



Governing Board Agenda Item

Meeting Date: August 13, 2026

From: Kristin Reidy, Assistant Superintendent

Subject: Ambroso Research and Evaluation Consulting, Inc. Research Memorandum of Understanding and Research Data Sharing Agreement

Priority: To provide rigorous, relevant, and innovative academics

Consent ☐ Action ☒ Discussion ☐

Background:

The purpose of this Memorandum of Understanding and Research Data Sharing Agreement is to provide permission for the District to partner with Ambroso Research and Evaluation Consulting, Inc.

Ambroso Research and Evaluation Consulting, Inc. is conducting a study on the impact of using 95% Reading Achievement Program (RAP) on literacy achievement. The purpose of the study is to evaluate the effectiveness of an evidence-based Tier 3 reading intervention in improving the reading achievement of Kindergarten-6th grade students who are reading significantly below grade level. The study seeks to determine how this intervention impacts students' reading competency while also building the capacity of educators to deliver high-quality, small-group reading instruction. The intervention uses evidence-based instructional strategies and systematic routines to strengthen foundational reading skills for students.

The Memorandum of Understanding outlines the relationship and agreements between Ambroso Research and Evaluation Consulting, Inc. and the District. The Research Data Sharing Agreement outlines what data will be exchanged between the District and Ambroso Research and Evaluation Consulting, Inc. and how that data will be collected and shared.

The Memorandum of Understanding and Research Data Sharing Agreement have been approved by the District's legal counsel.

Recommended Motion:

I move that the Governing Board approve the Ambroso Research and Evaluation Consulting, Inc. Memorandum of Understanding and Research Data Sharing Agreement with Marana Unified School District.

Approved for transmittal to the Governing Board:

A handwritten signature in black ink, appearing to read 'D. Streeter', written over a horizontal line.

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Kristin Reidy, Assistant Superintendent

Phone: (520) 682-4757

RESEARCH DATA SHARING AGREEMENT

THIS AGREEMENT is entered into on this the 24th day of July, 2026 by and between (Ambroso Research and Evaluation Consulting, Inc.) herein called “Research Group”, and the Marana Unified School District, herein called “District” for the period July 2026 through July 2027. The parties hereto agree as follows:

1. ‘Research Group’ is conducting a study on the following: the impact of using 95RAP on literacy achievement. The purpose of the study is to examine the effects of 95 RAP on student literacy outcomes. The study will involve maintaining at least two schools with “business as usual” and at least two schools using 95 RAP through the end of the 2026-2027 school year. To complete the study, ‘Research Group’ has requested District data.
2. The release of District employee information must be in compliance with all applicable laws and regulations.
3. The release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).
4. FERPA permits the disclosure of personally identifiable information of students to an organization conducting a study “for, or on behalf of, educational agencies or institutions” for statutorily enumerated purposes, including for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction. 20 U.S.C. 1232g(b)(1)(F).
5. ‘Research Group’ has submitted its proposed study to the District’s Evaluation and Assessment Department and received approval to conduct the study “for, or on behalf of” the District using District data. Such approval is required prior to any data being released.
6. Student Confidentiality. The District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). ‘Research Group’ and its authorized representatives may only receive student information in compliance with the requirements and exceptions outlined in FERPA. ‘Research Group’ and its authorized representatives acknowledge that they must comply with said law and regulations and safeguard student information. ‘Research Group’ and its authorized representatives may not re-disclose the information to a third party without prior written consent from the District, the parent or eligible student. ‘Research Group’ and its authorized representatives must destroy any student information received from the District when no longer needed for the purposes listed in this Agreement. Any extended use of the data must be specifically authorized in writing in advance of the expiration of the underlying Agreement. ‘Research Group’ and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which ‘Research Group’ protects its own confidential information.
7. The District will provide the following information to the ‘Research Group’:
 - Student literacy assessment data for grades 3-5 during the 2026-2027 school year.
 - Student demographic information (gender, ethnicity, language, F/R lunch, ELL, SPED status)
 - Student roster information (students connected to teachers in classes and schools)

