



# **NATIONAL RESEARCH STUDENT DATA PRIVACY AGREEMENT**

**LOGAN SCHOOL DISTRICT**  
and  
**UTAH EDUCATION POLICY CENTER**

Version: 1.0

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This National Research Student Data Privacy Agreement (“**NRDPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

Logan School District \_\_\_\_\_, located at 101 W Center St. Logan, UT 84321  
School District Name Street, City, State  
(the “**Local Education Agency**” or “**LEA**”)

And

Utah Education Policy Center, located at 1721 CAMPUS CENTER DRIVE, ROOM 1262, Salt Lake City,  
Researcher Name Street, City, State  
(the “**Researcher**”)

to address required FERPA’s research studies exception requirements utilizing existing data.

**WHEREAS** the Researcher seeks student data in order to conduct studies for, or on behalf of the LEA and other educational agencies or institutions pursuant to a research description; and

**WHEREAS** the Researcher and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99) and applicable state privacy laws and regulations and

**WHEREAS** the Researcher and LEA desire to enter into this NRDPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, the LEA and Researcher agreement is as follows:

1. A research description conducted, the categories of Student Data that may be provided by the LEA, and other information specific to this NRDPA are contained in the Standard Clauses hereto.

**2. Special Provisions. Check if Required**

- If checked, the Researcher has signed **Exhibit “E”** to the Standard Clauses, otherwise known as the General Offer of Privacy Terms
- If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this NRDPA in their entirety.
- If checked, the Additional Terms or Modifications and attached hereto as **Exhibit “H”** are hereby incorporated by reference into this NRDPA in their entirety.

3. In cases that specific commitments differ, Special Provisions takes precedence followed by State Provisions and the NRDPA

4. The description of purposes, scope, and duration of the research to be conducted by Researcher to LEA pursuant to this NRDPA are detailed in **Exhibit “A”** (the “**Research Statement**”).

5. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this NRDPA is:

Name: Sharon Brazell Title: IT Admin Secretary

Address: 101 W. Center St Logan, UT 8432

Phone: 435.755.2399 X1914 Email: sharon.brazell@loganschools.org

The LEA Sponsor representative for this NRDPA is:

Name: Liz Dickenson Title: Secondary Schools Director

Address: 101 W. Center St Logan, UT 84321

Phone: 435.755.2399 X1027 Email: liz.dickenson@loganschools.org

The designated representative for the Researcher for this NRDPA is:

Name: Andrea Rorrer Title: Director UEPC

Address: 1721 E. Campus Center Drive SLC UT 84112

Phone: 8015855594 Email: andrea.rorrer@utah.edu

**IN WITNESS WHEREOF**, LEA and Researcher execute this NRDPA as of the Effective Date.

**LEA [School District Name]**

By: *Sharon Brazell* Date: 12/4/23

Printed Name: Sharon Brazell Title/Position: IT Admin Secretary

**[Insert Name of Researcher]**

By: *ANDREA RORRER* Date: 12/13/2023

Printed Name: Andrea Rorrer Title/Position: Director UEPC

## **STANDARD CLAUSES**

Version 1.0

### **ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of NRDPA.** The purpose of this NRDPA is to describe the duties and responsibilities to protect existing Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. The Researcher shall be conducting research for, or on behalf of educational agencies or institutions to: (1) Develop, validate, or administer predictive tests; (2) Administer student aid programs; or (3) Improve instruction. The NRDPA fulfils the requirements of a “written agreement” under FERPA’s Studies exception.
2. **Student Data to Be Provided.** In order to perform the Research hereinafter described, LEA shall provide existing Student Data to the Researcher as identified in the Schedule of Data, attached hereto as **Exhibit “B”**. Categories of data to be supplied to the Researcher may be modified if said modification is in writing and signed by the Researcher’s and the LEA’s designated representatives.
3. **NRDPA Definitions.** The definition of terms used in this NRDPA is found in **Exhibit “C.”** In the event of a conflict, definitions used in this NRDPA shall prevail over terms used in any other writing, including, but not limited to the NRDPA or Privacy Policies.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All existing Student Data transmitted to the Researcher pursuant to the Research Agreement, identified in Exhibit B, is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Research Agreement, shall remain the exclusive property of the LEA. The Researcher further acknowledges and agrees that all copies of such Student Data transmitted to the Researcher, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this NRDPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the NRDPA, shall remain the exclusive property of the LEA.
2. **Parent Access.** The Researcher shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA’s request for Student Data in a student’s records held by the Researcher to view or correct as necessary. In the event that a parent of a student or other individual contacts the Researcher to review any of the Student Data accessed pursuant to the Services, the Researcher shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact the Researcher with a request for Student Data held by the Researcher pursuant to the NRDPA, the Researcher shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of

the request.

