

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of June 15, 2015 ("Effective Date") between the San Rafael City School District (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 piloted the Model in several school districts, and the Model has demonstrated powerful impacts. SFF is replicating the Model in several districts, and is continuing to evaluate the impacts.

C. SFF is interested in replicating the Model in additional school Districts and in helping to train school District personnel in order to implement the program properly. SFF has determined that replication of the Model requires a three year capacity building effort impacting all classrooms and teachers at a given site.

D. The District is interested in replicating the Model at three of its sites, known as: San Pedro, Bahia Vista, and Laurel Dell Elementary Schools and corresponding early childhood development centers, as applicable and appropriate.

E. The parties intend for the replication and capacity building effort to commence in June 2015 and conclude during the 2017-2018 school year, 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 model, 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 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 Model solely for the purposes set forth in this MOU.

B. SFF will provide replication support to enable the District to replicate and implement the Model, through a series of professional development

modules that address 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. Professional development and training in the Model will be provided by trainers experienced in Sobrato Early Academic Language implementation, under the direction of Dr. Laurie Olsen, Sobrato Early Academic Language Director. Support from SFF typically includes the following:

- **A Getting Started Institute** a ½ to one-day Getting Started Institute for site leadership and key district English Learner program and Curriculum and Instruction staff providing an overview of Model, and a working session that will customize replication modules to meet the needs of the sites and district.
- **A series of professional development modules** for Pre-K, TK, and kindergarten and first grade teachers at participating school sites beginning with a two day Teacher Launch and continuing with six two-day professional development modules over the course of two years. The series of professional development modules are repeated for teachers in grades 2 and 3 beginning in the second year of site replication implementation.

The modules will cover but will not be limited to: oral language, ELD, academic language and graphic organizers, collaborative practices, arts integration, parent engagement and the home school connection, children as writers, readers and the joy of learning.

- **Coach/Facilitator Training and Support:** Two days of initial training for coaches, plus 6-10 days of training as needed over the course of the three years.
- **Summer Bridge Coaching on Instructional Strategies:** On-site coaching and modeling during a ten-day Summer Bridge program each summer.
- **Leadership Technical Assistance and Support:** Up to three full days per year of site-specific technical assistance, support and counsel for leadership on implementing the Model and building strong English Learner programs.

2. Obligations of the District.

The parties agree that successful replication of the comprehensive Sobrato Early Academic Language model requires a strong commitment on the part of the District and each school site. Accordingly the District agrees to support the program as follow:

- The District will assign a Sobrato Early Academic Language Coach/Facilitator (minimum of 50% per site) for the duration of the Sobrato Early Academic Language replication 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. The district will make every effort to ensure the Sobrato Early Academic Language Coach Facilitators job responsibilities will be used solely to fulfill Sobrato Early Academic Language responsibilities 50% of the time.
- The District will facilitate the participation of teachers in 4-6 collaborative professional development modules and collaborative planning sessions 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 implementation.
- The District will conduct at least one ten-day session of a Sobrato Early Academic Language Summer Bridge program each year, for students transitioning from one grade level to another. This Sobrato Early Academic Language Summer Bridge is an essential opportunity for teacher professional development and collaboration in practicing new instructional strategies and curriculum approaches. The District will provide Summer Bridge at a minimum of one of the Sobrato Early Academic Language sites with teachers from all sites participating, but it is preferable for the district to provide the program at each Sobrato Early Academic Language site. Sobrato Early Academic Language Summer Bridge will be double-staffed so teachers co-teach across grade levels – a key element in building articulation and consistency across grades. These Sobrato Early Academic Language Summer Bridge programs will be held during the summers of 2016-2017 and 2017-2018.
- The District will convene a quarterly meeting with the Superintendent, Assistant Superintendent of Education Services and/or their designee, with Dr. Laurie Olsen and/or Sobrato Early Academic Language leadership for the purpose of effective on-going communication about the implementation of the model at participating schools. The update is provided for the Superintendent to formally share with both Cabinet and the Board of Trustees.

3. Mutual Understandings.

The parties agree that the Model is a comprehensive approach that infuses 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 replicate the Model pursuant to this MOU, the District agrees to pay SFF the sum \$250,000, payable by check or wire transfer, in three payments. SFF shall issue invoice for payment. The payment schedule is as follows:

\$85,000	(Year 1)	September 1, 2015
\$115,000	(Year 2)	September 1, 2016
\$50,000	(Year 3)	September 1, 2017
<hr/>		
\$250,000		

The District affirms that payment to SFF is necessary to ensure SFF can provide support for replicating the Model. Failure of the District to pay SFF within 30 days of the scheduled payment may result in a suspension of support activities from SFF.

Failure of the District to pay SFF 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 Model, including all written materials related to the Model and all know-how related to the Model, are the intellectual property of SFF and are being licensed to the District under this MOU to enable the District to replicate and operate the Model at its own school sites. In the event that SFF, in its sole discretion, determines that the District is operating the Model under the Sobrato Early Academic Language name, or utilizing the intellectual property in a manner that jeopardizes the goodwill, integrity, or quality of the Model 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 Model.

6. Term and Termination.

This MOU will commence on the Effective Date and continue for a period of 36 months unless terminated by either party on 60 days notice to the other party, for any reason. Following the termination of this MOU, SFF at its sole discretion may grant license to the District for continued use of the Model, the Sobrato Early Academic Language name, and any materials developed as part of this MOU, subject to SFF’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 SFF and San Rafael City School District to evaluate the effectiveness of the District’s use of the Model and the Sobrato Early Academic Language name, SFF intends to undertake a formal evaluation of the Sobrato Early Academic Language Model and its implementation – which shall be conducted by a third-party under the direction of SFF. The scope and operational details of the evaluation shall be determined by SFF during the 2014-2015 school year, with an expectation that the evaluation shall commence by examining the Model and data in the 2015-2016 school year. By entering into this MOU, the District agrees to participate in the evaluation, to work in a collaborative and constructive manner with the third-party evaluator and SFF for the purposes of observation and data collection, and shall be provided with district-specific analysis from the evaluation that supports the District’s continuous improvement and evidence of the Model’s implementation 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 to occasionally meet with the outside evaluator to check in on program progress and implementation.
- Be willing to enter into a second MOU that may identify additional agreements as defined by SFF and the outside evaluator.

The District will provide the above information, both during and after the term of this MOU for a total of six years from the start of this agreement in June 2015.

8. 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 Model, and any publications referring to the Model 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 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 Model 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 Assistant Superintendent or similarly appointed district supervisor of the Model implementation. 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: _____

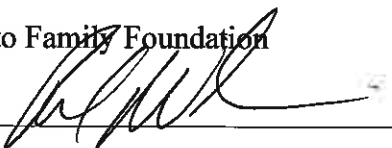
San Rafael City School District

By: _____

Name/Title: _____

Date: June 15, 2015

Sobrato Family Foundation

By:  _____

Rick Williams, CEO