vitae for external researcher(s).
(Submitted under separate cover)

II. Purpose

CREDO Research Projects: 2017-2020

Study 1: National Charter School Study III

There are four advantages to USBE of this updated CREDO national study. First, the analysis can illuminate current performance of the sector as a whole and for a large number of subsets, including: by state, by student subgroup, by student eligibility for federal support programs and by school attributes. This portion of the study will be expanded to review the efforts of various national organizations to shape the charter landscape with concentrated funding. Second, since we expect to use the same study design as in earlier studies, we can probe performance trends over time. Third, the long-standing partnership with multiple states means we can examine trends across states and over time; no other approach can test the influence of policy conditions and changes to them. Finally, we can ground growth and achievement results in the larger context of national variation in absolute performance using NAEP results, so that results are considered within the context of real differences in the quality of state education systems.

Study 2: School Improvement

The creation of "improvement paths" and comparisons to other non-improving schools with similar make-up will allow us to identify pockets of improved performance. Factors such as time

to improvement and consistency of results over time are crucial to determining which schools are best serving all students. Moreover, the proposed qualitative probing of the conditions prior to, during, and following the turn-around for the schools with the most significant progress will allow for the identification of emerging promising practices that can ultimately be studied more directly and, where appropriate, scaled to more schools.

Study 3: Cream Skimming

The identification of cream skimming phenomena will help USBE better manage enrollment, accountability processes, and build a more equitable system of public education statewide across their charter and TPS sectors.

3. Potential Risks to USBE

There are no anticipated risks to USBE of any of the three proposed studies.

4. Will the requestor use this data for marketing purposes?

No

5. Will the requestor sell this data?

No

III. Roles

- A. The Data Steward for this use case is Lauren Bierbaum, Senior Research Analyst, CREDO at Stanford, bierbaum@stanford.edu, 650.725.6169
- B. USBE's Data Quality manager is Aaron Brough.
- C. Data may only be accessed, viewed, or used by the Researcher staff identified in this Appendix. Researcher may identify additional staff who require access to Data and provide that request to USBE in writing for review and consideration. Researcher staff with permission to view, access, or use Data include:

Chunping Han, Justin Luu, William Payton Richardson, William Snow

II. Request

- A. Summary of what USBE data are being requested:

Student Data

Scrambled student identification number (de-identified) (from the state or district) that can be linked across years. – Used to create longitudinal student-level records necessary for the study.

Race/Ethnicity – Used as part of the matching process to insure appropriate comparison group.

Gender – Used as part of the matching process to insure appropriate comparison group.

Economic Disadvantaged/Meal Status – Used as part of the matching process as proxy for socio-economic status to insure appropriate comparison group.

Status, Title 1 – Aggregated to school-level as indicator of school poverty-level

Status, Gifted/Talented – Used as an indicator of student academic ability

Status, Special Education – Used as part of the matching process to insure appropriate comparison group.

Disability Code – Used as an indicator of demonstrated filtering of students with disabilities by schools of choice.

Status, Immigrant – Used as an indicator of demonstrated filtering of immigrant students by schools of choice.

Status, English Language Learner (ELL) – Used as part of the matching process to insure appropriate comparison group. Used as an indicator of demonstrated filtering of ELL students by schools of choice.

Former ELL/LEP Monitored – Used as an indicator of demonstrated filtering of ELL students by schools of choice.

ELL/LEP Entry Date – Used as an indicator of demonstrated filtering of ELL students by schools of choice.

ELL/LEP Exit Date – Used as an indicator of demonstrated filtering of ELL students by schools of choice.

ESL Waived Services Date – Used as an indicator of demonstrated filtering of ELL students by schools of choice.

Status, Primary Home Language – Used as an indicator of demonstrated filtering by language of student by schools of choice.

Status, Migrant – Used as an indicator of demonstrated filtering of migrant students by schools of choice.

Status, Homeless – Used as an indicator of demonstrated filtering of homeless students by schools of choice.

Status, Retention – Used as an indicator of demonstrated filtering by previous academic achievement by schools of choice.

Raw/Scaled score (math, ELA) – Math and ELA raw and scaled scores on the statewide assessment. Used to estimate academic achievement in a given year.

Student Accommodation (math, ELA) – Indicator of accommodations made for students on math and/or ELA statewide assessment. Used as part of the matching process to insure appropriate comparison group.

