

Memorandum of Understanding Regarding Participation in the School Nutrition & Meal Cost Study

December 3, 2014

Dr. Glenna Harris, M.D.
School Board President
Denton Independent School District
1307 North Locust St
Denton, TX 76201-3037

Dear Dr. Harris:

Thank you again for speaking with Kara Conroy and agreeing to participate in the School Nutrition and Meal Cost Study (SNMCS). The purpose of this Memorandum of Understanding (MOU) is to summarize requirements concerning the logistics of your School Food Authority's (SFA) participation in the study, and to describe the responsibilities and roles of the Study Team, your SFA, and participating schools over the course of the study.

BACKGROUND

SNMCS will continue the long-standing commitment of the U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) to make periodic assessments of school meal programs. While FNS has conducted multiple studies of school nutrition and meal costs to date, the SNMCS is the first such study to be conducted after implementation of major changes designed to increase children's access to healthy foods at school, and to promote the adoption of healthy eating and physical activity habits. It is also the first study to explore both nutrition and cost on a large national scale. This study will provide critical information of interest to USDA, the States, SFAs, and other program stakeholders, which information is not currently available.

The "Study Team" consists of Mathematica Policy Research (Mathematica) and its subcontractors, Abt Associates, Inc. (Abt), Agralytica, and Relyon Media.

UNDERSTANDING

Entities participating in SNMCS from the Denton Independent School District include the SFA and the following schools:

- Denton High School
- Lee Elementary School

- Strickland Middle School

Study Process and Information Needed to Conduct the Study

SNMCS is a one-year study which will occur during the 2014-2015 school year. Members of the Study Team will visit the district and participating schools during one scheduled target week in Winter/Spring 2015. The target week for your SFA is scheduled as February 23rd to 27th, 2015.

Your SFA and sampled schools will participate in the following components of the study:

- **Menu Survey:** School Nutrition Managers at sampled schools will be asked to complete this survey for the target week, providing detailed information on the foods offered and served in reimbursable lunches, breakfasts, and afterschool snacks (if offered).
- **SFA Director, School Nutrition Manager, and Principal Surveys:** SFA Directors, School Nutrition Managers, and Principals will be asked to respond to questions that will provide information needed to characterize district policies, the school environment, and foodservice operations.
- **Cafeteria Observations:** Professional data collectors will observe one lunch and one breakfast period in each sampled school to document characteristics of foodservice operations.
- **Student and Parent Interviews:** Professional data collectors will interview a small sample of students and their parents 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.
Lists of enrolled students will need to be provided through secure transmission in advance of the target week for the selection of sampled students. Student names, contact information, grade level, and eligibility for free or reduced price meals will be required for sampled students.
To augment the data collected in the interviews, the data collectors will also need information from school nutrition staff on whether each sampled student participated in the school meal programs during the target week.
- **Competitive Foods Checklists:** A member of the school staff will be asked to complete a simple set of forms detailing the availability of vending machine items and other sources of food and beverages, such as school stores.

The study does not include any classroom visits, nor will it impact your curriculum.

Legal Authority to Collect Information

Section 305 of the Healthy, Hunger Free Kids Act of 2010 (HHFKA, Public Law 111-296), amended Section 28 of the Richard B. Russell National School Lunch Act (NSLA, 42 U.S.C. 1769i), to require 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 acting on behalf of the USDA Secretary in conducting evaluations and studies under those Acts. FNS awarded Mathematica USDA Contract No. AG-3198-C-13-0001 to conduct SNMCS.

The NSLA also authorizes Mathematica, as a contractor to FNS to conduct SNMCS, to receive all eligibility information obtained through the free and reduced price meals or free milk eligibility process. See 42 U.S.C. 1758; 7 C.F.R. 245.6(f).

Further support for your disclosure of the requested information to Mathematica without parental consent may also be found at 34 C.F.R. 99.31(a), implementing the Family Education Rights and Privacy Act (FERPA).

Privacy Protection Provisions

The privacy of the information collected will be protected in accordance with Exhibit A to this MOU, which is hereby incorporated as an integral part of this Memorandum of Understanding. The provisions included in Exhibit A meet or exceed the privacy protection requirements and other required terms and conditions of nondisclosure agreements under FERPA and the Privacy Act.

OMB and IRB Approval

The collection of information for SNMCS 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.

Compensation for Data Collection Burden

We realize that participation in the SNMCS will place additional demands on the School Nutrition Managers at Denton High School, Lee Elementary School, and Strickland Middle School in the Denton Independent School District. Mathematica will provide a \$50 incentive to the district per School Nutrition Manager (\$150 total) to compensate for the time and burden associated with completing the Menu Survey. In addition, the district will receive a \$75 incentive as a “thank you” for each liaison assisting with student and parent data collection as well as completing the Competitive Foods Checklists (\$225 total). The liaison incentive will be paid as follows: \$40 following completion of sampled student and parent consent plus \$35 following completion of data collection.

Availability of Final Report

The USDA will make the study’s final report available on its website. At this time the estimated time of release is mid-2017.

Next Steps

Rachel Sutton-Heisey from Mathematica will be responsible for overseeing the field team, scheduling onsite visits, and coordinating data collection with you and participating schools. Her contact information is:

Rachel Sutton-Heisey
Mathematica Policy Research
P.O. Box 2393
Princeton, NJ 08543-2393

Phone: (844) 872-0313
Fax: (609) 799-0005
Email: schoolnutritionstudy@mathematica-
mpr.com

Eric Zeidman is the study's survey director. Mr. Zeidman's contact information is provided below. Feel free to contact Mr. Zeidman if you need more information about the study or have any concerns in conducting study activities.

