

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of August 1, 2019 (“Effective Date”) between the San Rafael City Schools District (the “District”) and the Sobrato Early Academic Language Program (“SEAL”).

RECITALS

A. SEAL is California nonprofit public benefit corporation that is tax-exempt under Internal Revenue Code Section 501(c)(3).

B. SEAL 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. SEAL has replicated the Model in several school districts, including San Rafael City Schools District (the “District”), and the Model has demonstrated powerful impacts. SEAL is continuing to evaluate the impacts.

C. Based on the existing partnership of the District and SEAL, the SEAL PreK-3 Model has demonstrated to teachers and district leaders a model of enriched education that addresses the needs of English Learners. Based on collaborative discussions with SEAL and the District, both parties are now interested in providing additional support known as a “Sustainability Pilot Partnership” to develop their internal capacity to train and onboard new teachers in the SEAL Model. Close partnership ensures San Rafael remains abreast of the latest in educational research and pedagogy for meeting needs of their language learners, while developing and deepening the District’s knowledge and capacity to deliver in the SEAL Model. Because SEAL cannot replicate the deep and intensive induction of SEAL Trainers, side-by-side delivery, mentoring, and coaching with a SEAL Co-Trainer will ensure SRCS has the highest level of support in this endeavor. While the basic philosophy, pedagogy, principles and approach of SEAL has been established, to sustain the District’s implementation of the Model requires additional coordination to accommodate the needs and capacity of the sites. This requires the engagement of Coaches, Principals and District leaders of SEAL schools throughout their implementation of the Model and/or subsequent SEAL Sustainability activities. SEAL and the District believe that a SEAL Sustainability Partnership for two additional school years will support consistency, coherence, and continued acceleration of student achievement and access.

D. The District is interested in a SEAL Sustainability Partnership for any teachers and Coaches at any elementary school sites and corresponding child development centers, as applicable and appropriate.

E. The parties intend for the SEAL Sustainability effort to commence in August 2019 and conclude in June 2021, all subject to the terms and conditions set forth in this MOU.

This MOU is a statement of commitment to implement a SEAL Sustainability Partnership, including 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 SEAL.

A. SEAL 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 A SEAL Sustainability Partnership solely for the purposes set forth in this MOU.

B. SEAL will provide support to enable the District to implement a SEAL Sustainability Partnership, 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 SEAL Sustainability activities will be provided by members of the Sobrato Early Academic Language Model team, including, but not limited to, SEAL Executive Director Dr. Anya Hurwitz. Support from SEAL will include the following:

For all Districts participating in Sustainability activities pursuant to this SEAL Sustainability Partnership:

- Continue to build the SEAL knowledge base by providing school and district partners with access to communications throughout the larger SEAL community and network
- Access to refined, updated SEAL materials as applicable, and appropriate
- Additional technical assistance for unidentified district needs

Principal, District Support, and Technical Assistance for participating Districts:

The SEAL Sustainability Partnership includes:

- Support Principals to manage and sustain SEAL implementation through Regional SEAL Principals’ Convenings, including Instructional Rounds, connecting to new conditions/context within education, new learning, and on-boarding new Principals.
- Support District-level leadership to manage and sustain SEAL implementation, through specific Convenings focused on SEAL Sustainability issues connecting to new conditions/context within education, new learning, and on-boarding new District Leadership staff.
- Ongoing technical assistance to Principals and District leaders, similar to what SEAL provides to schools throughout years one through three of

implementation (e.g., one-on-one consultations, small group meetings to provide updates, problem-solve, etc.)

- Participation in SEAL Bilingual Program Convenings, as applicable
- Access to all District Leadership and networking opportunities

All SEAL Convenings will be offered on multiple occasions each school year and the District will receive event calendars in advance.

SEAL Coach/Facilitator and Teacher Support for participating Districts:

The SEAL Sustainability Partnership includes:

- SEAL Coach/Facilitator Convenings
- Provide SEAL Torsh platform license access to web-based inventory of SEAL Model and Sustainability materials
- Support Coach/Facilitators in working with teachers to:
 - Refine strategies and provide refreshers on different parts of SEAL module content when necessary (video, coaching)
 - Review thematic plans and work towards unit refinement
 - Provide tools and tips on how to use the SEAL Teaching Channel platform to provide support for instruction, coherence, and new developments
- Provide Regional trainings for on-boarding new teachers, or teachers new to a SEAL grade level and classroom. Modules I-VI will be offered in SEAL North Bay and South Bay regions. Each Module includes two days of training and require a district coach to attend with teachers in order to maximize the context for all participants. A schedule for Sustainability dates will be shared in advance.
- Sustainability Partnership activities are described in further detail in attached Exhibit A – Scope of Work.

