

**CONTRACT NAME: AGREEMENT BETWEEN SOBRATO EARLY ACADEMIC
LANGUAGE PROGRAM (SEAL) AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is an agreement to continue to provide a program designed to address the needs of English learner students within the context of all grade-level classrooms from 4-6th Grade. SEAL develops academic language and literacy skills for academic success and prepares all children for the Common Core standards.

FISCAL IMPACT: The cost of this agreement is included in the approved budget.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of August 1, 2019 (“Effective Date”) between the Davis Joint 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. SEAL has modeled the Model in several school districts, and the Model has demonstrated powerful impacts. SEAL is replicating the Model in several districts, including Davis Joint Unified School District, and is continuing to evaluate the impacts.

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 “4th - 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 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.

D. The District is interested in implementing the 4th - 6th Grades Model at one (1) of its sites, known as: Marguerite Montgomery Elementary School, which is currently replicating the SEAL PreK-3 Model for grades PreK through 3rd.

E. The parties intend for the replication and capacity building effort to commence in June 2019 and conclude during the 2020-2021 school year, all subject to the terms and conditions set forth in this MOU.

This MOU is a statement of commitment to implement the 4th - 6th Grades Model, 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 the 4th - 6th Grades Model solely for the purposes set forth in this MOU.

B. SEAL will provide support to enable the District to implement the 4th - 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 4th - 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 will include the following:

- **A series of professional development modules** for fourth and fifth 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 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.

- **Coach/Facilitator Training and Support:** One to two days of initial training for coaches, plus 5-6 days of training as needed over the course of the two years.
- **Summer Bridge Coaching on Instructional Strategies:** On-site coaching and modeling during a ten-day Summer Bridge program each summer.
- **Principal and Leadership Convenings:** Two separate sets of convenings will be held to engage administrators in a larger network of SEAL educational leadership. 2 days for Principals will be offered to site administrators to deepen their understanding of SEAL implementation. An additional 2 days for Principals and district leadership to gain a picture of the larger SEAL context and the impact on the field. Both provide access to a network of peer SEAL educational leadership.
- **Regional Sustainability Convenings:** To ensure that the model is fully implemented across all classrooms PreK-3rd 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 Regional

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.

- **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 4th - 6th Grades Model and building strong English Learner programs.

2. Obligations of the District.

The parties agree that successful implementation of the 4th - 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 follow:

- 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 4th - 6th Grades 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. For the deepest level of implementation, SEAL recommends 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 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 2020 and 2021.

- For the duration of the MOU, 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 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 agree that the 4th - 6th Grades Model is a comprehensive approach that infuses multiple aspects of instruction, curriculum, teaching and learning. Successful 4th - 6th Grades Model implementation rests upon basic understandings:

- Language and cognitive development for young English Learners is strengthened through an articulated 4th - 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 4th - 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 4th - 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 2 year duration of the implementation effort will produce the deepest outcomes the 4th - 6th Grades Model can deliver.
- The District is fully committed to implementation and has secured affirmative support for replicating the 4th - 6th Grades 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 replicate the 4th – 6th Grades Model pursuant to this MOU, the District agrees to pay SEAL the sum of \$75,000, payable by check or wire transfer, in two payments. SEAL shall issue invoice for payment. The payment schedule is as follows:

\$40,000	(Year 1)	September 1, 2019
\$35,000	(Year 2)	September 1, 2020
<hr/>		
\$75,000	Total	

5. Intellectual Property and Proprietary Information.

The parties agree that the name “Sobrato Early Academic Language” and the 4th - 6th Grades Model, including all written materials related to the 4th - 6th Grades Model and all know-how related to the 4th - 6th Grades Model, are the intellectual property of SEAL and are being licensed to the District under this MOU to enable the District to implement and operate the 4th - 6th Grades Model at its own school sites. In the event that SEAL, in its sole discretion, determines that the District is operating the 4th - 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 4th - 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 MOU for as long as the District continues to use the intellectual property, or Sobrato Early Academic Language name in connection with the 4th - 6th Grades Model.

6. Term and Termination.

This MOU 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 MOU, SEAL at its sole discretion may grant license to the District for continued to use the 4th - 6th Grades Model, the Sobrato Early Academic Language name, and any materials developed as part of this MOU, subject to SEAL’s continuing right to monitor the integrity and goodwill of the intellectual property and name, as provided in Paragraph 5 above.

7. Reporting and Monitoring.

To enable SEAL and Davis Joint Unified School 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 MOU, 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 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 MOU 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 MOU for a total of six years from the start of this agreement in August, 2019.

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 4th - 6th Grades Model, and any publications referring to the 4th - 6th Grades Model or to Sobrato Early Academic Language that the District intends to publish.

9. Indemnification.

The District irrevocably and unconditionally agrees, to the fullest extent permitted by law, 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 4th - 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 MOU 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 MOU may not be amended or modified, except in a writing signed by both parties.

- **Governing Law.** This MOU shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.
- **Counterparts.** This MOU 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 Alameda 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 Memorandum of Understanding 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.

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

Date: _____

Davis Joint Unified School District

By: _____

Its: _____

SEAL

Date: 6/3/2019

By: 

Its: Executive Director