Subject/Test Name (e.g., math, PARCC, Algebra I, English II) – Indicator of the exam taken by grade-level, test form, and EOC subject. Used as part of the matching process to insure appropriate comparison group.

Test Date – Used as part of the matching process to insure appropriate comparison group.

Tested Grade – Used as part of the matching process to insure appropriate comparison group.

CSEM/ Test Reliability – Used as part of the analytic process to estimate the impact of test reliability on effect estimates.

SAT/ACT Test Information – To estimate academic achievement and as measure of college readiness.

Enrollment Data

LEA, School – Used as part of the matching process to insure appropriate comparison group. Used to track student enrollment patterns for students attending schools of choice.

School Name – Used as part of the matching process to insure appropriate comparison group. Used to track student enrollment patterns for students attending schools of choice.

LEA, District – Used as part of the matching process to insure appropriate comparison group and to create typical feeder patterns needed to identify unusual enrollment patterns associated with selective filtering of students.

District Name – Used as part of the matching process to insure appropriate comparison group and to create typical feeder patterns needed to identify unusual enrollment patterns associated with selective filtering of students.

Charter Status – Used as part of the matching process to insure appropriate comparison group. Used to track student enrollment patterns for students attending schools of choice.

Juvenile Detention Center – Used as part of the matching process to insure appropriate comparison group.

District/School of Residence – Used to track inter-district transfers.

Grade Level – Used as part of the matching process to insure appropriate comparison group.

Entry Code – Used to trace type of transfer/enrollment

Date, Entry – Used to determine days in school of choice, timing of transfers

GPA – Used as an indicator of academic performance

Consolidated LEA – Used to determine tendency or patterns in transfers

School Choice Program Participation – Used to determine tendency or patterns in transfers

Legal Transfer – Used to determine tendency or patterns in transfers

School Choice (Within District Transfer) – Used to determine tendency or patterns in transfers

School Choice (Outside of District Transfer) – Used to determine tendency or patterns in transfers

School Improvement Status of Attended School – Used to determine tendency or patterns in transfers

Receiving LEA – Used to determine tendency or patterns in transfers

Sending/Receiving LEA – Used to determine tendency or patterns in transfers

Displaced District State – Used to determine tendency or patterns in transfers

Fiscal Year – Used as part of the matching process to insure appropriate comparison group.

Graduate Status – Used for computation of graduation rates for secondary schools.

Graduation Date – Used for computation of graduation rates for secondary schools.

Post-Secondary Readiness – Used for computation of graduation rates and school performance metric. Needed for all students from 9th grade forward.

International Baccalaureate (IB) participation – Used for school performance metric and measure of college readiness.

AP Participation – Used for school performance metric and measure of college readiness.

AP Pass Status – Used for school performance metric and measure of college readiness.

Dual Enrollment Credits Earned – Used for school performance metric and measure of college readiness.

Attendance Data

Status, Enrollment – Used as part of the matching process to insure appropriate comparison group. Used to track student enrollment patterns for students attending schools of choice.

Status, Dropout – Used as an indicator of “counseling out” of challenging students.

Dropout/Withdrawal – Used as an indicator of “counseling out” of challenging students.

Date, Dropout/Withdrawal – Used as an indicator of “counseling out” of challenging

students. Days Present Quarter 1 – Used as an indicator of “counseling out” of challenging students.

Days Absent Quarter 1 – Used as an indicator of “counseling out” of challenging students.

Days Present Quarter 2 – Used as an indicator of “counseling out” of challenging students.

Days Absent Quarter 2 – Used as an indicator of “counseling out” of challenging students.

Days Present Quarter 3 – Used as an indicator of “counseling out” of challenging students.

Days Absent Quarter 3 – Used as an indicator of “counseling out” of challenging students. Days Present

Quarter 4 – Used as an indicator of “counseling out” of challenging students. Days Absent Quarter 4 –

Used as an indicator of “counseling out” of challenging students.

