

Collaborative Data Transfer and Use Agreement (“Agreement”)	
Project Title:	National Student Support Accelerator: Effects of tutoring at Ector County ISD
Agreement Term	Start Date: Effective date is the last date of signature on signature page
	End Date: Three years from Effective Date

Terms and Conditions

This Agreement is binding upon the following Parties who have executed the Signature Pages:

Brown University, Ector County Independent School District (“Ector County ISD”), and FEV Tutor (“FEV”)

- 1) Each Party shall provide the data set(s) described in its respective Signature Page (the “Data”) to the other Parties for the research purpose set forth in Attachment 1 (the “Project”). Each Party is a Providing Party when providing Data and a Receiving Party when receiving Data. Providing Party shall retain ownership of any rights it may have in its Data and does not transfer any rights in the Data to the other Parties other than as set forth herein.
- 2) Receiving Party shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Receiving Party’s faculty, employees, fellows, students, and agents (“Receiving Party Personnel”) and Third Party Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, “Authorized Persons”).
- 3) Except as authorized under this Agreement or otherwise required by law, Receiving Party 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 Providing Party. Receiving Party 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 in the applicable Attachment 2.
- 4) 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.
- 5) The Parties are encouraged to make publicly available the results of the Project. Before any Party submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the other Parties will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. The Parties contributing to each jointly authored publication will together make decisions on authorship of such publications. Authorship will be in accordance with academic and/or scholarly standards.
- 6) Publishing Parties agree to recognize the contribution of the Providing Parties as the source of the Data in all written, visual, or oral public disclosures concerning research using the Data, as appropriate in accordance with academic and/or scholarly standards and in any specific format that has been indicated in the applicable Providing Party’s Signature Page.
- 7) Receiving Party shall follow all Special Instructions included in the relevant Providing Party’s Signature Page applicable to the Data that Receiving Party receives.
- 8) 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. With regards to the non-terminating Parties, this Agreement shall continue unaffected, unless mutually agreed upon between the non-terminating Parties. The terminating Party shall reasonably attempt to allow the non-terminating Parties to use the Data to complete the Project, if possible and consistent with the terminating Party's other obligations, and shall follow the reasonable written instructions of the non-terminating Parties regarding disposition of any Data obtained by it under this Agreement. The non-terminating Parties shall follow the reasonable written instructions of the terminating Party as to disposition of the terminating Party's Data; provided, however, that each Receiving Party may retain one (1) copy of the Data to the extent reasonably necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification, not to exceed a period of ten (10) years from the End Date.

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. If appropriate pursuant to applicable law, the non-breaching Party(ies) may provide the breaching Party a thirty (30) day period to cure the alleged breach. Otherwise, this Agreement shall terminate immediately upon receipt of notification from the terminating Party to the Contact for Formal Notices listed on the Signature Page for each of the other Parties. All Parties shall promptly return or destroy the Data received under this Agreement as directed by the relevant Providing Party(ies), unless such Parties have entered into a new Data Transfer and Use Agreement to permit their continued use of the Data.

- 9) 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.
- 10) Each Receiving Party 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 the Providing Party. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.
- 11) 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.
- 12) 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. Signature Page for each Party, including description of such Party's Data and Disposition and Other Special Instructions
 - II. Attachment 1: Project Description and Public Access Requirements
 - III. Attachment 2: Data-specific Terms and Conditions
 - IV. Attachment 3: Identification of Permitted Third Parties (if any)

In the event of any conflict between the obligations set forth in the applicable Attachment 2 and this Agreement, the obligations set forth in the applicable Attachment 2 shall prevail.

- 13) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.
- 14) In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.
- 15) 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.

Signature of the Authorized Official of each Party appears on the Signature Page attached for such Party.

Signature Page

National Student Support Accelerator: Effects of tutoring at Ector County ISD

For: Ector County Independent School District

This Party is a: Both Provider and Recipient

Attachment 2 type that applies to Data Provided by this Party: Personally Identifiable Information - FERPA

Description of Data Provided by this Party:

Ector County ISD will provide Parties the relevant data outlined in Appendix A ("Data Requested"), related to student characteristics, assessments or behavior/class performance, parental information, teacher characteristics, student/teacher link, other information, and information on tutoring. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Appendix A and Attachment 1.

Disposition Instructions:

None

Other Special Instructions:

None

For: FEV Tutors

This Party is a: Both Provider and Recipient

Attachment 2 type that applies to Data Provided by this Party: Personally Identifiable Information - FERPA

Description of Data Provided by this Party:

FEV Tutors will provide Parties the relevant data outlined in Appendix A ("Data Requested"), related to student characteristics, tutor characteristics, student engagements, session data, tutor-student link, and other information related to the tutoring platform. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Attachment 1.