8. **‘Research Group’ acknowledges that the educational records and personally identifiable information from education records provided by the District may only be used to meet the purpose or purposes of the study as stated in this Agreement. If ‘Research Group’ desires to use the records or data obtained from the District to conduct further research not specifically authorized in the Agreement, the parties must enter into a separate or amended agreement.**
9. ‘Research Group’ must conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests. This will typically mean that the ‘Research Group’ should allow internal access to personally identifiable information from education records only to individuals with a legitimate education interest and need to know, and that the ‘Research Group’ should take steps to maintain the confidentiality of the personally identifiable information from education records at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.
10. ‘Research Group’ must destroy all education records and any data derived from personally identifiable information or records when the information is no longer needed for the purposes for which the study was conducted. The District will provide input on the specific time period for destruction as needed, based on the facts and circumstances surrounding the disclosure and study. ‘Research Group’s data destruction policy is attached as an appendix.
11. ‘Research Group’ designates the following individual or entity as an authorized representative: Eric Ambroso. The authorized representative has authority to bind the entity to the requirements of this agreement. The authorized representative shall also require individuals accessing the personally identifiable information from education records to execute affidavits of nondisclosure or other documentation indicating their individual agreement to handle the personally identifiable information from education records properly.
12. ‘Research Group’ must provide District with a copy of policies and procedures, consistent with FERPA and other Federal and State confidentiality and privacy provisions, that will be used to protect personally identifiable information from education records from further disclosure (except back to the District) and unauthorized use, including limiting the use of personally identifiable information from education records to only authorized representatives with legitimate interests in the study. A copy of the ‘Research Group’s confidentiality and privacy provisions are attached as an appendix.
13. Approval to use the personally identifiable information from education records for one study does not confer approval to use the data for another study. The personally identifiable information from education records may only be used for the activities described in this Agreement.
14. The points of contact and data custodians (the individuals directly responsible for managing the data in question) are Eric Ambroso at ‘Research Group’.
15. The disclosure of education records or personally identifiable information from education records to ‘Research Group’ is not an assignment of ownership of the personally identifiable information or records to ‘Research Group’. The District retains ownership of all such records. Personally identifiable information from education records may only be redisclosed with the District’s permission or in compliance with FERPA and its regulations.
16. The District maintains the right to conduct audits or otherwise monitor the ‘Research Group’ receiving personally identifiable information from education records to periodically affirm that the ‘Research Group’ has appropriate policies and procedures in place to protect the personally identifiable information from education records.

17. The failure to comply with the requirements of FERPA will subject the third party to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, 'Research Group' must alert the point person at District upon notification of the breach as soon as practical.
18. The District maintains ownership of all intellectual property rights. 'Research Group' may not use the District's name or logo, the Board members' names or images, and the names or images of students, staff, or facilities for any commercial advertising. The use of the District's intellectual property for non-commercial use requires the prior written consent of the Superintendent of Schools or designee.
19. 'Research Group' shall indemnify, defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, which arise as a result of the 'Research Group's' failure to meet any of its obligations under this agreement.
20. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Arizona, and the parties hereto agree that venue shall be in or near Marana, AZ.

By signing, I certify that I have read and agree with the terms of the Data Sharing Agreement and I am authorized to sign and execute on behalf of my institution.

District

'Research Group'

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



July 20, 2026

Jill Cordova
Elementary Literacy Coordinator
Marana Unified School District
11279 W. Grier Rd., Suite 121A
Marana, AZ 85653

Dear Jill,

95 Percent Group (“Company”) is pleased that Marana County SD (“District”) has agreed to participate in an efficacy study (“Study”) of the 95 RAP (“Programs”) to be conducted by independent 3rd party evaluators (“Evaluators”). This Memorandum of Understanding (“MOU”) outlines the mutual understanding of the parties in the Study.