2. Obligations of the District.

The parties agree that successful replication of the SEAL Model requires a continued commitment on the part of the District and each school site. Accordingly the District agrees to support SEAL Sustainability by ensuring the following:

- The District will provide to SEAL for review, in required format, timeline, and per directives to be provided by SEAL personnel, complete Sustainability Rosters of Teachers, Coach Facilitators, Principals, and District-level administrators to be registered for participation in SEAL Sustainability pursuant to this agreement. In order to ensure appropriate access to Sustainability services and support, the parties agree that Sustainability Rosters will be required for submission to SEAL no later than September 30, for each the 2019-2020 and 2020-2021 school years.
- The District will maintain a Sobrato Early Academic Language Coach/Facilitator (minimum of 50% per site) for the duration of the

Sobrato Early Academic Language 4th - 5th Grades implementation. The appropriate candidate is a BCLAD primary grades teacher, with strong expertise in English Learner education and experience as a mentor, coach or resource teacher. For the deepest level of implementation, SEAL recommends coach for each school site at 100% full time, but the minimum requirement is 50%. The district will make every effort to ensure the Sobrato Early Academic Language Coach/Facilitator's job responsibilities will be used solely to fulfill Sobrato Early Academic Language responsibilities 50% of the time.

- SEAL expects District Coach Facilitators to attend Sustainability activities with new teachers to deepen understanding and make meaning of implementation within the context of their District.
- Participation of District Leadership, Principals, Coach/Facilitators and Teachers in the SEAL activities and services as described in item 1.B. above.
- The District will provide teachers with 3-5 Unit Refinement days each school year for all grade levels through provision of substitute teachers, release time, use of available collaboration or prep time, or extended pay. The District shall carry these participation costs solely and consistently across the years of SEAL Sustainability implementation.

3. Mutual Understandings.

The parties agree that the SEAL Sustainability is a part of 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 and sustainable 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” during replication as well as a strategic and intentional sustainability effort will produce the deepest outcomes the model can deliver.
- The District is fully committed to this SEAL Sustainability Partnership 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 replicate the 4th – 5th Grades Model pursuant to this MOU, the District agrees to pay SEAL the sum of \$60,000, payable by check or wire transfer, in two payments. SEAL shall issue invoice for payment. The payment schedule is as follows:

\$30,000	(Year 1)	October 30, 2019
\$30,000	(Year 2)	October 30, 2020
<hr/>		
\$60,000	Total	

The District affirms that payment to SEAL is necessary to ensure SEAL can provide support for the SEAL Sustainability Partnership. Failure of the District to pay SEAL within 30 days of the scheduled payment may result in a suspension of support activities from SEAL. Failure of the District to pay SEAL within 90 days of the scheduled payment may result in cancellation of this agreement.

5. Intellectual Property and Proprietary Information.

The parties agree that the name “Sobrato Early Academic Language” and the SEAL Sustainability Partnership, including all written materials related to SEAL Sustainability activities and all know-how related to the SEAL Sustainability, are the intellectual property of SEAL and are being licensed to the District under this MOU to enable the District to implement and operate SEAL Sustainability at its own school sites. In the event that SEAL, in its sole discretion, determines that the District is operating SEAL Sustainability 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 SEAL Sustainability Partnership or the name, then SEAL 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 SEAL Sustainability Partnership.

6. Term and Termination.

This MOU will commence on the Effective Date and continue for a period of 23 months unless terminated by either party on 60 days notice to the other party, for any reason. Following the termination of this MOU, SEAL at its sole discretion may grant license to the District for continued to use the SEAL Sustainability Partnership, the Sobrato Early Academic Language name, and any materials developed as part of this MOU, subject to SEAL's continuing right to monitor the integrity and goodwill of the intellectual property and name, as provided in Paragraph 5 above.

7. Reporting and Monitoring.

To enable SEAL and San Rafael City Schools District to evaluate the effectiveness of the Model, SEAL is undertaking a formal evaluation of the SEAL model and its implementation – which is being conducted by SEAL and includes third-parties under the direction of SEAL. By entering into this MOU, the District agrees to participate in the evaluation, to work in a collaborative and constructive manner with SEAL and the third-party evaluators, if applicable, for the purposes of observation and data collection and support analysis to develop continuous improvement priorities and evidence of implementation of SEAL Sustainability in the District. At a minimum, the District will:

- Prepare a yearly report to include district and site data as applicable and appropriate under the Education Code, teacher survey results, and a principal's narrative on the depth of the implementation and effectiveness of the program – using Sobrato Early Academic Language templates.
- Be prepared to have site administration occasionally meet with SEAL personnel and/or the outside evaluator to check in on program progress and implementation.

