

## Program Support Agreement

This Program Support Agreement (“Agreement”) is entered into as of August 14, 2024 (“Effective Date”) between the Sobrato Early Academic Language Program (“SEAL”) and the Azusa Unified School District (the “Client”).

A. SEAL is a 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 SEAL. The SEAL program is designed to address the needs of English learner children within the context of all grade-level classrooms from Pre-K through sixth grade for academic success and prepares all children for the Common Core standards.

C. The parties intend for the SEAL professional learning effort to commence in August 2024 and conclude by June 2026 all subject to the terms and conditions set forth in this Agreement.

D. To support SEAL implementation and dual language program development and expansion, the Client wishes to retain SEAL Dual Language Series (“Program”) services to be delivered by SEAL. Specifically, SEAL support to the Client, pursuant to this Agreement, is described in further detail as follows:

### **1. Dual Language Teacher Pedagogy Series**

A comprehensive two-year professional development on Dual Language (DL) pedagogy and classroom strategies for DL teachers and coaches.

- SEAL will facilitate a series of six (6) virtual learning sessions over the two years with 6-8 weeks of implementation time between sessions
- SEAL will facilitate six (6) bilingual convening days over the two years to learn about best practices for DL programs, classroom strategies, and cross-state collaboration

### **2. Dual Language Leadership Series**

A comprehensive two-year professional development on Dual Language (DL) pedagogy and instructional leadership for District leadership, site administrators, and teacher leaders.

- SEAL will facilitate a series of six (6) virtual learning sessions over the two years for Dual Language leaders/administrators, which is ideally paired with the Dual Language Teacher Pedagogy Series. Administrators will be guided to participate in specific teacher webinars, yet are welcome to attend all teacher sessions.
- SEAL will facilitate six (6) bilingual convening days over the two years to learn about leading for equity, continuous improvement, and collaboration in dual language programs.

### **3. Technical Assistance**

Paired with the Dual Language Series we provide an additional layer of support through our deeper, customized one-on-one engagements with the SEAL Bilingual Consulting Team.

We meet with principals and/or DL leadership teams to plan, deliver professional learning, and thought-partner on ways to create, grow or improve their bilingual program. Topics can include, but are not limited to:

- Designing/revising a district’s mission, vision, implementation plan
- Identifying a district’s program model
- Creating school board presentations
- Providing DL planning tools, resources, & research
- Recruitment strategies and materials
- Assessing your program needs
- Building buy-in with the community and families

**4. Program Date(s):**

In order to assist SEAL in providing the support necessary to sustain the SEAL Dual Language Series pursuant to this Agreement, the District shall submit **Dual Language Participant Rosters** to SEAL no later than August 30, 2024, and August 30, 2025, for the 2024-2025 and 2025-2026 school years, respectively.

Anticipated service delivery dates are determined prior to each school year. SEAL will provide an anticipated services delivery schedule by May 2025 and May 2026 for the 2024-2025 and 2025-2026 school years, respectively, pursuant to this Agreement. Changes to the services delivery schedule may result in additional costs and scheduling requirements for the District.

SEAL agrees to deliver to the Client to the best of their ability the Program services described above. SEAL also agrees to coordinate the details of the Program with the Client in order to help achieve the outcomes that the Client desires.

**5. Program Fees:**

In exchange for SEAL materials and services provided under this Agreement, the Client pay SEAL, by check or wire transfer, a total cost not to exceed \$74,000, calculated as follows:

**\$50,000 - Dual Language Teacher & Leadership Series**, calculated as follows:

- **\$2,500** per person per year (\$5,000 per person total over 2 years)
- Maximum Total District Teachers and Leadership = **10** x \$5,000 = **\$50,000**
- Based on Client’s Dual Language Participant Rosters, per item 4 above.

**\$24,000 - Technical Assistance**, calculated as follow:

- Technical Assistance Package including 3 In-person training days and 6 hours of online TA to leadership and planning teams for the 2024-2025 school year = **\$24,000**
- Client may elect for additional Technical Assistance via an addendum

Fees are inclusive of meals, in accordance with SEAL’s Partners Travel and Reimbursement Policy, which will be distributed prior to SEAL activities and events.

SEAL shall issue invoice for payment and update Agreement and invoice totals, based on the Client’s Dual Language Participant Rosters, per item 4 above, as well as the Client’s Year Long Technical Assistance Plan, if applicable. At the time of Agreement execution, the payment schedule is as follows:

April 30, 2025 - not to exceed **\$ 49,000**

April 30, 2026 - not to exceed **\$ 25,000**

**\$74,000** Total

The District affirms that payment to SEAL is necessary to ensure SEAL can provide support as set forth herein. 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 and/or suspension of SEAL's license and services, with or without notice, in SEAL's sole discretion.