1. Desired delivery date
August 1, 2017

2. Include level of data being requested
 - Student (De-identified)
 - Other: See above data elements requested

3. Data Category
 - Accountability (AYP, NCLB)
 - Assessment (CRT, NAEP, DWA, etc.)
 - Career & Technical Education
 - Class Size
 - Course Enrollment
 - Data on Schools (i.e. how many, location, type)
 - Electronic High School
 - English Language Learners
 - Enrollment
 - Federal Programs
 - Free & Reduced Price Lunch
 - Graduation/Dropout
 - Progress Scores
 - Race/Ethnicity
 - Special Education
 - Youth In Care (YIC)

Additional Information:

V. Output

CREDO produces reports that are written for the non-technical reader, supported by technical appendices that explain the study in more scientific terms. Our commitment to our state partners includes sharing reports prior to release and providing briefings for policy leaders and funders to ensure their familiarity with the results and implications. We are also available for extended consultations with state leaders if desired.

VI. Data Linkage

The data provided will be combined with school-level descriptive data from the National Center for Education Statistics (NCES). The NCES data includes school characteristics such as level, locale, grades served, etc. All data will be maintained on secured servers with access restricted to necessary Stanford personnel only.

VII. Participating Agencies

The Utah State Board of Education (USBE) will be sharing data with CREDO at Stanford University.

VIII. Duration of Study

The study referenced in this Appendix will end on December 31, 2020.

IX. Research Questions, Variables of Interest, and Analytic Approach


<p>Study 1: National Charter School Study III</p> <p>In 2009 and 2013, CREDO produced reports that analyzed the performance of charter schools across the country. Utilizing student-level data from State Education Agency administrative datasets under FERPA-compliant terms of use, CREDO has the unique ability to compile a nearly complete picture of charter schools and their effect on student learning.</p> <p>Four years have passed since the last report and the landscape has changed in significant ways. Not only have an additional 1000 charter schools begun operations, but new applications of charter approaches have emerged, such as using charter schools to turn around under-performing schools or address gaps in the continuum of education programs. Additionally, federal funding for start-ups and philanthropic support of charter school development has become more focused geographically and programmatically.</p> <p>It is time to complete an updated and expanded analysis of the national charter school landscape. With NCSS III, CREDO will</p>	<p>Study 1:</p> <p>Student Data</p> <p>Scrambled student identification number (de-identified) (from the state or district) that can be linked across years. – Used to create longitudinal student-level records necessary for the study.</p> <p>Race – Used as part of the matching process to insure appropriate comparison group.</p> <p>Gender – Used as part of the matching process to insure appropriate comparison group.</p> <p>Status, Meal (FRL Eligibility) – Used as part of the matching process as a proxy for socio-economic status to insure appropriate comparison group.</p> <p>Status, Title 1 – Aggregated to school-level as indicator of school poverty-level</p> <p>Status, Gifted/Talented – Used as an indicator of student academic ability</p> <p>Status, Special Education – Used as part of the matching process to insure appropriate comparison group.</p> <p>Disability Code – Used as part of the matching process</p>	<p>Our research employs a unique quasi-experimental matching design called the “Virtual Control Record” that exploits the student-level administrative datasets to identify students in traditional public schools (TPS) who are exact matches for students enrolled in charter schools. For each charter school, we only select matches among students who attend any of the TPS that have had students transfer to the charter school. In this way, each charter school has its own particular set of schools to provide student matches, which earlier analysis has shown to be highly productive for identifying exact peers to serve as control cases. This approach produces match rates that exceed 75 percent of tested students, and in many cases reach 90-percent levels. Our method has been critically assessed in peer-reviewed journals and shown to be the best quasi-experimental approach to producing highly reliable estimates (compared to experimental design estimates) and outstanding representativeness of the full population of charter schools (Fortson 2015).</p> <p>Additionally, for Study 2: School Improvement, We propose a mixed-methods study that will use the existing data from CREDO’s forthcoming closure study and more recent estimates of</p>
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X. Regulations that Apply

- B. FERPA (34 CFR Part 99, section 99.3)
- C. The Student Data Protection Act, U.C.A §53A-1-1401 *et seq.* (“SDPA”).

XI. Signatures

To further the collection and analysis of Utah educational Data, USBE and Researcher agree to the cooperative sharing of Data between the Parties pursuant to the conditions set forth herein.

Signature:  Date: 3/5/18
Primary Researcher Title: Industrial Contracts officer
Organization: The Board of Trustees of the Leland Stanford Junior University

External Research Data Sharing Agreement between the Utah State Board of Education (USBE) and The Board of Trustees of the Leland Stanford Junior University on behalf of CREDO

This Research Data Sharing Agreement (Agreement) is entered into by and between the Utah State Board of Education (USBE), 250 East 500 South Salt Lake City, UT 84114 and The Board of Trustees of the Leland Stanford Junior University (Researcher), whose address is 3000 El Camino Real, Building 5, Suite 300, Palo Alto, CA 94306, each individually a Party and together the Parties.

