

MEMORANDUM OF UNDERSTANDING
between
SANTA BARBARA UNIFIED SCHOOL DISTRICT
and
CHILD ABUSE LISTENING MEDIATION

HEROES: Trauma-Informed Prevention for Latino/a Youth and Parents

This Memorandum of Understanding (hereinafter "Agreement") is made effective as of February 14, 2017 by and between the **SANTA BARBARA UNIFIED SCHOOL DISTRICT** (hereinafter "SBUSD") and **CHILD ABUSE LISTENING MEDIATION** (hereinafter "CALM").

WHEREAS, CALM is a non-profit organization dedicated, in part, to prevent, assess, and treat child abuse in Santa Barbara County;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. Statement of Work

1.1 Project Abstract. The study is focused on prevention for Latino/a youth and families and has been derived from a longstanding community-based participatory research project. In partnership with UCSB (see also agreement #OA20170123 between SBUSD and UCSB), CALM will pilot a multi-level family-focused intervention which uses a low cost, culturally attentive, parent-youth engagement strategy focused on adapting an empirically supported Latina parent training program, and incorporating a trauma-informed approach to prevent violence and related health disparities among Latino youth.

1.2 Responsibilities of SBUSD.

- Allow researchers to conduct research activities (recruit, survey, and provide prevention programming to participants) during designated times at approved school sites.
- SBUSD Sponsors will help to coordinate research activities, space, and scheduling to meet with participants, so that it works well in collaboration with ongoing afterschool activities and resources.

1.3 Responsibilities of the Principal Investigator.

- Collaborate with authorized CALM staff in fulfilling sections 1.3, 2, and 11 of this agreement (see also agreement #OA20170123 between SBUSD and UCSB).
- Coordinate and oversee all aspects of the research activities including recruitment, data collection, and prevention programming offered to participants.
- Supervise all research and prevention programming staff.
- Communicate with SBUSD Sponsors to coordinate activities.

2. Reports

2.1 The Principal Investigator shall provide SBUSD with an interim technical report 60 days prior to the end date of this Agreement to the SBUSD Representative. A final technical report (herein the "Report")

of program outcomes is due within ninety (90) days after the end date of this Agreement to the SBUSD Representative. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified.

2.2 CALM and SBUSD acknowledge and agree that SBUSD may not and will not disclose to the Principal Investigator any personally identifiable information (PII) from student and/or employee records. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified.

3. Performance Period

3.1 The period of performance and the term of this Agreement will commence on 2/15/2017 and will conclude on 1/23/2019.

4. Cost

4.1 The parties acknowledge and agree that CALM will provide the services described in this Agreement at no cost to SBUSD. The parties acknowledge and agree that SBUSD will provide the services described in this Agreement at no cost to CALM.

5. Principal Investigator and Parties

5.1 CALM's performance hereunder shall be under the direction of Jessica Adams, Ph.D., CALM (herein the "Principal Investigator"). In the event that the Principal Investigator becomes unable or is unwilling to continue work under this Agreement CALM shall work with SBUSD to appoint a mutually agreed upon principal investigator for the duration of this Agreement.

5.2 The SBUSD Representative is Dr. Chelsea Guillermo-Wann, Director of Research and Evaluation, who is the SBUSD point person to coordinate the approval of all research and evaluation. The SBUSD Representative will monitor the research to ensure that it is being conducted as proposed and meets the obligations of this agreement.

5.3 The SBUSD Sponsor is Frann Wageneck, Asst. Superintendent of Student Services, and the respective principals at Franklin, La Cumbre, Goleta Valley Jr. High, Harding, McKinley, Cleveland, and Santa Barbara Jr. High schools. The SBUSD Sponsors will be the primary point person at the research site, and will monitor the research at the site to ensure that it is being conducted as proposed and meets the obligations of this agreement.

6. Use of Reports and Data

6.1 Subject to this Article 6, and in accordance with Article 8 and Article 9 of this Agreement, CALM and SBUSD shall have the right to use the Report and any information or data provided to the other party in connection with this Agreement. It is agreed, however, that under no circumstances will SBUSD state or imply in any publication or other published announcement that CALM has tested, endorsed, or approved any product, service, or company.

7. Disclosure of Student Records Data and Compliance with FERPA

7.1 SBUSD and CALM agree that no FERPA regulated student records data nor personally identifying information will be disclosed by SBUSD to CALM for any purpose under this Agreement.

