

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of September 1, 2016 ("Effective Date") between the San Rafael City Schools (the "District") and the Sobrato Family Foundation ("SFF").

RECITALS

A. SFF is California nonprofit public benefit corporation that is tax-exempt under Internal Revenue Code Section 501(c)(3) and that is a private foundation.

B. SFF has developed and operates a program known as SOBRATO EARLY ACADEMIC LANGUAGE or "Sobrato Early Academic Language." The Sobrato Early Academic Language program or model (the "Model") is designed to address the needs of English learner children within the context of all grade-level classrooms from Pre-K through third grade. The Model develops language and literacy skills for academic success and prepares all children for the Common Core standards. SFF has replicated the Model in several school districts, and the Model has demonstrated powerful impacts. SFF is replicating the Model in several districts, including San Rafael City Schools, and is continuing to evaluate the impacts.

C. The District is interested in providing SEAL professional development ("supplemental new teacher implementation activities") for all newly hired teachers in San Rafael who are placed at any of the six (6) school sites where SEAL is in current implementation: Sun Valley, San Pedro, Coleman, Bahia Vista, Venetia Valley and Laurel Dell elementary schools, and any corresponding early childhood development centers, as applicable and appropriate. The sites listed have teachers who are new and need SEAL professional development so the model is fully implemented across all classrooms PreK-3rd grade. SEAL trainers will provide a modified set of trainings, mutually agreeable to SEAL and the District, which reaches across PreK-3rd grade to accommodate the Model's grade spans.

E. This agreement covers a period from September 2016 through June 2018 for the District. The parties intend for the effort to commence in September 2016 and conclude in June 2018, all subject to the terms and conditions set forth in this MOU.

This MOU is a statement of commitment to implement the Sobrato Early Academic Language and keeps all teachers current with grade level colleagues, increasing alignment and coherence across school sites within the district. It includes descriptions of shared beliefs and collaborative interactions – it is not a contract for services. Now therefore, for good and valuable consideration, the parties hereby agree as follows:

1. Obligations of SFF.

A. SFF hereby provides a royalty free, non-exclusive license to the District to use the “Sobrato Early Academic Language” name and all intellectual property associated with the solely for the purposes set forth in this MOU.

B. SFF will provide support to enable the District to implement the supplemental new teacher implementation activities, that addresses instructional strategies and thematic integrated curricular design built upon science, social studies and the Common Core (Language Arts and ELD) standards; leadership development and support focusing upon program design, articulation and alignment; and training and support for District-provided Sobrato Early Academic Language Coach/Facilitators. Implementation support for the supplemental new teacher implementation activities will be provided by members of the Sobrato Early Academic Language Model team, including, but not limited to, Dr. Laurie Olsen, Director; Anya Hurwitz, Deputy Director; Patty Delaney, Director of District Partnerships; and trainers experienced in Sobrato Early Academic Language implementation, under the direction of Jennifer Analla, Sobrato Early Academic Language Director of Training and Strategic Design. Support from SFF will include the following:

- 1 Day SEAL New Teacher Launch
- Modified SEAL Modules I through VI
 - Trainings will be provided by SEAL Trainers, mutually agreeable to SEAL and the District, to accommodate a mixture of PreK through 3rd grade teachers that are new to SEAL grade levels in the 2016-17 school year at the six (6) sites listed on this agreement
 - The training series will run the Launch and Modules I-III during the 2016-17 school year, and Modules IV-VI in the 2017-18 school year for this new set of teachers

2. Obligations of the District.

The parties agree that successful replication of the comprehensive Sobrato Early Academic Language supplemental new teacher implementation activities requires a strong commitment on the part of the District and each school site. Accordingly the District agrees to support the program by ensuring participation in the SEAL activities and services as described in item 1.B. in this MOU.

3. Mutual Understandings.

The parties agree that the ensuring new teachers have the same levels of professional development is a comprehensive approach to ensuring increased longevity and consistency in the successful replication of the SEAL PreK-3 Model, and supports on-going infusion of multiple aspects of instruction, curriculum, teaching and learning. Successful replication rests upon basic understandings:

- Language and cognitive development for young English Learners is strengthened through an articulated PreK-3 developmental model. This

requires equal participation, collaboration, and alignment of the early childhood education and the K-3 systems.