I. Definitions

- A. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

- B. “Data” includes Student Personally Identifiable Information and Educator Data.
- C. “Data Breach” means a breach of security of Data.
- D. “Data Governance” means the oversight of data quality, data management, data policies, business process management, and risk management surrounding the handling of Data, and includes a set of processes that ensures that important Data assets are formally managed throughout the Party’s department, organization, or enterprise.
- E. “Data Governance Manager” means the individual responsible for the implementation and oversight of the Party’s data management goals, standards, practices, processes, and policies.
- F. “Data Owner” is the individual with responsibility and authority for an entrusted data resource. The data owner takes ownership of the operational, technical, and informational management of the PII.
- G. “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.
- H. "Destroy" means to remove Data from Researcher’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in NIST Special Publication 800-88 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Researcher’s normal course of business.
- I. “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.
- J. “Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g” means the federal law that protects the privacy of students’ personally identifiable information.
 - a. “Incident” means an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State pursuant to Student Data Protection Act, U.C.A §53A-1-1401 *et seq.* (“SDPA”).

Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a State system or Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; (iv) changes to State system hardware, firmware, or software characteristics without

the State's knowledge, instruction, or consent; or (v) a breach of this Agreement that results in the misuse or unauthorized disclosure of Data.

- K. "Student Data Protection Act", U.C.A §53A-1-1401 *et seq.* ("SDPA") Utah state statute that became effective on May 10, 2016.
- L. "Student Personally Identifiable Information (PII)" means information that is collected, maintained, generated, or inferred and that, alone or in combination, personally identifies an individual student or the student's parent or family. PII also includes 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; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
- M. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

II. Purpose and Scope of Agreement

- A. USBE is the state education agency responsible for the implementation of education laws adopted by the State of Utah. In fulfillment of law found in the Utah Revised Statutes, USBE is charged with collecting and securely maintaining data on students enrolled in the state's Local Education Agencies (LEAs).
- B. USBE and Researcher enter into this Research Data Sharing Agreement (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.
- C. This Agreement applies to all data sharing between Researcher and USBE. Specific data to be shared are outlined in attached appendices, 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.
- D. This Agreement shall expire in 12 months from the date of execution. Any Party desiring to extend the Agreement shall give at least 90 days advance notice by providing a notice of intent to renew to the other Party. Renewal shall only take

place after review and possible update by both Parties. Renewals may only be in 12-month increments and the Agreement may not extend beyond a term of 5 years.

- E. This Agreement shall be used exclusively for those uses permitted under the Family Education Rights and Privacy Act (FERPA), Utah's Student Data Transparency and Security Act, and any other pertinent federal or state statutes and regulations.

III. General Provisions

- A. Pursuant to Utah's Student Data Protection Act, USBE and LEAs cannot share student PII for the sole purpose of conducting external research.
- B. USBE reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to Data and all related content.
- C. Researcher shall comply with the Family Education Rights and Privacy Act (FERPA), Utah's Student Data Protection Act, and any other pertinent federal or state statutes and regulations.
- D. Researcher shall immediately forward to USBE's principal representative any request or demand from a third party for Data in the possession of Researcher.
- E. Upon request of USBE or of the Utah State Board of Education, Researcher shall submit its data processing facilities for an audit of the measures referred to in this Agreement by USBE or by a USBE-approved delegate.
- F. Researcher shall send USBE a written notice that includes a clear explanation of the proposed changes prior to making a material change to Researcher's privacy policies.

IV. Use of Data

- A. Researcher shall not use or share Data beyond the purposes set forth in the Appendices. Any request to use or share Data outside of this Agreement must be submitted in writing to USBE and USBE and Researcher will have to amend this Agreement or add additional Appendices that fully describe the new uses or sharing of Data.
- B. In the event the Agreement requires Researcher to store, process or transfer Data, Researcher shall store, process, and transfer Data only in or to facilities located within the United States.
- C. During the term of this Agreement, if USBE requests the destruction of data collected, generated or inferred as a result of this Agreement, Researcher shall Destroy the information within five calendar days after the date of the request unless:

