

SEAL Preschool Implementation Agreement

This SEAL Preschool Implementation Agreement (“Agreement”) is entered into as of December 14, 2022 (“Effective Date”) between the Azusa Unified School District (the “District”) and the Sobrato Early Academic Language Program (“SEAL”).

RECITALS

A. SEAL is 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.

Given the realities of the COVID-19 and emerging from the pandemic, for the 2022-2024 school years, SEAL has developed a “SEAL Preschool Full Model” training package. Professional development and materials will be adjusted to ensure both delivery of trainings/convenings/meetings and content best meet the needs of educators. If necessary, some SEAL events will be virtual/online, with a transition to in person training once deemed safe for all participants, and SEAL employees.

D. The District is interested in the “SEAL Preschool Full Model” training for any Teachers, Coaches and Administrators at Magnolia Elementary, Clifford Murray Elementary, Valleydale Elementary, Henry Dalton Elementary, Paramount Elementary, Charles Lee Elementary and Longfellow School. Training will include Child Development Centers, Head Start classrooms, and Transitional Kindergarten classes at all seven school sites.

E. The parties intend for the SEAL professional learning effort to commence on February 8, 2023 and conclude by June 30, 2024 all subject to the terms and conditions set forth in this Agreement.

This Agreement is a statement of commitment to implement a SEAL Preschool Full Model training 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 SEAL 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 the SEAL model, that addresses instructional strategies and thematic integrated curricular design built upon science, social studies and the Preschool Foundations. 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 training and 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:

As part of SEAL Preschool implementation, a **Getting Started Institute (GSI)** will be specifically designed for Principals, Coaches, and Administrators. The purpose of the GSI will be to provide an overview of the model and to develop a collaborative plan for delivery.

A series of professional development modules will include:

Launch (one day)

an overview of the SEAL Model and the research behind best practices for Dual Language Learners

Module I (two days)

The key role of oral language, language in and through learning about the world, learning through play and the environment

Module II (one day)

Complex and precise language, graphic organizers, scaffold thinking and language, language analysis is linked to functions

Module III (one day)

Mirrors and windows, the world in the classroom, anti-bias goals, literature selections, family-school partnerships, early literacy, arts integration

Module IV (one day)

Skills/language to work together, connection to nature, reflection and celebration

These modules will span over two years, with Launch, Modules I and II in year one; and Modules III and IV in year two. Modules may include pre and post work.

Unit development and support for the District will be ongoing in-between modules provided by SEAL trainers and District coaches.

As part of SEAL Preschool implementation support for Principals/Directors, district administration support and Technical Assistance includes:

- Support for leadership and Principals to manage and sustain SEAL implementation through SEAL Administrator Convenings, connecting to new conditions/context within education, new learning about the model and networking connections to other preschool leaders engaged with SEAL implementation.
- Ongoing technical assistance to Principals/Directors and District leaders, (e.g., one-on-one consultations, small group meetings to provide updates, problem-solve, etc.) up to 40 hours per year
- Participation in SEAL Bilingual Program support, as applicable

As part of SEAL Preschool implementation support for SEAL Coach/Facilitator and Teacher Support includes:

- SEAL Coach/Facilitator Convenings through attendance at SEAL Administrators' Convenings, connecting to new conditions/context within education, new learning about the model and networking connections to other preschool coaches and leaders engaged with SEAL implementation.
- Provide SEAL platform licenses for access to web-based inventory of SEAL Model and SEAL Preschool Full Model materials
- Support Coach/Facilitators in working with teachers to:
 - Provide guidance for Coach/Facilitators to work with teachers on unit refinement.
 - Provide tools and tips on how to use the SEAL platform to provide support for instruction, coherence, and new developments
 - Refine strategies to and provide tools for Coach/Facilitators to adapt SEAL strategies to distance learning when/if applicable
- Anticipated service delivery dates are determined prior to each school year. SEAL will provide an anticipated services delivery schedule by Fall 2022, 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, Azusa Unified

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 Preschool Full Model by ensuring the following:

- The District will maintain a Sobrato Early Academic Language Coach/Facilitator for the duration of the SEAL Preschool Full Model package implementation. The appropriate candidates have strong expertise in Dual Language/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.

- 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 adaptation. The District will carry these participation costs solely and consistently across the years of implementation.

3. Mutual Understandings.

The parties agree that the SEAL Preschool Full Model is a part of a comprehensive approach to ensuring increased longevity and consistency in the successful replication of the SEAL PreK-6th Grade Models, 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 PreK-6th Grade developmental model. This requires equal participation, collaboration, and alignment of the early childhood education and the K-6 systems.
- Meaningful, articulated and consistent implementation PreK-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 Model is simultaneously a powerful early foundation for English Learners and an implementation of the Preschool Foundations and 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 implementation and has secured affirmative support for replicating the Model across multiple levels of stakeholders in the District – teachers, coaches, principals, and District staff.

4. Financial Agreement.

Funding for the District to participate in this SEAL Full Model Training Opportunity is being provided by SEAL through a grant awarded by the Ballmer Group. There will be no cost to the District for participation in this opportunity. 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 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.

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 Preschool Full Model package, and all know-how related to the Model and the SEAL Preschool Full Model 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 Preschool Full Model 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 Preschool Full Model 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 Preschool Full Model 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 Preschool Full Model package.

6. Term and Termination.

This Agreement will commence on the Effective Date and continue not to exceed 22 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 Preschool Full Model 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 SEAL Model, SEAL is undertaking a formal evaluation of the SEAL model and its implementation – which is being conducted by SEAL and includes third-parties 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 SEAL and the third-party evaluators, if applicable, for the purposes of observation and data collection and support analysis to develop continuous improvement priorities and evidence of implementation of SEAL Preschool Full Model 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 occasionally meet with SEAL personnel and/or the outside evaluator to check in on program progress and implementation.

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 Preschool Full Model, and any publications referring to SEAL Preschool Full 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 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: Assistant Superintendent, Ed. Services

Date: November 17, 2022

Sobrato Early Academic Language Program

By: 

Its: Executive Director