

INDEPENDENT RESEARCH AGREEMENT
Between
MAINSTAY CARE & CONSULTATION, LLC
And
THE SANTA BARBARA UNIFIED SCHOOL DISTRICT

“EVALUATION OF THE SBUNIFIED PILOT READING INTERVENTION FOR ELEMENTARY STUDENTS WITH DYSLEXIA”

This Agreement (“Agreement”) is entered into on this 24th day of September, 2018 by and between MAINSTAY CARE & CONSULTATION, LLC, hereinafter called “Researcher,” and, THE SANTA BARBARA UNIFIED SCHOOL DISTRICT, a California public school district, having a principal place of business at 720 Santa Barbara St., Santa Barbara, CA, 93103, hereinafter called “SBUSD.”

NOW THEREFORE, the parties agree as follows:

1. Scope of Work

RESEARCHER shall use reasonable efforts to perform the activities set forth in the scope of work described in the attached Exhibit A. SBUSD acknowledges and agrees that RESEARCHER cannot guarantee the results of any of its research activities, and that minor deviations from this scope of work may occur to further the evaluation goals outlined in Exhibit A.

2. Performance Period and Term of the Agreement

The Term of this Agreement shall be from September 24, 2018 through June 30, 2019.

3. Parties

In the event that the RESEARCHER becomes unable or unwilling to continue work under this Agreement, SBUSD will have the option to terminate this Agreement in accordance with Article 12 hereof. The RESEARCHER’S Principal Investigator’s are Drs. Randy Yu and Aaron Haddock.

The SBUSD Representative is Dr. Chelsea Guillermo-Wann, Director of Research and Evaluation, who is the District point person to coordinate the approval of all research and evaluation.

The SBUSD Liaison is John Schettler, Director of Special Education. The SBUSD Liaison will be the primary point person at the research site, and will monitor the evaluation at the implementation level to ensure that it is being conducted as proposed and meets the obligations of this agreement.

4. Cost

There shall be not cost to SBUSD for the services provided under this agreement.

5. Rights in Data

RESEARCHER will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by RESEARCHER under this Agreement or received in the performance of this Agreement except as set forth in Article 5 and Article 7 hereof.

6. Access to Student Data and Compliance with FERPA

RESEARCHER will comply with the provisions of FERPA (20 U.S.C. §1232g) . For the purposes of this agreement, RESEARCHER will use data collected by the RESEARCHER and disclosed by SBUSD in the performance of this agreement for no purpose other than research authorized under §99.31 (6) of Title 34, Code of Federal Regulations. If student records data is to be collected by or disclosed by SBUSD to RESEARCHER for any purpose other than those authorized under §99.31 (6) of Title 34, then RESEARCHER shall obtain written parental consent for disclosure of student records and shall furnish SBUSD with a copy of the written parental consent. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, RESEARCHER will not disclose any data contained under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.

RESEARCHER will abide by information re-disclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students' education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students.

RESEARCHER shall destroy or return to the SBUSD Representative all data obtained under this agreement upon the earlier of i) termination of this agreement, or ii) when they are no longer needed for the purpose for which they were obtained in compliance with 34 CFR §99.31(6)(ii)(B); §99.35 (b)(2). In any event, return or destruction of data shall not occur later than three years from when this agreement was signed by the RESEARCHER. If the records are destroyed, RESEARCHER shall provide proof of their destruction to SBUSD via email confirmation from RESEARCHER to SBUSD Representative.

RESEARCHER's authorized representatives to request and receive student and/or employee records data, are the Principal Investigators stated in Article 3. This request will be sent via an email from the Principal Investigator to the SBUSD Representative.

SBUSD agrees that the SBUSD Representative will disclose the following de-identified student records data to the RESEARCHER: Grade level, ELL status, Renaissance STAR scale scores and performance levels, and state achievement scale scores and performance levels for 2017-18 and 2018-19.

RESEARCHER is permitted to disclose student records to RESEARCHER project personnel, but only to the extent this information is required by project personnel to meet their obligations to the performance of this Agreement.

7. Reports

RESEARCHER will provide SBUSD with a written summary of their research findings upon the completion of their research as detailed in Exhibit A. SBUSD will have the right to use any technical reports delivered hereunder. It is agreed, however, that under no circumstances will SBUSD state or imply in any publication or other published announcement that RESEARCHER has tested, endorsed or approved any product, service or company. SBUSD understands and agrees that such data is provided

“as is” and thus, SBUSD uses such data at its own risk. RESEARCHER extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

8. Confidentiality

During the course of this Agreement, SBUSD may provide RESEARCHER with certain proprietary business or technical information or materials (“Confidential Information”). Except as required by law, and as long as all written disclosures of Confidential Information are clearly marked “Confidential” and all oral disclosures of Confidential Information are both identified as confidential at the time of disclosure and are thereafter reduced to a writing that is clearly marked “Confidential” within fourteen (14) days of such oral disclosure, RESEARCHER will hold Confidential Information in confidence and agrees to prevent its disclosure to third parties using the same degree of care that RESEARCHER uses with its own information of like kind. Confidential Information shall be provided only to RESEARCHER, and only on a “need to know” basis. This obligation shall continue in effect for three (3) years after expiration or termination of the Agreement.

Information and materials disclosed by SBUSD shall not be considered confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in RESEARCHER’s possession prior to SBUSD’s disclosure as shown by written records; (3) is rightfully disclosed to RESEARCHER by a third party; or, (4) is independently developed by or for RESEARCHER without reliance upon confidential information received by SBUSD.