- D. If Researcher seeks to share or publically release Data, Researcher must de-identify or aggregate student-level data prior to releasing the data publically. The following requirements apply for Data to be considered Aggregate Data:
1. Data to be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
 2. Researcher agrees to not report or publish Subject Data in any manner that discloses students' identities in accordance with the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99-31 (a) (6), such as publishing performance data for subgroups of students with a count, also known as n-size, less than 10. Researcher agrees not to make any effort to discover the identity of a subject.
 3. Simple removal of direct identifiers from the Data to be released shall not constitute adequate de-identification.
 4. Researcher shall de-identify Data to remove cumulative re-identification risks.
 5. Researcher shall remove all Data that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources would allow for identification of a particular student.
 6. Researcher shall have specific steps and methods used to de-identify or aggregate Data to protect the confidentiality of individuals. Researcher shall, at the request of USBE, provide USBE with a document that lists the steps and methods Researcher shall use to de-identify Data.
- E. Prior to public dissemination/release, Researcher shall provide an electronic copy of each report or publication researcher produces using USBE data to the USBE's State Superintendent of Public Instruction at least 10 business days prior to the public release reports or documentation generated as a result of using. USBE will ensure that access to the report is permitted on a need-to-know basis only for this verification purpose and will protect the report from public dissemination or release.
- F. USBE reserves the right to receive a final copy of the research report and post that report on USBE's public facing website.
- G. Researcher understands that the USBE may publish annotated bibliographic information about the researcher's work but will not reproduce the report for

distribution outside of the USBE without express written permission from the copyright holder.

V. Disallowed Activities

- A. Researcher shall not disclose Data to any third party.
- B. Researcher may not use Data in a manner that is inconsistent with Researcher's privacy policy.
- C. Researcher shall not sell Data, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of Researcher, or any assets of Researcher, by another entity, so long as the successor entity continues to be subject to the provisions of this Agreement.
- D. Researcher shall not use or share Data with any party for the purposes of Targeted Advertising to students.
- E. Researcher shall not use Data to create a personal profile of a student other than for supporting the purposes authorized by USBE or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
- F. Researcher shall not publish reports with a cell size of less than 10 or that includes Data that has not been aggregated or de-identified as specified in this Agreement. Any Data that is not properly de-identified or aggregated and is publically released by Researcher will be considered an Incident.
- G. Researcher shall not maintain or forward PII to or from any other facility or location outside of the Researcher's organization.
- H. There shall be no disclosure of Data to government agencies outside of the state.

VI. Data Security

- A. Researcher shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Data. At a minimum, the information security program shall include the requirements listed in this Section VI – Data Security.
- B. Researcher shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Agreement. Researcher shall take full responsibility for the security of all Data in its possession, and shall hold USBE harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Researcher shall provide for the security of Data, in a form acceptable to USBE, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access

- security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
- C. Researcher shall provide USBE or its designated representatives with access, subject to Researcher's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of Data and evaluating physical and logical security control effectiveness.
 - D. Researcher shall use whatever reasonable means it deems necessary to ensure that none of its employees or agents who have access to Data have been convicted of or plead guilty to a crime against minors nor are currently on a government sex offender registry. Researcher shall have strong access controls, including role-based access to ensure that only authorized individuals have access to Data.
 - E. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
 - F. Researcher shall protect all Data with a complex password. Researcher shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Researcher shall periodically change passwords and shall ensure passwords are not reused. Researcher shall have password locks for laptops and mobile devices.
 - G. Researcher shall disable and/or immediately delete unused and terminated user accounts. Researcher shall periodically assess account inactivity for potential stale accounts.
 - H. Researcher shall not share Data on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
 - I. Researcher shall implement annual intrusion penetration/vulnerability testing.
 - J. Researcher shall encrypt Data at rest on central computing systems. Researcher shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Researcher shall fully encrypt disks and storage for all laptops and mobile devices.
 - K. Researcher shall provide annual, mandatory security awareness and Data handling training for all of its employees handling Data pursuant to this Agreement.
 - L. Researcher shall install and maintain on computers accessing or processing Data appropriate endpoint security anti-virus and anti-malware software. Researcher shall ensure all Researcher's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.

