

## SEAL Implementation Agreement

This SEAL Implementation Agreement (“Agreement”) is entered into as of June 12, 2024 (“Effective Date”) between the Azusa Unified School District (the “District”) and the Sobrato Early Academic Language Program (“SEAL”).

### RECITALS

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 “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.

C. 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 current SEAL partner districts, SEAL is now implementing an adaptation of the SEAL PreK-3 Model for grades 4 through 6 (the 4-6 Model) for purposes of consistency, coherence, and continued acceleration of achievement and access. While the basic philosophy, pedagogy, principles and approach of SEAL has been established in the PreK-3 Model, to extend it into the upper grades requires additional development and implementation to accommodate the academic demands of students in grades 4-6. This implementation requires the engagement of SEAL-trained teachers now assigned in upper grades placements to co-design curriculum units, access to upper grades classrooms to model strategies, and the involvement of SEAL Coach Facilitators. SEAL has further adapted and refined the PreK-3 Model and 4-6 Model (the “Full Model 3.0”).

For the 2024-2025 school year, SEAL professional development and materials for the Full Model 3.0 will be delivered in-person. 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 Full Model 3.0 activities.

D. The District is interested in implementing the Full Model 3.0 for 2 Cohorts at 2 of its sites, known as: Dalton Elementary and Lee Elementary. Cohort A will consist of Grades K-2 for the 2024-2026 school years and Cohort B will consist of Grades 3-5 for the 2025-2027 school years.

E. The parties intend for the replication and capacity building effort to commence in June 2024 and conclude during the 2026-2027 school year, all subject to the terms and conditions set forth in this Agreement.

Now therefore, for good and valuable consideration, the parties hereby agree as follows:

**1. Obligations of SEAL.**

A. SEAL hereby provides a non-exclusive license to the District to use the “Sobrato Early Academic Language” name and all intellectual property associated with the Full Model 3.0 during the term of this Agreement solely for educational purposes set forth in this Agreement, subject to District’s compliance with all of the terms and conditions herein. The District is authorized to provide copies of the SEAL Full Model 3.0 and associated materials (“Licensed Materials”) to participating schools within the District solely for such schools’ educational purposes. The District shall ensure that the Licensed Materials are not used, copied or disclosed for any purpose other than participating schools’ educational purposes within the District. All use of the SEAL trademarks shall inure solely to the benefit of SEAL and shall not create any rights, title or interest on the part of the District or participating schools in the SEAL trademarks. The District and participating schools shall not use or attempt to register any of the SEAL trademarks or any confusingly similar mark or create a combination mark with any SEAL trademarks, in each case without the prior written consent of SEAL. All rights not expressly granted herein are reserved by SEAL.

B. SEAL will provide support to enable the District to replicate and implement the Full Model 3.0, through a series of professional development cycles 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 Full Model 3.0 will be provided by trainers experienced in Sobrato Early Academic Language implementation, under the direction of Anya Hurwitz, SEAL Executive Director. Support from SEAL typically includes the following:

- **A Getting Started Institute (GSI)** specifically designed for Principals, Coaches, and Administrators. The purpose of the TI will be to provide an overview of the model and to develop a collaborative plan for delivery. This 2 hour webinar will be scheduled and delivered TBD.
- **A series of professional development cycles** for Kindergarten through fifth grade teachers at participating school sites beginning with Cycle 1 and continuing with five 1-½ day professional development cycles over the course of two years, per Cohort.

The cycles 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:** Coaches are expected to attend the GSI held for Principals and district office administrators.

Coaches will receive 3 days of topic specific technical assistance (Unit Development Days, Walk Throughs, Designated ELD support) as well as an additional 36 hours based on the Needs Assessment results, per year.

- **Summer Bridge Coaching on Instructional Strategies:** 2 days of on-site coaching and modeling during a ten-day Summer Bridge program each summer (one per week) per Cohort.
- **Leadership Technical Assistance and Support:** Up to 14 hours per year of site-specific technical assistance, support and counsel for leadership on implementing the Full Model 3.0 and building strong English Learner programs.
- **Full Model Convenings:** Convenings will be held to engage 1 administrator per school site in a larger network of SEAL educational leadership. 1 coach per school site will also be invited to attend Full Model Convenings over the course of the three years. Convenings will be delivered using a hybrid format of virtual and in person delivery. Dates for convenings are TBD.
- **Additional Participants:** SEAL provides meals in accordance with SEAL's Partners Travel Policy for Convenings for the number of participants outlined above. The District may elect to send additional Coaches or Administrators to Convenings through an addendum at additional cost.