4. **Subprocessors**. The Researcher shall enter into written agreements with all subprocessors performing functions for the Researcher in order for activities pursuant to the NRDPA, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this NRDPA. Upon request of the LEA, the Researcher will provide a list of the subprocessors and purpose.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Research in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. The LEA shall also provide the name and contact information for the LEA identified project lead and/or alternate.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a Researcher and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. The LEA shall notify the Researcher promptly of any known unauthorized access. LEA will assist the Researcher in any efforts by the Researcher to investigate and respond to any unauthorized access.
5. **Review Process**. The LEA shall have an official process and policies for review and sign off on the project and/or identify a designated representative to work with the Researcher to ensure the requirements of this NRDPA are followed.
6. **FERPA Adherence**. The LEA shall only enter into agreements with those organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6)). The LEA must record the disclosure made under the studies exception per FERPA 99.32.

### ARTICLE IV: DUTIES OF RESEARCHER

1. **Privacy Compliance**. The Researcher shall comply, in all material respects, with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time. The Researcher shall conduct the study in a manner that does not permit personal identification of parents and/or students by anyone other than Researcher with legitimate interests. The Researcher shall also comply with all applicable federal, state, and local laws, rules, and regulations pertaining to adolescent web site access.
2. **Authorized Use**. The Student Data shared pursuant to the NRDPA, including persistent unique identifiers, shall be used for no purpose other than the Research outlined in Exhibit A or stated in

the Research Agreement and/or otherwise authorized under the statutes referred to herein this NRDPA. or other applicable laws

3. **Researcher Employee Obligation.** Researcher shall require all of Researcher’s employees and subprocessors who have access to Student Data to comply with all applicable provisions of this NRDPA with respect to the Student Data shared under the NRDPA. The Researcher agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the NRDPA.
4. **No Disclosure.** The Researcher acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this NRDPA. Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Researcher pursuant to this NRDPA.
  - The Researcher will not re-disclose any PII to which the Researcher has access for the purpose of this study and will only use the PII only to meet the purposes stated and will amend this NRDPA should the purpose of use within the study change.
  - The Researcher will take any necessary steps to maintain the confidentiality of the PII at all stages of the study and will not permit the personal identification of parents and students by anyone other than the representations of the Researcher with legitimate interests.
  - The Researcher will conduct the study so as not to identify students or their parents and will allow internal access to PII from education records only to individuals with a need to know.
5. **De-Identified Data:** The Researcher agrees not to attempt to re-identify de-identified Student Data.
6. **Disposition of Data.** Upon written request from the LEA, or automatically at the end of the research project, the Researcher shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the NRDPA, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this NRDPA, if no written request from the LEA is received, the Researchers shall dispose of all Student Data at the earliest of (a) the Researcher's standard destruction schedule, if applicable; (b) when the Student Data is no longer needed for the purpose for which it was received; or (c) as otherwise required by law. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified. The LEA may employ a “Directive for Disposition of Data” form, a copy of which is attached hereto as **Exhibit “D.”** If the LEA and Researcher employ Exhibit “D,” no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit “D.”
7. **Publication of Findings.** The Researcher shall provide the LEA with the right to review any data 30 days prior to publication and to verify proper disclosure avoidance techniques have been used. Based on Guidance for Reasonable Methods and Written Agreements Publication or Disclosure of De-Identified Student Data. If the Researcher seeks to further disclose or publicly release Student Data, the Researcher will provide a deidentification plan that must be approved by the LEA.
  - a. The Researcher may attach a code to each record that may allow the recipient, if no PII is included, to match information received from the source provided that the method by

which the records code is assigned is not revealed and the record code is not based on a student's social security number or other personal information.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, the Researcher will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following data breach, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Researcher will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Researcher will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Researcher and/or conducting Research, and shall provide reasonable access to the Researcher's facilities, staff, agents and LEA's Student Data and all records pertaining to the Researcher, LEA and conducting research to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the NRDPA.
3. **Data Security.** The Researcher agrees to utilize adequate and appropriate administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use or modification. The Researcher shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F."
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Researcher, the Researcher shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. The Researcher shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Researcher and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

- v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) The Researcher agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) The Researcher further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized access or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
  - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents, or guardians.

