

MEMORANDUM OF UNDERSTANDING AND DATA SHARING AGREEMENT NO. 52098A###
BETWEEN
MATHEMATICA INC.
AND
Campbell #1
(2024–2025 National School Foods Study)

ARTICLE 1. BACKGROUND/PURPOSE

- 1.1 This Memorandum of Understanding and Data Sharing Agreement (“Agreement”) is entered into on the date last signed below (“Effective Date”) between Mathematica Inc. (“Mathematica”), a Delaware corporation, with offices located at 600 Alexander Park, Princeton, New Jersey 08690, and **Campbell County School District** (“Site”), with offices located in **Gillette, WY**, each individually a “Party” and collectively, “Parties”.
- 1.2 Mathematica is a nonpartisan policy research and program evaluation firm that, among other things, utilizes data and evidence to guide decisions in areas ranging from health, education, child welfare, and family support to nutrition, employment, disability, criminal justice, climate change, and international development. The services offered by Mathematica to federal agencies, state and local governments, private foundations and other not-for-profit entities, and commercial clients include social policy research and survey research design, data collection and analysis.
- 1.3 Under a contract with the United States (US) Department of Agriculture (USDA), Food and Nutrition Service (FNS) (the “FNS Contract”), Mathematica has been charged with performing the *2024–2025 National School Foods Study* (the “Study”).
- 1.4 The Study continues the long-standing commitment of FNS to periodically assess the National School Lunch Program (NSLP) and School Breakfast Program (SBP), known collectively as the “School Meal Programs”, and will provide a comprehensive picture of the School Meal Programs in school year (SY) 2024-2025. The School Meal Programs administered by FNS are a cornerstone of the nation’s nutrition safety net for low-income children. FNS has long been committed to ensuring that the meals provided in schools are healthful and contribute to children’s dietary requirements. The 2024–2025 National School Foods Study continues and supplements the research under the “School Nutrition and Meal Cost Study”, the “School Food Purchase Study and the “Fresh Fruit and Vegetable Program Evaluation”, which provided previous opportunities to examine the nutritional quality and cost of school foods and meals. The Study will provide critical information about the nutritional quality, cost, and acceptability of school meals eleven years after major reforms were implemented in School Year 2012-2013. The Study will provide critical, currently unavailable, information of interest to USDA, States, school food authorities (SFAs), and other School Meal Programs stakeholders.
- 1.5 As part of the Study, FNS, Mathematica and its subcontractors (the “Study Team”) will collect from school food authorities (SFAs) and school districts, including Site herein, data, including personally identifiable information (PII) from student education records, as more particularly described herein and in Appendix A, “2024–2025 National School Foods Study Data Collection” annexed hereto and incorporated herein by reference (“Study Data”).

- 1.6 This Agreement describes the roles and responsibilities of the Parties with regard to the collection and sharing of Study Data and/or in connection with the Study.

ARTICLE 2. LEGAL BASES FOR THE STUDY AND DATA COLLECTION

- 2.1 Section 28 of the Richard B. Russell National School Lunch Act (NSLA, 42 U.S.C. 1769i) requires that participants in programs authorized under the HHFKA and the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.) cooperate with contractors such as Mathematica herein acting on behalf of the USDA Secretary in conducting evaluations and studies under those Acts. The NSLA also authorizes Mathematica, as a contractor to FNS conducting this Study, to receive all eligibility information obtained through the free and reduced-price meals or free milk eligibility process. See 42 U.S.C. § 1758(b)(6)(A); 7 C.F.R. § 245.6(f)(3).
- 2.2 Site also is authorized to disclose the Study Data to Mathematica without parental consent under the Family Education Rights and Privacy Act (FERPA), 34 C.F.R. 99.31(a).

ARTICLE 3. TERM AND TERMINATION OF AGREEMENT

- 3.1 **Term.** This Agreement shall commence on the Effective Date and, unless otherwise terminated in accordance with this Section 3, will continue until the completion of the Study, including the completion of all analyses and Mathematica's obligations under its FNS Contract and/or in connection with the Study, which is estimated will occur in or around August 2027 and the issuance of all reports, or as otherwise agreed in writing by the Parties under Section 6.1 (Modification) herein below.
- 3.2 **Termination.** Either Party may terminate this Agreement for any reason with thirty (30) days prior written notice to the other Party.