The schools participating in each group are as follows:

- **Study (treatment) classrooms**
 - Butterfield Elementary
 - Dove Mountain CSTEM K8
 - Gladden Farms Elementary
 - Picture Rocks Elementary
 - Twin Peaks K8
- **Comparison (business as usual) classrooms**
 - TBD

As part of this Study, and in consideration for the benefits and incentives laid out in this MOU below, the District agrees to help the Company and the Evaluators by ensuring the District and its staff complete the following:

1. Implement the Programs with fidelity in all Study (treatment) schools including providing intervention as designed to include
 - a. Trained personnel implement program and deliver the instruction
 - b. Identified students in groups of 5 students or less
 - c. For a 40-60 minute uninterrupted time block
 - d. 4 –5 times a week
 - e. A minimum of 30 weeks
2. Ensure that intervention, special education, and/or general education teachers of the Study (Treatment) school participate in and successfully complete initial 20 hours of asynchronous/ online training, 6- hour training with guided practice, and virtual coaching sessions three times per year



3. Ensure the Comparison schools continue with “business as usual” and agree not to begin using any new reading intervention materials in first through fifth grade during the study year, including not implementing any 95 Percent Group intervention materials or 95 Phonics Core Program
4. Support data collection activities conducted by researcher, including quantitative administrative data, surveys, and onsite observation and interviews described below
5. Execute data sharing agreements with the Evaluator
6. Conduct all student assessments (universal screening data and diagnostic assessments, PSI) in all Study (Treatment) and Comparison schools
7. Provide de-identified data to the Evaluators, as agreed in the data sharing agreement
8. Both Study (Treatment) and Comparison schools participate in online surveys at least once per year.
9. Participate in in-person or virtual interviews, onsite observations and either virtual or in-person teacher focus groups for each Study (treatment) classroom and Comparison classroom, if requested.
10. Communicate needs, including those of discontinuing study activities, often and early to remedy issues promptly

In consideration for supporting the Company and the Evaluators during the Study, the Company will provide the following benefits and incentives to the District:

1. The Company will provide the District a report on the impact of the program on its student to share with stakeholders such as the board and teachers/principals.
2. The Company will provide the District with summaries of data including teacher surveys, interviews and program impact to help with informed district decision making.
3. The District will be given the following special discounts on 95 Percent Group Products and Services with an approximate value of \$28,755 with an additional \$24,250 to support teacher training for a total approximate value of \$53,005.

For schools that complete the study using 95 RAP (treatment):

- Complimentary 95 RAP training package and licenses for one year for each teacher in the Study schools that includes virtual coaching (26 hours of asynchronous and synchronous professional learning).



- The district will receive initial virtual 95 RAP Professional Development designed for the treatment schools before the 26-27 school year.
- Teacher Training includes:
 - 20 hours of self-paced online coursework
 - One 6-hour live training with guided practice using the technology
 - A dedicated coach and three formal virtual coaching observations
 - Administrator Training Includes:
 - 95 RAP for Leaders course is asynchronous and admins will be enrolled as part of program.
 - Administrators will be trained and granted District/School Admin access to 95 RAP app to review usage data for teachers participating in the program
 - Implementation admin launch call including information for district admins about accessing data to support building capacity during implementation (1 hour).
- Teacher-focused incentive of \$1000 per teacher trained in 95 RAP. This incentive will be paid upon completion of 20 hours of asynchronous training and attending the synchronous 6-hour webinar. This incentive covers teachers' time outside of contract hours, covers daily substitute pay for each teacher who attends the synchronous webinar, and any coaching follow-up sessions that fall outside of school dates and times.

For schools that complete the study, but using “business as usual” (comparison):

- Each school will be offered a 15% discount on 95 RAP purchases for the 2027/2028 school year.

We sincerely appreciate this opportunity to partner with you on this important Study. We firmly believe that through participation in the Study, your district will have a clear understanding of the impact of the Program on your students compared to students in other schools in the district using current “business as usual” programs. Additionally, we are confident that teachers within the district will be fulfilled knowing that they will directly contribute to expanding the overall research base of Structured Literacy (explicit, systematic, and sequential phonics instruction).

If you agree with the terms of this MOU, please acknowledge your agreement by signing and returning this letter in the space provided below.

Sincerely,

Brad Lindaas

Brad Lindaas
Chief Executive Officer
95 Percent Group Inc.



Agreed to for Marana County School District:

Signature

Title

Date