8. Confidentiality

8.1 During the term of this Agreement, SBUSD might provide CALM, and CALM might provide SBUSD, with certain proprietary business or technical information or other confidential materials (“Confidential Information”). Except as required by law, and provided that all such written information or materials are clearly marked “Confidential”, and provided that all oral disclosures of such information or materials are reduced to a writing clearly marked “Confidential” that is provided to the respective party within thirty (30) days of such oral disclosure, CALM and SBUSD will hold such information and materials in confidence and each hereby agrees to use reasonable efforts to prevent its disclosure to third parties. SBUSD acknowledges and agrees that SBUSD will provide Confidential Information only to the Principal Investigator. The obligations set forth in this Article 9 shall continue in effect for three (3) years after the expiration or the termination of this Agreement.

8.2 Information and materials disclosed by SBUSD, or by CALM, will not be considered Confidential Information when such information or materials: (1) are now public knowledge or subsequently become such through no breach of this Agreement; (2) are rightfully in CALM’s or SBUSD’s possession prior to SBUSD’s or CALM’s disclosure as shown by written records; (3) are rightfully disclosed to CALM or to SBUSD by a third party; or, (4) are independently developed by or for CALM or SBUSD without reliance upon confidential information received by SBUSD or CALM. CALM and SBUSD hereby agree that the Report will not be considered Confidential Information.

8.3 Because CALM is a public, non-profit, educational institution and does not have identified resources to sustain liability for disclosure of information, SBUSD agrees that no financial liability shall attach to CALM in the event that CALM breaches its obligations under this Article 9.

9. Publication

9.1 SBUSD acknowledges and agrees that CALM will be permitted to use the information and the data collected by or provided to CALM in connection with this Agreement for appropriate research purposes such as presentations at professional conferences and for scientific publications provided that no individual identifying information is used.

10. Governing Law

11.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California, and without regard to the conflict of laws provisions thereof.

11. Human Subjects Research

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

11.2 CALM must comply with Sponsor’s Board Policy 6162.8 and Administrative Regulation 6162.8.

12. Notice

12.1 Whenever any notice is to be given hereunder, it will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

If to CALM: Alana Walczak
Chief Executive Officer
1236 Chapala
Santa Barbara, CA 93101

If to SBUSD: Cary Matsuoka
Superintendent
Santa Barbara Unified School District
720 Santa Barbara Street
Santa Barbara, CA 93101

With a copy to: Dr. Chelsea Guillermo-Wann
Director, Research and Evaluation
Santa Barbara Unified School District
720 Santa Barbara Street
Santa Barbara, CA 93101

13. Termination

13.1 Either CALM or SBUSD may terminate this Agreement without cause and without liability to the non-terminating party by giving at least thirty (30) days' written notice to the other party.

14. Publicity

14.1 Neither party shall use the name, trade name, trademark, or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party.

15. Indemnification

15.1 SBUSD shall defend, indemnify, and hold CALM, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the 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.

15.2 CALM shall defend, indemnify, and hold SBUSD, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the 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 CALM, its officers, agents or employees.

15.3 CALM and SBUSD shall each provide to the other party evidence of a certificate of insurance.

16. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

16.1 SBUSD ACKNOWLEDGES AND AGREES THAT CALM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE REPORT OR CALM'S ACTIVITIES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SBUSD ACKNOWLEDGES AND AGREES THAT THE REPORT IS PROVIDED "AS IS".

16.2 SBUSD ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CALM WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT.

17. Excusable Delays

17.1 CALM shall be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of CALM. The excusable delay will continue for the period of time affected by the delay. If a delay occurs, the parties shall revise the performance period or other provisions hereunder as appropriate.

17.2 SBUSD shall be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of SBUSD. The excusable delay will continue for the period of time affected by the delay. If a delay occurs, the parties shall revise the performance period or other provisions hereunder as appropriate.

18. Assignment and Delegation

18.1 Neither party shall assign its rights, or delegate its duties, under this Agreement to another without the prior express written consent of the other party.

19. Miscellaneous Provisions

19.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that CALM is performing its services under this Agreement 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.

19.2 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.

19.3 Headings. 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.

19.4 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 set forth a specific time limit for the exercise thereof.

19.5 No Third Party Rights. Nothing in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

19.6 Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties named below have executed a counterpart of this Agreement.

20. Entire Agreement and Modification

20.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed by an authorized signatory of each party hereto.

Approved for
**SANTA BARBARA UNIFIED
SCHOOL DISTRICT**

Approved for
CHILD ABUSE LISTENING MEDIATION

By: Cary Matsuoka
Superintendent

By: Alana Walczak
Chief Executive Officer

Date: _____

Date: _____