- Meaningful, articulated and consistent implementation PreK-3 of instructional improvement and curriculum realignment to the Common Core require an investment in professional development, coaching, and grade-level collaboration and planning.
- Biliteracy is an asset, with many benefits to children and society. Furthermore, the home language plays a powerful role in language and literacy development for young dual language children along with the development of English. Both bilingual programs and SEI classroom settings have a role to play in affirming bilingual development.
- The Model is simultaneously a powerful early foundation for English Learners and an implementation of the Common Core language arts standards for all students. Both call for a sustained multi-year investment in curriculum realignment, professional development and building institutional capacity. “Holding the course” over the 3 year duration of the replication effort will produce the deepest outcomes the model can deliver.
- The District is fully committed to implementation and has secured affirmative support for replicating the Model across multiple levels of stakeholders in the district – teachers, coaches, principals, district staff, Superintendent and school board.

4. Financial Agreement.

In order to assist SFF in providing the support necessary to continue replication of the Model pursuant to this MOU, the District agrees to pay SFF the sum \$25,000, payable by check or wire transfer. SFF shall issue invoice for payment. The payment schedule is as follows:

| | |
|----------|-------------------|
| \$15,000 | November 1, 2016 |
| \$10,000 | September 1, 2017 |
| \$25,000 | Total |

5. Intellectual Property and Proprietary Information.

The parties agree that the name “Sobrato Early Academic Language” including all written materials related to the supplemental new teacher implementation activities and all know-how related to the are the intellectual property of SFF and are being licensed to the District under this MOU to enable the District to implement and operate at its own

school sites. In the event that SFF, in its sole discretion, determines that the District is operating the supplemental new teacher implementation activities under the Sobrato Early Academic Language name, or utilizing the intellectual property in a manner that jeopardizes the goodwill, integrity, or quality of the supplemental new teacher implementation activities or the name, then SFF will notify the District in writing, and within 30 calendar days, the District will discontinue its use of the Sobrato Early Academic Language name. This paragraph 5 shall continue beyond the term of this MOU for as long as the District continues to use the intellectual property, or Sobrato Early Academic Language name in connection with the supplemental new teacher implementation activities.

6. Announcements.

The District shall submit in advance to SFF, for review and revision at the sole discretion of SFF, any announcements the District intends to make regarding the supplemental new teacher implementation activities, and any publications referring to the supplemental new teacher implementation activities or to Sobrato Early Academic Language that the District intends to publish.

7. Indemnification.

The District irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SFF, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of The District, its employees, or agents, in carrying out the supplemental new teacher implementation activities or using the Sobrato Early Academic Language name, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of SFF, its officers, directors, employees, or agents.

10. Miscellaneous.

- **No Waivers.** The failure of SFF to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- **Entire Agreement.** This MOU supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This MOU may not be amended or modified, except in a writing signed by both parties.
- **Governing Law.** This MOU shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.
- **Counterparts.** This MOU may be signed in counterparts.

- **Dispute.** In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms and/or conditions of this agreement, settlement shall first be sought in a meeting between Dr. Laurie Olsen, Sobrato Early Academic Language Director and Kenji Treanor, Senior Program Officer for Education at SFF, and the Superintendent or similarly appointed district supervisor of the supplemental new teacher implementation activities. If settlement cannot be reached, the issue shall then be presented to the executives of the two agencies (CEO of SFF and Superintendent of the District) for joint resolution. If such resolution proves ineffective, then both sides shall agree to attend mediation. If a party wishes to pursue mediation they shall provide written notice of such intent and give the responding party 30 days to respond to such demand and allow a total of 60 days from the demand to pass to allow for mediation before filing any action, whether through arbitration or the Superior Court of Santa Clara County. Any mediation shall be conducted through AAA and in accordance with AAA Rules for Commercial Disputes. The parties may stipulate to a mediator other than a AAA mediator.
- **Amendment.** This Memorandum of Understanding may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

In witness whereof, the parties have entered into this MOU as of the Effective Date.

Date: _____

San Rafael City Schools

By: _____

Its: _____

Date: _____

Sobrato Family Foundation

By:  _____

Its: CEO _____

