

## SEAL IMPLEMENTATION AGREEMENT

This SEAL Implementation Agreement (“Agreement”) is entered into as of October 6, 2021 (“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. SEAL is replicating the Model in additional school Districts and is helping to train school District personnel in order to implement the program properly. SEAL has determined that replication of the Model requires a three year capacity building effort impacting all classrooms and teachers at a given site.

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 Kindergarten through 6 (the “K - 6th Grades 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 K - 6th Grades Model, to extend it into the upper grades requires additional development and implementation to accommodate the academic demands of students in grades K-6. This implementation requires the engagement of SEAL-trained teachers in K-6th grades placements to co-design curriculum units, access to K-6th grades classrooms to model strategies, and the involvement of SEAL Coach Facilitators.

For the 2021-2022 school year, SEAL professional development and materials for the K - 6th Grades Model will be delivered using a hybrid format. While the basic philosophy, pedagogy, principles and approach of SEAL has been established, to sustain the District’s implementation of the K - 6th Grades 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 K - 6th Grades Model and/or subsequent SEAL Model activities.

D. The District is interested in replicating the K - 6th Grades Model at three (3) of its sites, known as: Victor Hodge, Valleydale, and Clifford Murray

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 October 2021 and conclude during the 2023-2024 school year, with grades 4-6 beginning their Model training during the 2022-2023 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 Model 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 replicate and implement the K - 6th Grades 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 K - 6th Grades Model will be provided by trainers experienced in Sobrato Early Academic Language implementation, under the direction of Jill Fraka, Sobrato Early Academic Language Director of Training. Support from SEAL typically includes the following:

- **A Getting Started Institute** a Getting Started Institute for site leadership and key district English Learner program and Curriculum and Instruction staff providing an overview of the K - 6th Grades 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 kindergarten through third 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 4 through 6 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. Module training and technical support will be delivered using a hybrid format of virtual and in person delivery.

- **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.
- **Principal and Leadership Convenings:** Convenings will be held to engage administrators in a larger network of SEAL educational leadership. Principals and site administrators will be supported with content that deepens their understanding of SEAL implementation. Convenings will be delivered using a hybrid format of virtual and in person delivery.
- **Hybrid Sustainability Convenings:** To ensure that the K - 6th Grades Model is fully implemented across all classrooms K-6th grade, SEAL professional development for all newly hired teachers who are placed at any school sites where SEAL is in current implementation are eligible to attend Hybrid Sustainability Convenings. SEAL expects District Coach Facilitators to attend Convenings with new teachers to deepen understanding and make meaning of implementation within the context of their District. Convenings will be delivered using a hybrid format of virtual and in person delivery.
- **All SEAL Convenings will be offered in person and virtually. Dates and times TBD.**
- **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 K - 6th Grades Model and building strong English Learner programs.

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

The parties acknowledge that successful replication of the comprehensive Sobrato Early Academic Language K - 6th Grades Model 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 assign a Sobrato Early Academic Language Coach/Facilitator (100% of Full-Time Equivalency 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 100% 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 2022 , 2023, 2024.
- 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 K - 6th Grades Model 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 K - 6th Grades 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 K-6 developmental model. This requires equal participation, collaboration, and alignment of the early childhood education and the K-6 systems.
- Meaningful, articulated and consistent implementation K-6 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 K - 6th Grades 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 K - 6th Grades Model 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 K - 6th Grades Model is being provided by SEAL through a grant awarded by the Ballmer Group.

- There will be no cost to the District for the participation in kindergarten through third (3rd) grades Model training services provided by SEAL, pursuant to this Agreement. The standard cost for a SEAL K-3 Model Implementation Agreement for out-of-region Districts is \$330,000. This is a three year grant funded project from SEAL running through the program year 2024. While no payment will be required from the District for K-3 Model training services due to this grant funding, the District will be responsible for materials purchased for activities related to this project, and will be required to assist with the grant reporting requirements of the Ballmer Group.
- The standard cost for a SEAL 4th-6th Grades Model Implementation Agreement for out-of-region Districts is \$150,000.
- In order to assist SEAL in providing the support necessary to replicate the K - 6th Grades Model pursuant to this Agreement, the District agrees to pay SEAL the sum of \$150,000 for 4th-6th Grades Model Implementation services, 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:

\$50,000	(Year 1)	November 1, 2021
\$50,000	(Year 2)	November 1, 2022
\$50,000	(Year 3)	November 1, 2023
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\$150,000	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 K - 6th Grades Model, including all written materials related to the K - 6th Grades Model and all know-how related to the K - 6th Grades Model, 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 K - 6th Grades Model 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 K - 6th Grades 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 K - 6th Grades Model 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 K - 6th Grades Model.

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

This Agreement will commence on the Effective Date and continue for a period of 33 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 K - 6th Grades Model, 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 K - 6th Grades Model and the Sobrato Early Academic Language name, SEAL has undertaken a formal evaluation of the Sobrato Early Academic Language K - 6th Grades 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 K - 6th Grades 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 Agreement that may identify additional agreements as defined by SEAL and the outside evaluator.

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 the K - 6th Grades Model, and any publications referring to the K - 6th Grades Model 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 K - 6th Grades 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 K - 6th Grades 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.

Azusa Unified School District

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

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

Its: Assistant Superintendent, Ed. Services

SEAL

Date: 9/10/2021

By: 

Its: Executive Director