## ARTICLE VI: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this NRDPA, they may do so by mutual written consent so long as the NRDPA has not lapsed or has been terminated. Either party may terminate this NRDPA and any Agreement or contract if the other party breaches any terms of this NRDPA.
2. **Effect of Termination Survival.** If the NRDPA is terminated, the Researcher shall destroy all of LEA's Student Data pursuant to Article IV, section 5.
3. **Priority of Agreements.** This NRDPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this NRDPA. In the event there is conflict between the terms of the NRDPA, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this NRDPA shall apply and take precedence.
4. **Entire Agreement.** This NRDPA constitutes the privacy agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This NRDPA may be amended and the observance of any provision of this NRDPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this NRDPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this NRDPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly



drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this NRDPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction.** THIS NRDPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This NRDPA is and shall be binding upon the respective successors in interest to the Researcher in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Researcher sells, merges, or otherwise disposes of its business to a successor during the term of this NRDPA, the Researcher shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the NRDPA and any obligations with respect to Student Data within the NRDPA. The LEA has the authority to terminate the NRDPA if it disapproves of the successor to whom the Researcher is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this NRDPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees, or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

## **EXHIBIT “A”**

### **RESEARCH STATEMENT**

The Utah Education Policy Center (UEPC) will use the requested data to answer the following evaluation questions about the AmeriCorps Math Mentors Program (AMMP):

1. To what degree is the AMMP being implemented in ways that align with evidence-based and practice-informed guidelines?
2. Is participation in the AMMP associated with positive changes in students’ STEM and mathematics attitudes and achievement?

The LEA will share student identifiers (first and last names, math software usernames), student demographic data (i.e., gender, ethnicity/race, ELL status, and low-income status), enrollment data (i.e., teacher names, student grade levels), mathematics achievement data (e.g., RISE and/or BOY, MOY, and EOY Acadience Math scores) and, if available, software usage data (e.g., minutes of use) with the UEPC using secure protocols. LEAs will provide these data for AMMP participants and for non-participants (to allow for the construction of a "comparison group").

The UEPC will use Qualtrics to administer periodic “pulse” surveys to students to gather formative feedback on the program. The UEPC will also use Qualtrics to administer post-surveys to students to assess changes in students’ mathematic attitudes, including interest in STEM, mathematics self-efficacy or confidence, sense of belongingness, and mathematics identity. Students will be asked to provide their name on surveys to allow matching of survey data to other data. The surveys contain no sensitive questions that would require parent/guardian consent. However, the UEPC will provide the LEA with a letter of information for parents/guardians. The letter will provide details about the purpose of the evaluation and about data to be collected. It will also include information on how to “opt out” of the evaluation.

Participation data (e.g., # of hours of mentoring, activity types) will be collected by the STEM Action Center and shared with the UEPC. All data will be shared using secure protocols.

If student math software usage data is not available from LEAs (see above), the UEPC may work directly with math software vendors to confirm existing data sharing agreements or to secure new data sharing agreements between the vendor and the LEA that will allow the vendor to share usage data with the UEPC. All data will be shared using secure protocols.

Per its IRB approval with the University of Utah, the UEPC cannot disclose individually identifiable survey data with the LEA. Per its existing data sharing agreement with the USBE, the UEPC cannot disclose data that identifies individuals (i.e., unit-record data) with greater than 10% certainty. If a result will be based on intersections of student characteristics (e.g., classroom, gender, race/ethnicity) that involve fewer than ten (10) individuals, the result will be replaced with the notation “n < 10.”

**EXHIBIT “B”**

**SCHEDULE OF DATA**

The following list of Student Data may be used under the Studies exception. By checking the boxes below, the Researcher agrees to abide by the following FERPA Studies exception implementation regulations and LEA requirements:

| Category of Data                | Elements  | Check if Used |
|---------------------------------|---|---------------|
| Application Technology Metadata | IP Addresses of users, Use of cookies, etc.             |               |
|                                 | Other application technology metadata - Please specify: |               |
| Application Use Statistics      | Metadata on user interaction with application           |               |
| Assessment                      | Standardized test scores                                | X             |
|                                 | Observation data  |               |
|                                 | Other assessment data - Please specify:                 |               |
| Attendance                      | Student school (daily) attendance data                  |               |
|                                 | Student class attendance data                           |               |
| Communications                  | Online communications captured (emails, blog entries)   |               |
| Conduct                         | Conduct or behavioral data                              |               |
| Demographics                    | Date of Birth   |               |
|                                 | Place of Birth  |               |
|                                 | Gender  | X             |