Because RESEARCHER is an independent contractor, and does not have identified resources to sustain liability for disclosure of information, SBUSD agrees that no financial liability shall attach to RESEARCHER in the event such disclosure occurs.

9. Publication

Subject to the requirements of Article 5 of this Agreement, RESEARCHER shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. RESEARCHER will furnish SBUSD with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (“Review Period”). Upon written notification by SBUSD within the Review Period, RESEARCHER agrees to delete any of SBUSD’s Confidential Information that appears in the publication.

10. Human Studies

Any use of human subjects in the performance of research hereunder shall comply with all applicable laws and government regulations.

11. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below;

RESEARCHER: MAINSTAY CARE & CONSULTATION,
LLC
Attn: Dr. Rondy Yu & Dr. Aaron Haddock
3709 Calle Cita
Santa Barbara, CA 93105
Mainstaycare.contact@gmail.com

SBUSD: Cary Matsuoka
Superintendent
720 Santa Barbara Street
Santa Barbara, CA 93101

With a copy to;
Dr. Chelsea Guillermo-Wann
Director, Research and Evaluation
720 Santa Barbara Street
Santa Barbara, CA 93101
cwann@sbunified.org

12. Termination

Either RESEARCHER or SBUSD may terminate this Agreement either for cause or without cause by giving sixty (60) days written notice to the other.

13. Indemnification

SBUSD shall defend, indemnify, and hold RESEARCHER, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SBUSD, its officers, agents, or employees.

RESEARCHER shall defend, indemnify, and hold SBUSD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RESEARCHER, its officers, agents, or employees.

This section shall survive the termination or expiration of this Agreement.

14. Amendments.

Requests to amend, modify or terminate the terms of this Agreement must comply with the notice requirements of this Agreement. No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

15. Miscellaneous.

Not a Partnership or Joint Venture. It is understood and agreed by the parties that RESEARCHER is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

16. Entire Agreement

This Agreement, and Exhibit A, constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

THE SANTA BARBARA UNIFIED
SCHOOL DISTRICT

MAINSTAY CARE & CONSULTATION,
LLC



By: _____
Name: Cary Matsuoka
Title: Superintendent
Date:

By: _____
Name: Ron Yu & Aaron Haddock
Title: Co-Directors
Date:

EXHIBIT A

Scope of Work

This research project will to provide evaluation consultation and services for the Santa Barbara Unified School District's (SBUSD) implementation of a reading intervention program in Santa Barbara, California. Teachers in SBUSD will provide the intervention for students in 5 schools (Harding University Partnership School, Monroe Elementary School, McKinley Elementary School, Santa Barbara Junior High School, and Santa Barbara High School) during the 2018-2019 academic year. This proposal provides for the evaluation of this service with the goal of demonstrating the efficacy of the program and providing feedback for ongoing program improvement.

The evaluation consultation will assist SBUSD with assessing the process and outcome of the intervention for students with dyslexia across 5 schools. To implement the evaluation, the following activities are proposed: 1) coordination with SBUSD and participating stakeholders and school personnel, 2) fidelity assessment, 3) outcome assessment, 4) qualitative assessment, 5) final report preparation, and 6) presentation of results.

Mainstay Care & Consultation, LLC will collaborate with SBUSD to gather data that will inform the ongoing refinement of the program and implementation processes and provide evidence of the program outcomes. Dr. Rondy Yu and Dr. Aaron Haddock will conduct the following activities:

Description of Scope of Evaluation and Activities:

1. Coordination with SBUSD and participating stakeholders and school personnel regarding the development and implementation of the evaluation plan. This activity consists of consultation regarding the development and implementation of the evaluation plan; coordination with school personnel, program administrators, program leadership, and support personnel; and face-to-face meetings and telephone and email correspondence with SBUSD program leadership.

This activity involves the collection of data to document the implementation of the intervention and its fidelity, the quantity of the intervention students received, and the efficacy of the intervention. This activity includes collaboration on the development of all databases, coordination with the school personnel to collect, organize, and enter data.

2. Fidelity assessment. Best practice in program evaluations recommend measurement of implementation fidelity to understand the degree to which the intervention was delivered as intended and adhered to established guidelines.

This activity involves development of an implementation fidelity checklist for data collection and consultation with program leadership to determine method of data collection (i.e., teacher self-reports and direct observation), essential program components to evaluate, and analysis of fidelity data to inform ongoing implementation efforts.

3. Outcome assessment. The evaluation of the program will examine youth outcomes (i.e., reading skills).

The activity includes all literature searches and reviews to obtain the most appropriate measures for measuring outcomes, data analysis, and consultation related to measurement selection and development, data entry, and working with school staff to obtain data.

4. Report Preparation. The evaluation team will be responsible for coordinating the preparation of reports of findings and the final evaluation report for submission to SBUSD.

The activity includes developing the report format and writing sections that present the evaluation plan,

design, and findings related to program implementation and outcomes.

5. Presentation Preparation and Delivery. The evaluation team will be responsible for the preparation and delivery of presentations of findings for intervention stakeholders.

The activity includes preparing and delivering presentations on program evaluation outcomes.

6. Qualitative assessment. The activity includes developing a brief survey to be administered to school administrators for the purpose of gathering information related to program acceptability. In addition, a focus group will be held with teachers to gather information related to program acceptability and implementation modifications. Focus groups may also be conducted with secondary level students to gather information about their experience in the intervention program. A survey will also be developed and administered to students to gather information related to non-cognitive factors related to reading achievement. Information gathered, whether by survey or through focus groups, will be summarized and included in the final outcome assessment report. RESEARCHERS agrees to seek SBUSD approval of all data collection tools that will be developed in conjunction with this qualitative assessment portion of the scope of work.