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

## **2. Obligations of the District.**

The parties acknowledge that successful replication of the comprehensive Sobrato Early Academic Language Full Model 3.0 requires a strong commitment on the part of the District and each school site. Accordingly, the District agrees to support the program as follows:

- 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 3.0 Model implementation. The appropriate candidate is a BCLAD 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 a 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.

- The District will facilitate the participation of teachers in K-2 and 3-5 collaborative professional development cycles 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 2025 and 2026.
- For the duration of the Agreement, the District will convene one meeting each Fall and Spring with the Superintendent, and/or their designee, with the SEAL District Relations Administrator assigned to the District. The purpose of this meeting will be to meet with all SEAL site administrators/principals to problem solve, address challenges, and an overall opportunity to strengthen on-going effective communication about the implementation of the SEAL Full Model 3.0 at participating schools. These meetings will provide information for the Superintendent and/or designee to formally share with both Cabinet and the Board of Trustees.

### **3. Mutual Understandings.**

The parties acknowledge that the Full Model 3.0 is a comprehensive approach that infuses multiple aspects of instruction, curriculum, teaching and learning. Successful Full Model 3.0 implementation rests upon basic understandings:

- Language and cognitive development for young English Learners is strengthened through an articulated K-6th grades developmental model. This requires equal participation, collaboration, and alignment of the early childhood education and the 4th - 6th grades systems.
- Meaningful, articulated and consistent implementation of K-6th grades 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 Full Model 3.0 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 implementation effort will produce the deepest outcomes the Full Model 3.0 can deliver.
- The District is fully committed to implementation and has secured affirmative support for replicating the Full Model 3.0 across multiple levels of stakeholders in the district – teachers, coaches, principals, district staff, Superintendent and school board.

### **4. Financial Agreement.**

Partial funding for the District to participate in this SEAL Full Model 3.0 is being provided by SEAL through a grant.

- The standard cost for a SEAL Full Model 3.0 Implementation Agreement Cohort is \$375,000. SEAL will provide 50% funding per Cohort.
- In order to assist SEAL in providing the support necessary to replicate the Full Model 3.0 pursuant to this Agreement, the District agrees to pay SEAL the sum of \$375,000, payable by check or wire transfer, in three payments. SEAL shall issue an invoice for each payment. Payments are due within 30 days of the invoice date.

- The payment schedule is as follows:

\$93,750	(Year 1)	March 1, 2025	(SEAL to apply \$13,500 credit to District)
\$187,500	(Year 2)	March 1, 2026	
\$93,750	(Year 3)	March 1, 2027	
<hr/>			
\$375,000	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.

**5. Intellectual Property and Proprietary Information.**

The parties agree that the name “Sobrato Early Academic Language” and the Full Model 3.0, including all written materials related to the Full Model 3.0 and all know-how related to the Full Model 3.0, are the intellectual property of SEAL and are being licensed to the District under this Agreement to enable the District to replicate and operate the Full Model 3.0 at its own school sites subject to the limitations in Section 1(A). In the event that SEAL, in its sole discretion, determines that the District is operating the Full Model 3.0 under the Sobrato Early Academic Language name, or utilizing the intellectual property in a manner that jeopardizes the goodwill, integrity, or quality of the Full Model 3.0 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 Agreement for as long as the District continues to use the intellectual property, or Sobrato Early Academic Language name in connection with the Full Model 3.0.

**6. Term and Termination.**

This Agreement 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 Agreement, SEAL at its sole discretion may (but is not obligated to) grant license to the District for continued to use the Full Model 3.0, 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.

