

## SEAL EARLY LEARNING SUSTAINABILITY AGREEMENT

This SEAL Sustainability Agreement (“Agreement”) is entered into as September 29, 2023 (“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. Based on the existing partnership of the District and SEAL, the SEAL Early Learning Models have 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 “SEAL Early Learning Sustainability” package for those District sites that have completed three years of training and replication of the Model and are interested in training new teachers and Coaches who have previously not received full training in the Model.

For the 2023- 2024 school year, SEAL professional development and materials for Early Learning Sustainability will be delivered using a virtual format. 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 an annual SEAL Early Learning Sustainability package will support consistency, coherence, and continued acceleration of student achievement and access.

D. The District is interested in a SEAL Early Learning Sustainability package 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 October 2023 and conclude in June 2024, all subject to the terms and conditions set forth in this Agreement.

This Agreement is a statement of commitment to implement a SEAL Early Learning Sustainability package, 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 Early Learning Sustainability package solely for the purposes set forth in this Agreement 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 Model 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 implement a SEAL Early Learning Sustainability package, 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 Early Learning 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 Early Learning Sustainability District personnel pursuant to this SEAL Sustainability package:**

- Continue to build the SEAL knowledge base by providing school and district partners with access to communications throughout the larger SEAL community and network
- License to refined, updated SEAL materials as applicable, and appropriate
- SEAL will offer a virtual, asynchronous Professional Learning course (“webinars”) to address the needs of Early Learning teachers. This Professional Learning course will be delivered by SEAL trainers and will include some additional asynchronous work. District will receive the following Launch and Modules:
  - Launch
  - Module I Day 1
  - Module I Day 2

o Module II

Changes to the services delivery schedule may result in additional costs and scheduling requirements for the District.

**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 Early Learning 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 Early Learning Sustainability Rosters of Teachers, Coach Facilitators, Principals, and District-level administrators to be licensed pursuant to this SEAL Sustainability package. In order to ensure appropriate access to Sustainability Package services and support, the parties agree that Sustainability Rosters will be required for submission to SEAL upon Board approval, for the 2023-2024 school year.
- The District will designate an individual that will hold and maintain the responsibility of SEAL implementation. This individual may be a Sobrato Early Academic Language SEAL Coach/Facilitator, or Teacher on Special Assignment that supports teachers engaged in sustainability work, (minimum of 50% FTE) for the duration of the SEAL Sustainability professional learning series.
- Participation of District Leadership, Principals, Coach/Facilitators and Teachers in the SEAL activities and services as described in item 1.B. above.
- District will provide teachers with release time through available collaboration or prep time for the purpose of strategy development and unit preparation.

**3. Mutual Understandings.**

The parties agree that the SEAL Early Learning Sustainability package is a part of a comprehensive approach to ensuring increased longevity and consistency in the successful replication of the SEAL Early Learning 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 Early Learning developmental model. This requires equal participation, collaboration, and alignment of the early childhood education and the K-6 systems.

- Meaningful, articulated and consistent implementation Early Learning 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 Early Learning Sustainability package 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 SEAL in providing the support necessary to sustain the SEAL Early Learning Sustainability package pursuant to this Agreement, and per item 1.B above, the District shall submit Sustainability Rosters to SEAL upon Board approval, for the 2023-2024 school year.

The District agrees to pay SEAL, by check or wire transfer, a total cost **not to exceed** \$1,200 , calculated as follows:

- 4.1 Annual Sustainability License Fees at the rate of \$300 per Teacher and/or Coach/Facilitator
  - Up to 4 teachers/coaches x \$300 each = \$1,200
  - Based on District’s Sustainability Rosters, per item 1.B above

SEAL shall issue invoice for payment. The payment schedule is as follows:

<b>April 30, 2024</b>	<b>\$1,200 maximum</b> - Invoice total based on District Early Learning Sustainability Rosters from 4.1.
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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 Model, including all written materials related to the Model, the SEAL Sustainability package, and all know-how related to the Model and the SEAL Sustainability package, 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 Model and the SEAL Sustainability package 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 Model and/or the and the SEAL Sustainability package 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, the SEAL Sustainability package, 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 Model and the SEAL Sustainability package.

#### **6. Term and Termination.**

This Agreement will commence on the Effective Date and continue for a period of 8 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 use of the Model, the SEAL Sustainability package, 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 the effectiveness of the District's use of the Model 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 Model's Sustainability 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 SEAL Sustainability Model implementation.
- Be prepared to have site instructional and/or administrative staff occasionally meet with SEAL personnel and/or the SEAL evaluator regarding SEAL Sustainability Model 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.

#### **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 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.

#### **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 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 Model 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, and by mutual agreement, 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: Norma Camacho, Asst. Supt. Educational Services

Date: 9.29.23 \_\_\_\_\_

Sobrato Early Academic Language Program

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

Its: Ben Buis, Head Finance and Operations Officer