| Category of Data                    | Elements   | Check if Used |
|-------------------------------------|--|---------------|
|                                     | Ethnicity or race  | X             |
|                                     | Language information (native, or primary language spoken by student) |               |
|                                     | Other demographic information - Please specify:                      |               |
| Enrollment                          | Student school enrollment  |               |
|                                     | Student grade level  | X             |
|                                     | Homeroom   |               |
|                                     | Guidance counselor   |               |
|                                     | Specific curriculum programs   |               |
|                                     | Year of graduation   |               |
|                                     | Other enrollment information - Please specify:                       |               |
| Parent/Guardian Contact Information | Address  |               |
|                                     | Email  |               |
|                                     | Phone  |               |
| Parent/Guardian ID                  | Parent ID number (created to link parents to students)               |               |
| Parent/Guardian Name                | First and/or Last  |               |
| Schedule                            | Student scheduled courses  |               |
|                                     | Teacher names  | X             |

| Category of Data            | Elements   | Check if Used |
|-----------------------------|--|---------------|
| Special Indicator           | English language learner information   | X             |
|                             | Low-income status  | X             |
|                             | Medical alerts/ health data<br><small>Type text here</small>   |               |
|                             | Student disability information   |               |
|                             | Specialized education services (IEP or 504)  |               |
|                             | Living situations (homeless/foster care)   |               |
|                             | Other indicator information - Please specify:  |               |
| Student Contact Information | Address  |               |
|                             | Email  |               |
|                             | Phone  |               |
| Student Identifiers         | Local (School district) ID number  | X             |
|                             | State ID number  |               |
|                             | Provider/App assigned student ID number  |               |
|                             | Student app username   | X             |
|                             | Student app passwords  |               |
| Student Name                | First and/or Last  | X             |
| Student In App Performance  | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | X             |
| Student Program Membership  | Academic or extracurricular activities a student may belong to or participate in                                       |               |
| Student Survey Responses    | Student responses to surveys or questionnaires   | X             |

| Category of Data | Elements   | Check if Used |
|------------------|--|---------------|
| Student work     | Student generated content; writing, pictures, etc. |               |
|                  | Other student work data - Please specify:          |               |
| Transcript       | Student course grades                              |               |
|                  | Student course data                                |               |
|                  | Student course grades/ performance scores          |               |
|                  | Other transcript data - Please specify:            |               |
| Transportation   | Student bus assignment                             |               |
|                  | Student pick up and/or drop off location           |               |
|                  | Student bus card ID number                         |               |
|                  | Other transportation data – Please specify:        |               |

## **EXHIBIT “C”**

### **DEFINITIONS**

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**Breach of Security:** a successful attempt by an attacker to gain unauthorized access to an organization’s computer systems

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination, whether through single or multiple releases, and taking into account other reasonably available information is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Persistent Unique Identifiers:** A persistent identifier is a unique identifier that can be used to recognize a consumer, a family, or a device across different services

**Researcher:** For purposes of the NRDPA, the term “Researcher” means an organization or individual

conducting studies for, or on behalf of, educational agencies or institutions to: (A) develop, validate, or administer predictive tests; (B) administer student aid programs; or (C) improve instruction.

**Student Generated Content:** The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**Sponsor:** A LEA designee who takes responsibility for and provides support for Research Project on behalf of the LEA, students, and parents.

**Student Data:** Student Data includes any existing data, whether gathered by Researcher or provided by LEA or its users, students, or students’ parents/guardians, for the purpose of the Research Project, that is descriptive of the student. This includes data or other direct or indirect identifiers, that are descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata. Student Data further includes “personally identifiable information (PII),” as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this NRDPA, and for the purposes of federal, state, and local laws and regulations. Existing Student Data as specified in **Exhibit “B”** is confirmed to be collected or processed by the Researcher pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Researcher’s services.

**Subprocessor:** For the purposes of this NRDPA, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Researcher, who Researcher uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.



**EXHIBIT “D”**

**DIRECTIVE FOR DISPOSITION OF DATA**

**[Insert Name of District or LEA]** Researcher to dispose of data obtained by Researcher pursuant to the terms of the Research Agreement between LEA and Researcher. The terms of the Disposition are set forth below:

1. Extent of Disposition

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

**[Insert categories of data here]**

\_\_\_\_\_ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

\_\_\_\_\_ Disposition shall be by destruction or deletion of data.

\_\_\_\_\_ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**[Insert or attach special instructions]**

3. Schedule of Disposition

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By [Insert Date]

4. Signature

\_\_\_\_\_  
*Designated Representative of LEA Date*

\_\_\_\_\_

5. Verification of Disposition of Data

\_\_\_\_\_  
*Designated Representative for the Researcher Date*

\_\_\_\_\_

**EXHIBIT "E"**

**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this NRDPA between it and [Insert Name of Originating LEA] ("Originating LEA") which is dated [Insert Date], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Researcher's signature shall not necessarily bind Researchers to other terms or to any other provision not addressed in this NRDPA. The Researcher and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Researcher to suit the unique needs of the Subscribing LEA. The Researcher may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) or three (3) years after the date of Researcher's signature to this Form.

