

Program Support Agreement

This Program Support Agreement (“Agreement”) is entered into as of August 17, 2022 (“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 2022 and conclude by June 2024 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 with 6-8 weeks of implementation time between sessions
- The Client shall participate in up to four (4) bilingual convenings (1-2 days per convening) 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 four (4) virtual learning sessions 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.
- The Client shall participate in up to four (4) bilingual convenings (1-2 days per convening). Each convening will have administration specific sessions to learn about leading for equity, continuous improvement, and collaboration in dual language programs.

3. Technical Assistance

Paired with the Dual Language Leadership 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 March 30, 2023, and March 30, 2024, for the 2022-2023 and 2023-2024 school years, respectively.

Anticipated service delivery dates are determined prior to each school year. SEAL will provide an anticipated services delivery schedule by Fall 2022, and Fall 2023 for the 2022-2023 and 2023-2024 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 **\$96,600**, calculated as follows:

\$10,900 - **Dual Language Teacher Pedagogy Series**, calculated as follows:

- \$950 per person per year (\$1,900 per person total over 2 years) - **Teachers/Coaches**
- Maximum Total Teachers/Coaches = **10** x \$1,900 = **\$10,900**
- Based on Client's Dual Language Participant Rosters, per item 4 above

\$5,700 - **Dual Language Leadership Series**, calculated as follows:

- \$950 per person per year (\$1,900 per person total over 2 years) - **District Leaders/Administrators**
- Maximum Total District Leaders/Administrators = **3** x \$1,900 = **\$5,700**
- Based on Client's Dual Language Participant Rosters, per item 4 above

\$20,000 - \$80,000 (TBD) - **Technical Assistance**, calculated as follows:

- \$3,600 flat rate orientation
- \$10,000 - \$40,000/year, - SEAL and the Client shall enter a subsequent Addendum to the Agreement with Technical Assistance TBD by mutual agreement between parties upon Intake and development of the Client's Year Long Technical Assistance Plan for both the 2022- 2023and 2023-2024 school years.

Fees are inclusive of reasonable and customary travel expenses including ground transportation, lodging, meals, and related out of pocket expenses, 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, 2023 (Year 1) - not to exceed **\$48,300**

April 30, 2024 (Year 2) - not to exceed **\$48,300**

\$96,600 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.

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.

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 Early Education Full Model, and any publications referring to SEAL Early Education Full Model or to Sobrato Early Academic Language that the District intends to publish.

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.

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

Date: _____


Azusa Unified School District

By: _____

Norma Carvajal Camacho, Asst. Sup, Ed.Services

Date: July 15, 2022

Sobrato Early Academic Language Program

By: 

Dr. Anya Hurwitz, Executive Director