- M. Researcher shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit Data. Researcher shall never send Data via email or transport Data on removable media.
- N. Researcher shall have physical security in buildings housing Data, along with controlled physical access to buildings and/or data centers.
- O. Researcher's devices used to copy or scan hard copies of Data must have encrypted storage. Researcher shall scrub storage devices when equipment is retired. Hard copies containing Data are discouraged and must be physically secured, not left unattended, and physically Destroyed.
- P. Researcher shall protect Data stored in cloud-based systems in the same manner as local Data. Use of free cloud based services is prohibited. Data shall use secondary encryption to protect Data in cloud storage. Cloud environments, when employed by Researcher, must be fully documented by Researcher and open to USBE inspection and verification. Access to Researcher's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

VII. Transparency Requirements

- A. Researcher shall facilitate access to and correction of any factually inaccurate student data in response to a request from a LEA or from USBE.
- B. Researcher acknowledges that USBE will post this Agreement to USBE's website.

VIII. Data Governance Plans

- A. Researcher agrees to have in place a Data Governance plan with support and participation from across the organization that details the organization's policies and procedures to protect privacy and data security, including ongoing management of data collection, processing, storage, maintenance, use, and destruction. USBE has the right to receive in writing a copy of Researcher's Data Governance policies and procedures..
- B. If, through these monitoring activities, vulnerability is found, Researcher must take timely appropriate action to correct or mitigate any weaknesses discovered. If Researcher's current data security policies and procedures are not posted on an externally facing website, they will be provided to USBE if requested and must include the minimum security policies and procedures set forth below:
 - 1. Privacy and Security Policies and Procedures
 - 2. Identification of a Privacy and Security Board and Officer
 - 3. Management Oversight of Privacy and Security Programs
 - 4. Sanctions for Violations of Policies and Procedures
 - 5. Reporting Potential Problems in Privacy and Security
 - 6. Incident Response and Incident Response Mitigation

7. Privacy and Security Training
8. Access Control, Minimum Necessary Access and Verification for Access to Data
9. Password Management
10. Transmitting Sensitive Information Securely including Faxing and Email
11. Log-in Monitoring
12. Workstation Security Configuration
13. Device and Media Control
14. Securing Materials with Data
15. Encryption
16. Authorizations for Personal Health Information, if applicable
17. Permitted Uses and Disclosures of PHI, if applicable
18. HIPAA Status, if applicable
19. Business Associate Status, if applicable
20. Designating Sensitive Information
21. Risk Assessments and Management
22. Change Control Procedures
23. Audit and Evaluation Procedures

IX. Data Retention and Destruction

- A. USBE may terminate this Agreement at any time, for its own convenience, for any reason, with written notice to the Requester. The Requester may terminate this Agreement for any reason, with 30 days written notice to the State.
- B. Upon request by USBE made before or within thirty (30) calendar days after termination of the Agreement, Researcher shall make available to USBE a complete and secure (i.e. encrypted and appropriately authenticated) download file of all Data.
- C. USBE retains the right to use the established operational services to access and retrieve Data stored on Researcher's infrastructure at its sole discretion.
- D. Following the termination of this Agreement, Researcher shall, within thirty (30) calendar days, Destroy all Data collected, generated, or inferred as a result of this Agreement. Researcher shall certify to USBE in writing that the Data has been Destroyed.

X. Individual Duties

- A. Researcher agrees to obtain formal Institutional Review Board (IRB) approval.
- B. All involved Data Owners will participate in the determination to provide Data based on USBE polices and applicable laws and regulations. Data Owners will also participate in any validation and risk assessments as defined in this Agreement.

- C. The Data Owner takes ownership of the operational, technical, and informational management of the Data.
- D. Each Party's Data Governance Manager is authorized, after following approved internal Data Governance policies, to approve the use of Data.
- E. The Data Steward shall manage the source system, and ensure the integrity and safety of the Data at all times.
- F. The Data Steward shall follow all security requirements outlined in this Agreement, to prevent the use or disclosure of Data not authorized by either this Agreement or the attached appendices.
- G. The Data Steward agrees to abide by all applicable state and federal laws and regulations, including FERPA, HIPAA, Utah's Student Data Protection Act, and others as specified in attached Appendices.

XI. Data Linkage

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Detailed information on the Data being linked, the other sources of Data, and any additional constraints shall be documented in the Appendix.

