

**Memorandum of Understanding**  
**Between**  
***San Rafael City Schools***  
**and**  
***The Sobrato Family Foundation***  
***2015-16 and 2016-17 Fiscal years***

**Background**

The District will participating with the Sobrato Foundation in implementing the SEAL (Sobrato Early Academic Language) model in San Rafael. The goal of the initiative is to build the capacity of preschools and elementary schools to powerfully develop the language and literacy skills of Spanish-speaking English learner children, and to close the achievement gap by fourth grade. The Sobrato Foundation has approached the District for the purpose of providing fiscal sponsorship of an *Administrator on Loan* who will function as a Certificated Director for the SEAL Initiative.

**Intent**

It is the purpose of the Memorandum of Understanding (MOU) to specify the agreement between the Sobrato Family Foundation and San Rafael City Schools for the purpose of providing Administrator on Loan services during 2015-16 and 2016-17 and school years.

**Budget and Payment for Services**

- Two Year Budget, for 2015-2016 and 2016-17

The Sobrato Family Foundation will allocate initial funding in the amount of **\$179,051** to San Rafael City Schools to employ Ms. Patricia Delaney **for 225 days** of regular service as a Certificated Director with the SEAL program. This amount is subject to change based on the final costs for the following and will include any compensation increased or changes in H&W and/or payroll taxes:

- **Salary:** ESD Certificated Admin Salary Schedule, Range F, Step 10 with Master's Degree **plus** any % increase offered to other certificated administrators for 2015-16 and 2016-17 by the District.
- **Benefits:** As described on the certificated administrative salary schedule and by the District benefits cap
- **Mileage:** Reimbursement, up to \$5,000 at the IRS rate in effect at the time of mileage reimbursement request
- **Cell phone:** reimbursement up to \$1,600 per year (Average of \$130 per month) (must submit copies of summary phone bills and employee reimbursement form to request reimbursement)
- **STRS:** District Contribution
- **Applicable Payroll Taxes:** Medicare, State Unemployment Insurance, Worker's Compensation, etc.

**Scope of Work**

The Director will perform the duties described in the position description, including effective communication and working collaboratively with co-workers and supervisors to build the infrastructure and systems necessary for quality implementation and widespread replication of the SEAL model, including oversight and supervision of certificated teachers on special assignment employed as SEAL trainers from various Districts through the Sobrato Family Foundation; outreach to potential SEAL replication districts; technical assistance for school sites implementing SEAL, including working with site coaches and classroom teachers; and district leadership related to English learner education and school change as part of the SEAL implementation service delivery.

**Provisions**

**Sobrato Family Foundation**

- The foundation agrees to provide an informal program progress update and a non-binding, preliminary statement of intent by February 1, 2016 and February 1, 2017 regarding whether to continue or end this MOU agreement for both the 2016-17 and 2017-18 school year.
- The Foundation agrees to provide a final, written confirmation of a renewal or conclusion of this MOU for the 2017-18 school year by May 1, 2017.
- The Foundation will reimburse San Rafael City Schools for any conference and travel costs for the Director to attend seminars, workshops or training events, as agreed upon by the Foundation and the Director with written confirmation of the approved conferences and costs from the Foundation to the District in advance.

**School District**

- The District will provide laptop, iPad and email for the Certificated Director.
- The District shall provide the employee with a work calendar for completion, which will indicate 225 work days. The work calendar shall be updated as necessary. The Director will be responsible for notifying the District and the Foundation of any changes in the work schedule in a timely and reasonable manner, preferably on the date the Director becomes aware of the need to change the schedule.
- The District will confirm that the Director holds and will hold throughout the duration of the MOU all of the credential and authorizations required by law for this employment.

Funds will be dispersed to the District in Four installments, per an invoice schedule provided by the District:

- December 31, 2015 50% of estimated costs for 2015-16
- August 31, 2016 Balance of final costs for 2015-16
- December 31, 2016 50% of estimated costs for 2016-17
- August 31, 2017 (Final Invoice based on actual costs less previous payments for 2016-17)

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Dr. Michael R. Watenpaugh  
Superintendent  
San Rafael City Schools

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Mr. Rick Williams  
Chief Executive Officer  
Sobrato Family Foundation

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Date

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Date