8. Announcements.

The District shall submit in advance to SEAL, for review and revision at the sole discretion of SEAL, any announcements the District intends to make regarding SEAL and/or SEAL Sustainability, and any publications referring to SEAL Sustainability or to Sobrato Early Academic Language that the District intends to publish.

9. Indemnification.

The District irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SEAL, 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 SEAL Sustainability 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 SEAL, its officers, directors, employees, or agents.

10. Miscellaneous.

- **No Waivers.** The failure of SEAL 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. Anya Hurwitz, Sobrato Early Academic Language Executive Director and the Assistant Superintendent or similarly appointed district supervisor of implementation of the SEAL Sustainability Partnership. If settlement cannot be reached, the issue shall then be presented to the executives of the two agencies (Executive Director of SEAL 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 Alameda 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: _____

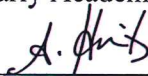
San Rafael City Schools School District

By: _____

Its: _____

Date: 6/5/2019

Sobrato Early Academic Language Program

By: 

Its: Executive Director

Exhibit A: SCOPE OF WORK

San Rafael City Schools District Sustainability Pilot Partnership

SEAL Site Deliverables 2019/2021

SEAL will work closely with SRCS to develop their internal capacity to train and onboard new teachers in the SEAL Model. Close partnership ensures San Rafael remains abreast of the latest in educational research and pedagogy for meeting needs of their language learners, while developing and deepening San Rafael's knowledge and capacity to deliver in the SEAL Model. Because SEAL cannot replicate the deep and intensive induction of SEAL Trainers, side-by-side delivery, mentoring, and coaching with a SEAL Co-Trainer will ensure SRCS has the highest level of support in this endeavor.

1. Site Trainings :

SEAL trainer will co-train with a San Rafael City Schools Teacher on Special Assignment ("TOSA") to provide feedback and training support during delivery of modules and build their capacity as a trainer.

Content	Training dates:	Days
Launch and Module 1	TBD	3 training days + 1 ½ day prep
Module 2	TBD	2 training days + 1 day prep
Module 3	TBD	1 training days + 1/2 day prep
SB prep	TBD	1 training days + 1/2 day prep
Module 4	TBD	2 training days + 1 day prep
Module 5	TBD	2 training days + 1 day prep
Module 6	TBD	1 training days + 1/2 day prep

2. Preparation and Technical Assistance in District Sustainability

SEAL and SRCS agree that in order for sustainability to be successful there are systems in place that need to be planned for, implemented and supported. This is the body of work that describes the support SEAL will provide to plan for SRCS's successful implementation of sustainability.

Deliverables	Due Date	Days
1/2 - 1 day of agenda and PPT review/input before each module (one on one SEAL trainer and district trainer(s))	Ongoing	4-5 days
Annual end of year DOI review & goal-setting sessions	June 2020 and June 2021	2 days
Walk-throughs and DOI data collection - TOSA leads, SEAL supports with first school – TOSA to follow up with walk throughs at all sites	TBD	1 day
Support a plan to incorporate SRCS's own instructional rounds into their regular practice	Ongoing	½ day
Provide feedback to coaches on their video/upload demos and module Draw and Labels	Ongoing	1 day

3. Additional Support to SR:

Deliverables/Milestone Description	Due Date	Days
Virtual attendance for key sections of Module prep days (staying current on module changes and research) for TOSA	6 days TBD throughout the year	6 ½ days
Technical Assistance from SEAL trainer	Ongoing	2 days

Ongoing attendance at Sustainability & Bilingual Coach Convenings (all coaches)	Ongoing	2 days per year = 4 days total
Ongoing attendance at Admin convenings by all Administrators	Ongoing	2-3 days per year= 4-6 days total
Bilingual teacher attendance at bilingual convenings	Ongoing	3 days per year = 6 days total
DRA support	Ongoing	As needed

4. Materials:

SEAL Binder will remain unedited – SRCS will be responsible for making copies of all handouts & ppts.

Deliverables	Due Date	
Parts of Trainers Manual will be shared by SEAL w/some guidance for usage rules	Ongoing	
SEAL provides charts and training boxes during the Module (brought by SEAL co-trainer)	Ongoing	