ARTICLE 4. DESCRIPTION OF DATA SHARING AND DATA USE

- 4.1 Site will provide to Mathematica the Study Data described in Appendix A hereto. Mathematica will share the Study Data with the Study Team for purposes of the Study and future research purposes.
- 4.2 **Limited Data Sets and Restricted Use Files (RUF) For Research Purposes.** As deliverables under Mathematica's FNS Contract, Mathematica must create and submit to FNS the following:
- 4.2.1 Limited Data Sets containing deidentified Study Data to be made available for future research purposes and/or public use. The Limited Data Sets will include all primary and extant data gathered during the Study, but will exclude individuals' identifiable information and any SFA and school identifiers; and
- 4.2.2 Restricted Use Files (RUFs) which will not be available for public use. The RUFs will include all primary and extant data gathered during the Study, but will exclude individuals' identifiable information and school names.
- 4.3 Except as otherwise provided herein or under its FNS Contract, Mathematica may not disclose Site's Study Data to any third party for any reason without prior written consent from Site. Notwithstanding the foregoing, Mathematica may:

- (a) Utilize agents and subcontractors as part of the Study Team, provided that such agents and subcontractors agree in writing to be bound by the same terms and conditions that apply to Mathematica through this Site Agreement. Mathematica subcontractors who presently serve and will be serving on the Study Team include:
 - (i) Decision Information Resources, Inc (DIR);
 - (ii) ProTeam Food Service Advisors.
 - (iii) This list may be revised by way of email notification under Article 5.
 - (b) Disclose Evaluation Data if compelled by lawful order of a court or other tribunal of competent jurisdiction.
- 4.4 As between the Parties, Mathematica and/or FNS is/are the owner(s) of all right, title and interest in and to the Study Data and the methods and techniques used in performing the Study including the collection of Study Data, any all deliverables, work product, and/or related intellectual property first created, reduced to practice or produced in performance of the Study. To the extent that Site retains any ownership interest in the Study Data, Site hereby grants to Mathematica and FNS irrevocable, royalty-free, transferrable, non-exclusive licenses to use, reproduce, display, distribute copies of, and prepare derivative works based upon the Study Data for research purposes only.

ARTICLE 5. DATA PRIVACY AND SECURITY

- 5.1 The Parties will use and maintain the Study Data in strict confidence and shall only use, access or disclose the Study Data as described in this Agreement.
- 5.2 The Parties may disclose Project Data to those employees, agents, consultants, subcontractors, and/or collaborators who need access to the information in order to perform the requirements of this Agreement and the Study and who are bound by obligations of confidentiality consistent with those set forth in this Agreement
- 5.3 The Parties will implement reasonable appropriate administrative, technical, physical, and organizational safeguards to protect the security, confidentiality, integrity, and availability of the Study Data that are consistent with prevailing industry best security practices and any security measures that are required by applicable privacy and security Laws, including (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to privacy, confidentiality, security, or breach notification of personally identifiable information ("PII"), and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

ARTICLE 6. POINTS OF CONTACT/NOTICES

- 6.1 Each Party hereby designates in writing one or more individuals within its organization as its point of contact responsible for managing performance of the Party's necessary functions and responsibilities under this Agreement:

FOR:	ADMINISTRATIVE/CONTRACTUAL MATTERS	TECHNICAL MATTERS
MATHEMATICA INC.	Stephanie Areizaga Program Manager Mathematica Inc. 600 Alexander Park Princeton, NJ 08540 202-838-3725 (P) sareizaga@mathematica-mpr.com	Alice Ann Gola Project Director Mathematica Inc. 100 First Street, NE, 12th Floor Washington, DC 20002-4221 202-838-3559 (P) agola@mathematica-mpr.com
SITE		

6.2 All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile or email, read receipt requested and/or other confirmation of delivery, addressed to a party at the address identified in this Agreement.

ARTICLE 7. COMPENSATION

Neither Party will be paying compensation to the other Party under this Agreement. Mathematica will provide incentives to individuals responsible for completing data collection activities as more particularly described in Appendix A ("Incentive Payments"). Mathematica reserves the right to make the Incentive Payments to Site directly if so directed by the Site for the purpose of paying the Incentive Payments to the individuals responsible for completing the data collection activities for the Site.

ARTICLE 8. MODIFICATION

This Agreement may be modified at any time by mutual consent of the Parties. All modifications shall be in writing and signed by both Parties, except that minor revisions to programmatic issues (e.g., changes to schedules or data elements) may be accomplished by email, notification under Section 5.2 unless a Party requests a formal written amendment to this Agreement signed by both Parties.

ARTICLE 9. ENTIRE AGREEMENT

This Agreement, and any Exhibit incorporated herein by reference, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral.

ARTICLE 10. NON-ASSIGNMENT

Neither Party may assign, transfer, convey or otherwise dispose of its obligations under this Agreement except by operation of law, without the prior written consent of the other Party.

ARTICLE 11. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same Agreement. The Parties agree that execution of this Agreement by exchanging facsimile, PDF, or e-signatures shall have the same legal force and effect as the exchange of original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below.