XII. Unauthorized Uses, Disclosures or Breaches

- A. If Researcher becomes aware of a Data Breach, it shall notify the USBE within three (3) business days and cooperate with USBE regarding recovery and remediation of the Incident, and the necessity to involve law enforcement, if any.
- B. Researcher shall be liable for the incidental and direct damages directly caused by a Data Breach attributed to Researcher. In the event of a Data Breach attributed to

Researcher, Researcher and USBE shall mutually agree upon an arrangement where USBE or its designated representatives may be provided access to information relating to the Data Breach.

XIII. Data Accuracy

- A. 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.

XIV. No Financial Obligation

- A. Except for the Researcher's financial indemnity obligation to USBE in the case of damages caused by Researcher's data security breach, this Agreement includes no additional financial terms. 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. Neither Party is authorized to enter into any arrangements or agreements for or on behalf of the other Party which could involve financial liability.

XV. Survival

- A. The respective rights and obligations of parties shall survive the termination of this Agreement with respect to Data previously shared.

XVI. Effective Date and Term

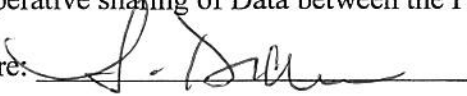
- A. This Agreement shall take effect upon its signing by all Parties.
- B. This Agreement may be amended at any time by mutual agreement of all Parties.
- C. All parties will conduct an independent review of this Agreement on an annual basis.
- D. This Agreement shall expire 12 months from the date of execution. It may be extended in yearly increments by mutual agreement of the parties up to a maximum term of 5 years. If a Party desires to extend this agreement, it must provide a notice of intent to renew no later than 90 days prior to expiration of the agreement. Under no circumstances shall the agreement be back dated or made to apply retroactively.

XVII. 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: (If this provision is used, then Para. XV should be deleted for modified)

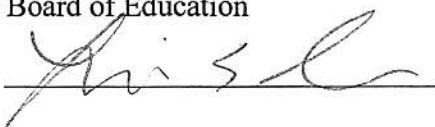
XVIII. Signatures

To further the collection and analysis of Utah educational Data, USBE and Researcher agree to the cooperative sharing of Data between the Parties pursuant to the conditions set forth herein.

Signature:  Date: 3/17/18

State Superintendent of Public Instruction

Utah State Board of Education

Signature:  Date: 3/15/18

Title: **Lisa S. Chen**
Requesting Organization **Industrial Contracts Officer**

The Board of Trustees of the Leland Stanford Junior University

- A motion to approve a request from Dixie Montessori Academy's Governing Board to increase enrollment by 25 student in the 2019 school year failed 7-6 [failed for lack of quorum]. Members Boulter, L. Cummins, Ellis, Graviet, Lear, Neilson and Stokes in favor, and Members Belnap, Cannon, Hansen, Huntsman, Riebe and Warner opposed.
- The Board approved a request from DaVinci Academy's Governing Board to increase enrollment by 150 students in the 2019 school year.
- The Board approved a request from Lincoln Academy's Governing Board to increase enrollment by 45 students in the 2019 school year.
- The Board approved a request from Scholar Academy's Governing Board to increase enrollment by 125 students in the 2019 school year.
- The Board approved a request from Spectrum Academy's Governing Board to increase enrollment by 402 students in the 2019 school year.
- The Board approved a request from Wasatch Waldorf Charter School's Governing Board to increase its enrollment by 100 students in the 2019 school year. Members Belnap and Hansen opposed.
- The Board approved and continued R277-509 *Licensure of Student Teachers and Interns*, as amended, on second and final reading.
- The Board approved and continued R277-522 *Entry Years Enhancement (EYE) for Quality Teaching - Level 1 Utah Teachers*, as amended, on second and final reading.
- The Board approved and continued R277-108 *Annual Assurance of Compliance by Local School Boards*, as amended, on second and final reading.
- The Board approved the process that student data sharing agreements with personally identifiable information (PII) or student level data will be sent to the Law and Licensing Committee for review when the data sharing agreement is requested by an outside agency or individuals.
- The Board approved the process that the following data sharing agreements will be included on the Board's consent calendar for approval: 1) USBE-solicited data sharing agreements allowing PII to be shared with a third-party provider to provide services to USBE; and 2) data sharing agreements with no PII or student level data.
- The Board approved data sharing agreements as presented with the following:
 - Utah System of Technical Colleges (UTECH).
 - Center for Research on Education Outcomes (CREDO) at Stanford. Members Boulter, L. Cummins, Ellis and Stokes opposed.