Disposition Instructions:

None

Other Special Instructions:

None

For: Brown University

This Party is a: Recipient Only

Attachment 2 type that applies to Data Provided by this Party: Personally Identifiable Information - FERPA

Description of Data Received by this Party:

Brown University will receive the relevant data from Parties as outlined in Appendix A ("Data Requested"), related to student characteristics, assessments or behavior/class performance, parental information, teacher characteristics, student/teacher link, other information, and information on tutoring. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Attachment 1.

Signature Page for Parties continued

National Student Support Accelerator: Effects of tutoring at Ector County ISD

Brown University

Lead Researcher Name: Dr. Susanna Loeb, Director, Annenberg Institute

Lead Researcher Email: susanna_loeb@brown.edu

Send Data electronically to:

Name: The Brown University research team, led by Dr. Susanna Loeb

Email: susanna_loeb@brown.edu

Address: 164 Angell St., 2nd floor, Providence, RI 02906

Phone: 401 863-7062

Contact Information for Formal Notices:

Name: Jennifer Welch

Email: jennifer_welch@brown.edu

Address: 350 Eddy Street, Box 1986, Providence, RI 02903

Phone: 401-863-3278

The undersigned Authorized Official of Brown University expressly represents and affirms 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 institution.

Signature:

Name: Jennifer Welch

Title: Research Agreement Manager

Date:

Signature Page for Parties continued

National Student Support Accelerator: Effects of tutoring at Ector County ISD

Ector County ISD

Name:

Email:

Send Data electronically to:

Name:

Email:

Address:

Phone:

Contact Information for Formal Notices:

Name:

Email:

Address:

Phone:

The undersigned Authorized Official of Ector County ISD expressly represents and affirms 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 institution.

Signature:

Name:

Title:

Date:

Signature Page for Parties continued

National Student Support Accelerator: Effects of tutoring at Ector County ISD

FEV Tutors

Name:

Email:

Send Data electronically to:

Name:

Email:

Address:

Phone:

Contact Information for Formal Notices:

Name:

Email:

Address:

Phone:

The undersigned Authorized Official of FEV Tutors expressly represents and affirms 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 institution.

Signature:

Name:

Title:

Date:

Attachment 1
Project Description and Public Access Requirements

As a *National Student Support Accelerator* test site, Ector County ISD is partnering with an approved tutoring providers (FEV Tutors, Air Tutors, and Amplify) to implement tutoring with its students. The goal of this research is to test models for efficacy and better understand barriers to effective implementation, potential for expansion and sustainability, and drivers of success. The Accelerator will study the implementation of high-impact tutoring and provide a report to Ector County ISD to help with further implementation and planning.

The Brown's research team will conduct data analyses to explore the impact of having access to the tutoring program. The studied outcomes will include, but are not limited to, student learning, student behaviors, student perceptions, teacher perceptions, family perceptions, etc. The research team will also explore whether the tutoring program was more effective for students with particular characteristics. These analyses will also utilize student-level engagement data from the tutoring provider.

Public Access Requirements:

None

Attachment 2 Data-specific Terms and Conditions

Attachment 2
Data Transfer and Use Agreement
Data-specific Terms and Conditions:
Personally Identifiable Information - FERPA

Additional Terms and Conditions:

1. The Data is Personally Identifiable Information, as that is defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. §1232(g) and regulations at 34 C.F.R. §99.3 (collectively, “FERPA”) and is further categorized as Education Records and/or Treatment Records as those terms are defined in FERPA.
 - If checked, the Data is covered under a Certificate of Confidentiality, which must be asserted against compulsory legal demands, such as court orders and subpoenas for identifying information or characteristics of a research participant. See <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-17-109.html> for further information.
2. Notwithstanding any statement herein to the contrary and pursuant to 34 CFR §99.31(a)(6), Provider represents that it has full authority to share the Data with the Recipient for the Project.
3. Unless otherwise required by law or legal process, Recipient shall not use or further disclose the Data other than as permitted by this Agreement. If Recipient believes it is required by law or legal process to use or disclose the Data, it will promptly notify Provider, to the extent allowed by law, prior to such use or disclosure and will disclose the least possible amount of Data necessary to fulfill its legal obligations.
4. In the event Recipient becomes aware of any use or disclosure of the Data not provided for by this Agreement, Recipient shall take any appropriate steps to minimize the impact of such unauthorized use or disclosure as soon as practicable and shall notify Provider of such use or disclosure as soon as possible, but no later than 5 business days after discovery of the unauthorized use or disclosure. Recipient shall cooperate with Provider to investigate, correct, and/or mitigate such unauthorized use or disclosure. Recipient acknowledges that Provider may have an obligation to make further notifications under applicable state law and shall cooperate with the Provider to the extent necessary to enable Provider to meet all such obligations.
5. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to contact individuals who are the subjects of the Data without appropriate Institutional Review Board (IRB) approval, specific written approval from Provider, and informed consent and authorization from the individual or a waiver, if required.
6. Recipient agrees to store Data with security controls adequate to protect Personally Identifiable Information, to ensure that only Authorized Persons have access to the Data, and to maintain appropriate control over the Data at all times.
7. Pursuant to 34 CFR §99, Recipient agrees to remove and securely destroy, as directed by the Provider in Attachment 1, the Personally Identifiable Information at the earliest time at which removal and destruction can be accomplished consistent with the Project.
8. By signing this Agreement, Recipient provides assurance that its relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB review or approval that may be required prior to Recipient’s use of the Data. Upon Provider’s written request to the Recipient’s Contact for Formal Notices identified in the signature block, Recipient shall provide documentation of its IRB-Approved Protocol.