**6. Intellectual Property and Proprietary Information**

The parties agree that the name "Sobrato Early Academic Language" and "SEAL," including all written materials related to SEAL and all know-how related to the SEAL program, are the intellectual property of SEAL and are being licensed to the Client under this Agreement to enable the Client to conduct the Program. In the event that SEAL, in its sole discretion, determines that the Client is operating or utilizing the intellectual property in a manner that jeopardizes the goodwill, integrity, or quality of SEAL or the SEAL program or name, then SEAL will notify the Client in writing, and within thirty (30) days, the Client will discontinue its use of the Sobrato Early Academic Language or SEAL name. This provision shall continue beyond the date of the Program for as long as the Client continues to use the intellectual property, or Sobrato Early Academic Language or SEAL name.

The Client agrees not to audio or video tape the services delivered by SEAL without prior written consent. This Agreement is governed by the laws of the State of California. Except for the intellectual property provisions of this Agreement, this Agreement shall terminate immediately upon payment in full as set forth above. This constitutes the entire agreement between the parties related to the subject matter herein.

**7. Media Release**

The District authorizes SEAL to publish photographs, video, or audio taken during in-person or visual training for use in SEAL's printed publications and website(s). District acknowledges that participation in publications and websites produced by SEAL is voluntary and they will receive no financial compensation. District further agrees that participation in any publication and website produced by SEAL confers no rights of ownership. District hereby releases SEAL, its contractors and its employees from liability for any claims in connection with this participation.

**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 Dual Language Series, and any publications referring to SEAL Dual Language Series or to Sobrato Early Academic Language that the District intends to publish.

**9. Term and Termination**

This Agreement will commence on the Effective Date and continue for a period of **26** months unless terminated by either party on 60 days notice to the other party, for any reason. Following the termination of this Agreement, SEAL at its sole discretion may (but is not obligated to) grant license to the District for continued to use the Dual Language Series, the Sobrato Early Academic Language name, and any materials developed as part of this Agreement, subject to SEAL's continuing right to monitor the integrity and goodwill of the intellectual property and name, as provided in Paragraph 5 above. In that case, the license terms and limitations in Section 1(A) shall apply to all such extended uses by the District.

**10. Reporting and Monitoring**

To enable SEAL and the District to evaluate the effectiveness of the District's use of the Dual Language Series and the Sobrato Early Academic Language name, SEAL has undertaken a formal evaluation of the Sobrato Early Academic Language Model and its implementation – which is being conducted by a third-party under the

direction of SEAL. By entering into this Agreement, the District agrees to participate in the evaluation, to work in a collaborative and constructive manner with the third-party evaluator and SEAL 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 Dual Language Series implementation in the District. At a minimum, the District will:

- Assist with the administration of participant surveys to instructional and administrative staff and submit additional organizational/site data that are related to the implementation of and outcomes of the Dual Language Series.
- Be prepared to have site instructional and/or administrative staff occasionally meet with SEAL personnel and/or the SEAL evaluator regarding SEAL implementation and/or outcomes.

The District will provide the above information, both during and after the term of this Agreement for a total of six years from the start of this Agreement.

#### **11. Indemnification**

The District irrevocably and unconditionally agrees 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 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 SEAL, its officers, directors, employees, or agents.

#### **12. 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 Agreement 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 Agreement may not be amended or modified, except in a writing signed by both parties.
- **Governing Law.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.
- **Counterparts.** This Agreement 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 the Dual Language Series implementation. If settlement cannot be reached, the issue shall then be presented to the executives of the two agencies (SEAL Executive Director 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 Agreement 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.
- **Force Majeure.** Neither party will be liable for any failure of performance hereunder or for damages caused by any delay or failure to perform hereunder if performance is made impracticable due to any occurrence or circumstance beyond its reasonable control. For purposes of clarity, the parties' obligations regarding training, meetings and other in-person contacts may be modified or limited to the extent necessary to comply with Covid-19 shelter-in-place orders or other pandemic-related laws, regulations or best practices, for the safety and protection of all parties.
- **Limit of Liability.** UNDER NO CIRCUMSTANCES SHALL SEAL BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER AS A RESULT OF SINGLE OR MULTIPLE CLAIMS, FOR (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY ASPECT OF THIS AGREEMENT OR THE RELATIONSHIP PROVIDED FOR HEREIN, OR (B) AGGREGATE DAMAGES EXCEEDING THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE TO SEAL HEREUNDER DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

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

Date: \_\_\_\_\_

Azusa Unified School District

By: \_\_\_\_\_

Its: Assistant Superintendent, Ed. Services

Date: 5.3.24

Sobrato Early Academic Language Program

By: 

Head Finance and Operations Officer