Subscribing LEAs should send the signed **Exhibit "E"** to Researcher's email address:

\_\_\_\_\_

**[NAME OF PROVIDER]**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Researcher, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Researcher shall therefore be bound by the same terms of this DPA for the term of the DPA between the [Insert Name of Originating LEA] and the Researcher.

**\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO RESEARCHER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**[Insert Name of Subscribing LEA]**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT “F”**

**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks.** Numerous credible cybersecurity frameworks can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Researcher.

| Mark 'X' as applicable | <b>MAINTAINING ORGANIZATION/GROUP</b>  | <b>FRAMEWORK(S)</b>  |
|------------------------|--|--|
|                        | National Institute of Standards and Technology                                       | NIST Cybersecurity Framework Version 1.1   |
|                        | National Institute of Standards and Technology                                       | NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171 |
|                        | International Standards Organization   | Information technology — Security techniques — Information security management systems (ISO 27000 series)                      |
|                        | Secure Controls Framework Council, LLC   | Security Controls Framework (SCF)  |
|                        | Center for Internet Security   | CIS Critical Security Controls (CSC, CIS Top 20)   |
|                        | Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S)) | Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)   |

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

Description:

**EXHIBIT “G”**

**Supplemental SDPC State Terms for [State]**

Version \_\_\_\_\_

Date: \_\_\_\_\_

[The State Supplement is an ***optional*** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC Project Teams and the State Alliances. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Researchers will be made in amendment form in an Exhibit (**Exhibit “H”** in this proposed structure).]

**EXHIBIT “H”**

**Additional Terms or Modifications**

Version \_\_\_\_\_

Date: \_\_\_\_\_

LEA and Researcher agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the NRDPA. If there are no additional or modified terms, this field should read “None.”

**Certificate Of Completion**

|   |                               |
|---|-------------------------------|
| Envelope Id: 77C691753C7C41DF8193CFF9B382BD32     | Status: Completed             |
| Subject: Complete with DocuSign: NRDPA .pdf       |                               |
| Source Envelope:                                  |                               |
| Document Pages: 21                                | Signatures: 1                 |
| Certificate Pages: 4                              | Initials: 0                   |
| AutoNav: Enabled                                  | Envelope Originator:          |
| Envelope Stamping: Disabled                       | NATALEE WILDING               |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 102 South 200 East, Suite 110 |
|   | Salt Lake City, UT 84111      |
|   | u0599176@utah.edu             |
|   | IP Address: 155.97.112.188    |


**Record Tracking**

|                        |                         |                    |
|------------------------|-------------------------|--------------------|
| Status: Original       | Holder: NATALEE WILDING | Location: DocuSign |
| 12/12/2023 11:49:55 AM | u0599176@utah.edu       |                    |

**Signer Events**

ANDREA RORRER  
u0353730@utah.edu  
UEPC, Director  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
CF932CD650064EE...  
Signature Adoption: Pre-selected Style  
Using IP Address: 76.27.125.64

**Timestamp**

Sent: 12/12/2023 11:58:20 AM  
Viewed: 12/13/2023 3:14:16 AM  
Signed: 12/13/2023 3:17:27 AM

**Electronic Record and Signature Disclosure:**

Accepted: 10/19/2023 2:48:23 PM  
ID: e21ea29e-19f5-43d4-835f-ec941131ff90

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

|                     |                  |                        |
|---------------------|------------------|------------------------|
| Envelope Sent       | Hashed/Encrypted | 12/12/2023 11:58:20 AM |
| Certified Delivered | Security Checked | 12/13/2023 3:14:16 AM  |
| Signing Complete    | Security Checked | 12/13/2023 3:17:27 AM  |
| Completed           | Security Checked | 12/13/2023 3:17:27 AM  |

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, University of Utah (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact University of Utah :**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DocuSignAdmin@utah.edu](mailto:DocuSignAdmin@utah.edu)

### **To advise University of Utah of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DocuSignAdmin@utah.edu](mailto:DocuSignAdmin@utah.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from University of Utah**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DocuSignAdmin@utah.edu](mailto:DocuSignAdmin@utah.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with University of Utah**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DocuSignAdmin@utah.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify University of Utah as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University of Utah during the course of your relationship with University of Utah .