Attachment 3
Identification of Permitted Third Parties (if any)

For all purposes of this Agreement, the definition of "Third Party Personnel" "Third Party Personnel" means: None. No Third Parties are permitted on the Project.

Appendix A

Data Requested

Parties are requesting the following raw data for 2018-2019, 2019- 2020. 2020-2021, 2021-2022, and 2022-2023 school year(s):

	Element	Data Source
Student Characteristics (All students in the district for SY19, SY20, SY21, SY22, SY23)	Student ID (common identifier across data elements/sources)	ECISD
	First name, Middle name, Last name	ECISD
	School	ECISD
	Grade level	ECISD
	Date of birth	ECISD
	Birth place	ECISD
	Gender	ECISD
	Race and ethnicity	ECISD
	Special Education indicator	ECISD
	Economically Disadvantaged indicator	ECISD
	Free and Reduced Lunch indicator	ECISD
	Homeless indicator	ECISD
	Foster indicator	ECISD
	Talented and gifted	ECISD
	Home Language	ECISD
	Student Language	ECISD
	LEP program (disaggregated)	ECISD
	Multi-language learner (MLL) indicator	ECISD
	Long term English language learner indicator	ECISD
	Date of MLL reclassification	ECISD
English Language Learner designation (and date of entry/exit)	ECISD	
Language Assessment score	ECISD	

	Ever retained in a grade indicator (if yes, date/grade level info)	ECISD
	Attendance	ECISD
	Number of Absences/Dates of Absences	ECISD
	Days enrolled	ECISD
	Transfer/Exit information (with dates)	ECISD
	Discipline/behavior (i.e., suspensions, referrals, time loss of instruction)	ECISD
	Juvenile Detention Center indicator (and dates of entry/exit)	ECISD
	Advanced Courses	ECISD
	AP courses	ECISD
	IB courses	ECISD
	College courses	ECISD
	Virtual/in-person attendance status	ECISD
	Assessments/ Tests of Behavior/Class Performance (All students in the district for SY19, SY20, SY21, SY22, SY23)	Cumulative GPA
Quarter/semester grades		ECISD
Final course grades		ECISD
State standardized test scores		ECISD
Interim Assessments		ECISD
District Assessments		ECISD
PSAT		ECISD
ACT		ECISD
SAT		ECISD
AP Scores		ECISD
G/T Testing		ECISD
Teacher observation assessment, if available (e.g., CLASS)		ECISD
Teacher Characteristics		Teacher ID
	Ethnicity/Race	ECISD

(SY19, SY20, SY21, SY22, SY23)	Gender	ECISD
	Year of experience	ECISD
	Years in the district	ECISD
	Number of absences/Date of absences	ECISD
	Value added accountability system score for teachers	ECISD
School Characteristics (SY19, SY20, SY21, SY22, SY23)	Percent students with economically disadvantaged indicator	ECISD
	Percent students with free and/or reduced price lunch	ECISD
	Percent of homeless students	ECISD
Student-Teacher Link (SY19, SY20, SY21, SY22, SY23)	Student ID linked to Teacher ID linked to Course Name and Course Number	ECISD
	Homeroom indicator/Advisory indicator/teacher of record	ECISD
Information on Tutoring (SY22-23)	Student participation indicator for tutoring (by time period and subject)	FEV
	Student-tutor link	FEV
District/Tutoring Provider Data (SY 22-23)	Session-level data (e.g., attendance, engagement for individual students, group size)	FEV
	Additional student-level engagement data, if available	FEV
	Tutor-student session match data	FEV
	Tutor ID	FEV
	Tutor race	FEV
	Tutor gender	FEV
	Tutor occupation	FEV
	Tutor education level completed	FEV
	Tutor teaching certification	FEV
Tutor teaching experience	FEV	

	Additional Tutor demographic data, if available	FEV
	Additional Tutor experience data, if available	FEV
	In-Session data video recording	FEV
	Audio recording	FEV
	Transcripts	FEV
	Chats/messages/whiteboard usage in session	FEV
	Digital materials/uploads used in session	FEV
	Likelihood of tutor becoming a teacher	FEV
Survey Data (SY19, SY20, SY21, SY22, SY 23)	Student survey(s)	FEV, ECISD
	Tutor survey(s)	FEV
	Teacher survey(s)	ECISD
	Parent survey(s)	ECISD
	Additional perception surveys (administrator, staff, etc.)	ECISD
	Climate survey	ECISD