

Collaborative Data Transfer and Use Agreement ("Agreement")	
Project Title:	Evaluation of Math Corps (K-3)
Agreement Term	Start Date: 9/1/2023
	End Date: 8/1/2024

Terms and Conditions

**This Agreement is binding upon the following Parties who have executed the Signature Pages:
ServeMinnesota and Duluth Public Schools ("DPS")**

- 1) ServeMinnesota shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by ServeMinnesota's research team whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").
- 2) Except as authorized under this Agreement or otherwise required by law, ServeMinnesota agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of DPS. ServeMinnesota agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth by DPS.
- 3) The Parties agree to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- 4) ServeMinnesota shall follow all Special Instructions provided by DPS.
- 5) This Agreement shall be effective upon the Start Date set forth above. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. All provisions which by their nature are intended to survive termination or expiration of this Agreement shall survive.
 - a. Any Party may terminate their involvement in this Agreement with thirty (30) days written notice to the other Parties' Authorized Official(s) as set forth in the Signature Pages.
 - b. Any Party may terminate this Agreement at any time if such Party has reasonably determined that another Party has materially breached its obligations to appropriately use and secure the Data in accordance with this Agreement.
- 6) EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED "AS IS." PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.
- 7) ServeMinnesota shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or security laws and regulations by DPS. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.

8) No Party shall use the other Parties' names, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party whose name is to be used. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Parties provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the Party whose name is being used.

9) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:

I. Attachment 1: Project Description and Data Transfer Procedure

In the event of any conflict between the obligations set forth in the applicable Attachment 1 and this Agreement, the obligations set forth in the applicable Attachment 1 shall prevail.

10) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.

11) In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.

12) This Agreement constitutes the entire understanding between the Parties concerning the use of and/or access to the Data transferred hereunder and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

The undersigned Officials expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this organization.

ServeMinnesota Name: Signature: Date:	Duluth Public Schools Name: Signature: Date:
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Attachment 1
Project Description and Data for the Project

Project Description

Duluth Public Schools (DPS) and ServeMinnesota have entered into a partnership to evaluate an AmeriCorps tutoring program called Math Corps. Both partners desire to evaluate the program’s impact on student math outcomes. This partnership is one of many school-based partnerships across the state of Minnesota. The administrative data for the current project will be used to produce an estimate of program effects across schools. The project will adopt a quasi-experimental design that necessitates obtaining FastBridge math scores for students who receive tutoring and those who do not receive tutoring in grades kindergarten through third grade. The Math Corps program will be implemented as usual during the academic year. At the conclusion of the year, DPS will partner with ServeMinnesota to de-identify and share relevant student scores (described below).

Data for the Project

In addition to student grade, race, and gender, the following administrative math data are of interest for this project. This data sharing agreement does not involve the collection of new data.

Grade	Measure(s)	When Collected (F/W/S)
Kindergarten	earlyMath composite score	F, W, S
1 st Grade	earlyMath composite score aMath composite score (if applicable)	F, W, S F, W, S
2 nd Grade	aMath composite score	F, W, S
3 rd Grade	aMath composite score	F, W, S

Data Transfer Procedure:

May 2024: ServeMinnesota will share a link to a password protected (password sent separately) folder containing a list of Math Corps students in the district, along with their Math Corps ID number.

May 2024: DPS will transpose the Math Corps IDs to a data file containing student name, grade, gender, race, and seasonal FastBridge math scores.

May 2024: DPS will provide ServeMinnesota a de-identified dataset consisting of the data elements outlined above, with the exception of student names, which will be removed. Transfer will occur in accordance with DPS requirements.

- *July 2024:* ServeMinnesota will produce and share an evaluation report composed of visual and narrative summaries of key outcomes across and within grades. ServeMinnesota will share this report directly with DPS. Upon request, ServeMinnesota will produce a brief report solely focused on schools in the district. Strong leadership and people management skills, with experience in supervising and mentoring staff members.