**7. Reporting and Monitoring.**

To enable SEAL and the District to evaluate and continuously improve the effectiveness of SEAL’s professional learning offerings, SEAL regularly collects

participant data and feedback survey data from teachers, administrators and other school staff who receive SEAL services, and periodically conducts informal classroom observations and informal interviews of participants about SEAL implementation. By entering into this Agreement, the District agrees to participate in and facilitate participant data collection, survey data collection, and progress check-ins between site administrators and SEAL, and agrees to consider potential additional data collection and/or research opportunities that SEAL may periodically propose to 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.
- Provide SEAL with the names and relevant background data (e.g., position, school affiliation, grade(s) taught, etc.), as applicable and appropriate under the Education Code, of teachers and other school staff participating in SEAL's professional learning offering(s).
- Collaborate with SEAL staff to facilitate the administration of SEAL's feedback surveys to District and school staff participating in SEAL's professional learning offering(s).
- Be prepared to have site administration occasionally meet with SEAL personnel to check in on program progress and implementation.
- Be willing to consider additional data collection and/or research activities that may arise as a result of this partnership with SEAL. If the District agrees to participate and additional data collection is required, those agreements would be specified in an addendum to this MOU or in a separate contract.

## **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 the Full Model 3.0, and any publications referring to the Full Model 3.0 or to Sobrato Early Academic Language that the District intends to publish.

## **9. Indemnification.**

- A. SEAL shall defend, indemnify, and hold harmless ("Indemnification") the District, its Board, trustees, officials, directors, officers, employees, volunteers, and agents ("District Indemnitees") from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District Indemnitees for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of SEAL, its officers, employees, agents, or subcontractors (of all tiers) related to SEAL's performance under this Agreement. SEAL's Indemnification extends to conditions created by this Agreement or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any

common law or statutory liability and indemnification rights available to District Indemnitees. SEAL's Indemnification of District Indemnitees shall not apply to damage, injury, or death caused by the negligence or willful misconduct of District, its officers, directors, employees, volunteers, or agents. District will promptly notify SEAL in writing of any claim or demand to indemnify and shall cooperate with SEAL in a reasonable manner to defend such claim.

- B. SEAL shall defend, indemnify, and hold harmless District, its Board, officers, directors, agents, volunteers, and employees ("District Indemnitees") from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the products or work hereunder or that the District's normal use of the products or work hereunder in accordance with the terms of this Agreement infringe or misappropriate the intellectual property rights of any third party. This provision requires, among other things, that SEAL defend District Indemnitees in any such action. SEAL's Indemnification of District Indemnitees shall not apply to damage, injury, or death caused by the negligence or willful misconduct of District, its Board, officers, directors, employees, volunteers, or agents. District will promptly notify SEAL in writing of any third-party claim of infringement or misappropriation, or any demand to indemnify, and shall cooperate with SEAL in a reasonable manner to defend such claim.

## **10. Insurance Requirements.**

During the term of this Agreement, at SEAL's sole cost and expense, SEAL agrees to procure and maintain the following insurance:

- A. Commercial General Liability Insurance in the minimum amount \$1,000,000 per occurrence, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent SEAL's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the SEAL under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that SEAL's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- B. Professional Liability (Errors and Omissions) Insurance appropriate to SEAL's profession, with limits not less than \$1,000,000 per



occurrence or claim and \$2,000,000 aggregate. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SEAL must purchase “extended reporting” coverage for a minimum of five (5) years after termination of this Agreement.

- C. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. SEAL must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. SEAL Insurance Primary: For any claims related to this Agreement, the SEAL's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District Entities shall be excess of the SEAL's insurance and shall not contribute with it.
- E. Waiver of Subrogation. SEAL hereby grants to the District Entities, a waiver of any right to subrogation which any insurer of said SEAL may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. SEAL shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- F. Acceptability of Insurers. Unless otherwise acceptable to the District , all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.
- G. Verification of Coverage. SEAL shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive the SEAL's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

H. **Waivers, Modifications, or Changes.** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District. Not more frequently than annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, SEAL shall amend the insurance coverage as required by the District.

## 11. **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 Full Model 3.0 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.

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

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


Azusa Unified School District

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

Its: Assist. Superintendent, Ed. Services

Sobrato Early Academic Language Program

Date: 5.23.24

By: 

Its: Head Finance & Operations Officer