FOR MATHEMATICA INC. By: _____ Stephanie Areizaga Program Manager Date: _____	FOR Campbell #1 By: Bryan Young Nutrition Services Supervisor [Print Name: <u>Bryan Young</u>] [Print Title: <u>Nutrition Supervisor</u>] Date: 12/2/24
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**APPENDIX A [Group 2b]
to Agreement**

2024–2025 NATIONAL SCHOOL FOODS STUDY DATA COLLECTION

This Appendix A is incorporated into and made a part of the Agreement between the Parties to which it is attached. Terms defined in the Agreement apply to this Appendix unless otherwise specifically indicated or the context dictates otherwise. Should there be a conflict in a term or provision of this Appendix with a term or provision of the Agreement relating to the same subject matter, this Appendix shall prevail.

Entities participating in The National School Foods Study include the Site and the Site’s schools. The Site’s schools are herein described as the ‘Sampled Schools’. Sampled Schools include those listed below and any replacement schools selected by the Study Team, with email notification to the Site in accordance with Article 6 of the Parties Agreement.

- Conestoga Elementary

1. Description of Study Data and Data Collection Activities

Members of the Mathematica Study Team will visit the Site and participating schools during one week in Winter/Spring 2025. The target week for the Site is scheduled as April 28th, 2025.

The Site agrees to the data collection activities as listed below:

- **SFA Director Survey:** The SFA Director will respond to questions that will provide information needed to characterize district policies, the school environment, and food service operations.

The Site agrees to facilitate data collection activities at Sampled Schools as listed below:

- **School Planning Interview:** Each Sampled School’s Liaison will complete a short web-based survey that collects information needed to plan for on-site data collection. This information will include number and time of meal periods, time the school opens and closes, school security requirements and confirm contact information.

- **Menu Survey:** School Nutrition Managers at Sampled Schools will complete the menu survey for each day of the target week. They will provide detailed information on the foods offered and served in reimbursable lunches, breakfasts, afterschool snacks and non-program competitive foods sold by school food service departments, if offered. The menu survey will include a Meal-Pattern Crediting Report to collect information on food served during the data collection week.
- **School Nutrition Manager and Principal Surveys:** School Nutrition Managers and Principals at Sampled Schools will respond to questions that provide information needed to characterize district policies, the school environment, and food service operations.
- **Observations:** Mathematica-trained data collectors will observe one lunch and one breakfast period in each Sampled School to document characteristics of food service operations. Data collectors will also observe locations where competitive foods are sold within Sampled Schools, such as in vending machines or school stores.
- **Student and Parent Interviews:** Mathematica-trained data collectors will interview approximately 8 students in each Sampled School to obtain information on student characteristics, dietary intake, and participation and satisfaction with school meals. Students' height and weight will be measured as part of the interview. Data collection activities will differ for elementary school students and those in middle and high schools and have been designed to be age appropriate. Kindergarten and prekindergarten students will not be included in the Study. Kindergarten and prekindergarten students will not be included in the Study.
 - Lists of enrolled students will be provided by each Sampled School's liaison through secure transmission in advance of the target week. Mathematica will then sample students. Student names, parent names, contact information, grade level, and eligibility for free or reduced-price meals will be required for sampled students.
 - Mathematica will sample approximately 17 students at each school to ensure enough sample to complete 8 student interviews, with opt-out consent. If Site prefers an active opt-in consent process, where every student returns a form signed by apparent/guardian, 34 students will need to be selected to complete 8 student interviews at each school. Sampled students will be interviewed only if both parent consent and student assent is provided.
 - To augment the data collected in the interviews, the data collectors will also need information from the Site (this could be the School Nutrition Manager or their designee) on whether each sampled student participated in the school meal programs during the target day.

2. Compensation for Data Collection Burden

To offset the additional demands that may be placed on Site, Mathematica will provide the below described incentives to the individual(s) who complete each of the below described data collection activities ("Incentive Payments"). Incentive Payments will be made either directly to the individual(s)

responsible for completing Site's data collection activities or to the Site for purposes of making Incentive Payments to the individual(s) responsible for completing Site's data collection activities.

INCENTIVE PAYMENTS

Respondent	Instrument	Time	Incentive
School liaison (School Nutrition Manager, Principal etc.)	School Planning Interview	15 minutes	\$0
School Nutrition Manager	Fresh Fruit and Vegetable Program SNM Survey	30 minutes	\$25
School Nutrition Manager	Fresh Fruit and Vegetable Program Menu Survey	30 minutes	\$0
Students	Fresh Fruit and Vegetable Program Student Interview	12 minutes	\$5
Students	AMPM In-school intake Dietary Recall	18 minutes	Included with student interview
School Nutrition Manager	Reimbursable Meal Sale Data Request Form	10 minutes	\$0
Trained study team observer	Observation Guide	20 minutes	n.a.

3. Approvals

The collection of information for this Study has been approved by the Office of Management and Budget (OMB) and an Institutional Review Board (IRB) as required by research regulations that apply to federally-funded research that qualifies as human subject research. Additional information regarding receipt of these approvals will be made available to you upon your request.