Eric Zeidman
Mathematica Policy Research
P.O. Box 2393
Princeton, NJ 08543-2393

Phone: (609) 936-2784
Fax: (609) 799-0005
Email: EZeidman@mathematica-mpr.com

If the plan described in this MOU is acceptable and consistent with your understanding of the study, please sign at the bottom and return a signed copy to Mathematica in Portable Document Format (PDF) by email at schoolnutritionstudy@mathematica-mpr.com or by fax to (609) 799-0005 attention Kara Conroy.

We appreciate your assistance with this important study, and look forward to working with you.

Sincerely,

Michael Ponza
SNMCS Project Director

Authorized Signature for Mathematica:

Kenneth Kadlec
Associate Director, Contracts

For signature by the participating SFA and School District:

This plan described in this MOU, including Exhibit A, accurately describes the plan for including Denton Independent School District in the School Nutrition and Meal Cost Study.

SFA/District Official Signature:

Printed Name:

Title:

SFA/District Name:

Address:

Exhibit A

SNMCS Memorandum of Understanding

Privacy Provisions and Other Terms and Conditions

This Exhibit A is hereby incorporated as an integral part of the Memorandum of Understanding (MOU) to which it is attached, entered into by Denton Independent School District (the District) and Mathematica Policy Research, Inc. (Mathematica) for the purpose of the Study Team to obtain access to the information required to complete the SNMCS, as summarized in the MOU.

To obtain access to the student directory information and other personally identifiable information (Student Information) described in the MOU, Mathematica and the District agree to the following.

1. Mathematica agrees, in all respects, to comply with all relevant provisions of law, including the provisions of the Family Education Rights and Privacy Act (FERPA). For purposes of this agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow any party to maintain, use, disclose or share Student Information in a manner not allowed by federal law or regulation.
2. Mathematica agrees to use the Student Information obtained under the MOU for no purpose other than for the purpose described therein. Mathematica further agrees that access to Student Information provided under this MOU will be shared within the SNMCS Study Team on a “need to know” basis.
3. Mathematica agrees to require all employees, contractors, and agents of any kind, working on or providing services relating to the SNMCS, to comply with all applicable provisions of FERPA and other federal and state laws, with respect to the Student Information shared pursuant to the MOU.
4. Mathematica agrees to require and maintain an appropriate confidentiality agreement from each Mathematica Study Team employee, contractor or agent with access to Student Information.
5. Mathematica agrees to maintain all Student Information in a secure physical or digital environment and not copy, reproduce or transmit Student Information except as necessary. All copies of data of any type, including any modifications or additions to data from any source that contains Student Information, are subject to the provisions of the MOU in the same manner as the original information.

6. Mathematica agrees to not disclose any Student Information in a manner that could identify an individual student to any other entity in published results of the SNMCS.
7. Mathematica agrees to destroy all Student Information when it is no longer needed for the purpose of the study, which date is anticipated to be February 14, 2017. Upon the District's request, Mathematica will promptly certify in writing that this destruction has occurred. Nothing in the MOU authorizes Mathematica to maintain Student Information beyond this time period without the consent of the District, which shall not unreasonably be withheld.
8. Information collected as part of SNMCS will be kept private to the extent provided by law. No information provided to the USDA in reports or data will be attributed to specific survey respondents. This includes both data collected by Mathematica and any administrative data provided to Mathematica by participating SFAs and schools. De-identified data from this study will be provided to USDA, and aggregate measures of subgroups of SFAs may be included in the study's reports.
9. Mathematica understands that the District may cancel the MOU upon discovery of non-compliance with any applicable federal or state laws, rules, or regulations, or upon determination that Student Information has been released in a manner inconsistent with the MOU or has not been maintained in a secure manner.
10. The MOU may be modified or amended provided that any such modification or amendment is in writing and signed by all parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.
11. Neither this agreement, nor any rights, duties, nor obligations described herein shall be assigned by Mathematica without the prior express written consent of the District.
12. All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by all parties.
13. In the unlikely event that Mathematica is required by subpoena or other court order to disclose any Student Information, Mathematica will provide immediate notice of the request to the District and will use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the relevant provisions of the MOU granted.

The District shall not be held liable or responsible for errors or omissions, or any decisions made by Mathematica, in reliance upon any information provided by the District.

14. Mathematica agrees that the Student Information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Mathematica agrees to waive any requirement for the securing or posting of any bond.
15. Mathematica agrees to indemnify and hold harmless the District, its officials and employees, agents, and subcontractors from, and defend the District against, any liability or expenses (including reasonable attorneys' fees and costs) arising out of or relating to (a) any unauthorized or unlawful disclosure of Student Information obtained hereunder; or (b) any breach of the MOU by Mathematica or any member of the Study Team.
16. Mathematica shall notify the District promptly upon discovery of any unauthorized use or disclosure of Student Information and will cooperate with the District in every reasonable way to regain control of such Student Information and mitigate the consequences of its disclosure, and preventing its further unauthorized use.
17. The law of the State in which the District is located will govern the interpretation of this MOU, without reference to rules regarding conflicts of law.
18. All notices required or permitted to be given hereunder shall be provided 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, and shall be addressed to a party at the address identified in the MOU.
19. If any provision of this MOU is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of the MOU will continue in full force and effect, without being impaired or invalidated in any way.
20. This MOU and Exhibit A constitute the parties' entire agreement with respect to the subject matter herein and supersede any and all prior statements or agreements, both written and oral.