



**Year One
Memorandum of Understanding
Between**

**Village Elementary School / Coronado Unified School District
and
National University System, Sanford College of Education**

Sanford Education Programs: Harmony and Inspire:

Sanford Harmony is a Social & Emotional Learning program designed to build healthy relationships and strong school-wide learning communities among TK-6th grade students. Harmony strategies promote connection, communication, collaboration, and problem solving. The goal is to build awareness of commonalities and to celebrate differences among diverse students. Sanford Harmony was developed by researchers at Arizona State University and is disseminated by National University, Sanford Education Center in La Jolla, California.

The positive and meaningful relationships between students, teachers and parents are at the heart of the educational experience. Sanford Inspire reaffirms the place of relationship-building in inspired teaching and learning, in combination with excellent instructional practices.

Sanford Inspire philosophy and approach link academic achievement to an effective integration of social emotional and cognitive strategies. The result is to inspire students' academic pursuits while ensuring that they thrive personally. Every learner should be continually surrounded, supported, and sustained by an educational community that is dedicated to inspiring teaching and learning.

Recognizing the importance of promoting collaboration between universities and the larger education community, the purpose of this Memorandum of Understanding (MOU) is to serve as an agreement between the school/district/organization and National University, Sanford College of Education and Sanford Harmony Program and Sanford Inspire.

This MOU includes the following provisions:

Expectations

District/School/Organization: Village Elementary School / Coronado Unified School District

Agrees to the following terms:

1. School Principal agrees to partner with National University, Sanford College of Education Site Facilitator as well as coordination with Johns Hopkins University research
2. The school agrees to participate in the research study for the Sanford Education Programs: Harmony and Inspire that is being conducted by the Johns Hopkins University Center for Research and Reform in Education during the 2018-2019 academic year. Participation in the study will involve the Johns Hopkins Research team spending a day at the school holding focus groups with teachers, students, administration, other staff, and parents. In addition, students and teachers are required to complete short surveys about school climate and program implementation. The study is IRB approved. Data are not presented in any manner that would identify schools or participants. The researchers will work with schools to identify a window during which site visits might occur, along with a timeframe for survey administration.
3. School-wide Implementation of the Sanford Education Programs: Harmony and Inspire.
 - Principal participates in an introductory meeting to the Sanford Education Programs.
 - Principals participate in monthly site visits with Sanford College Programs Coordinator to review Program implementation success.

- The principal with the Sanford College Programs Coordinator will develop an implementation plan for Sanford Harmony and Inspire programs.
- Each teacher incorporates lessons from at least two units of Sanford Harmony.
- Each teacher posts classroom Sanford Harmony Goals.
- Each teacher implements the daily Sanford Harmony practices of *Meet up* and *Buddy Up*.
- Each teacher and principal participates in a minimum two hour Sanford Harmony training session.
- Teachers and administrators will participate in Inspire activities focused on Social Emotional Learning as determined by the school's leadership. From the attached menu of Inspire modules related to Social Emotional Learning, teachers will select 1 Inspire module to complete and submit certificate of completion to the Sanford Programs Coordinator. In addition, all teachers will complete 2 Inspire Modules selected by the school leadership and submit certificate of completion to the site administrator. Each school will develop and implement a follow-up plan in which teachers in school-wide or grade-level meetings will share reactions to the modules with regard to personal growth and implications for school climate and practices.
- The School Principal and their team of at least 5 teachers will present their program implementation at the Sanford Harmony and Inspire Regional Showcase Conference on Saturday, May 4, 2019.
- Access to classrooms at mutually agreed upon times for the purpose of site visit and Program evaluation. Both parties agree that if data is to be collected for research purposes, representatives of the Sanford Harmony Program or the district or school, and any partnering institution (s) of higher education will request separate consent as well as approval from an Institutional Review Board, per federal regulations pertaining to human subjects.

National University, Sanford College of Education will provide:

1. A total award of \$25,000 paid to the School District to support the Harmony research. Award will be disbursed in three installments:
First Installment - will be distributed after School District Board approves MOU and the completion of the minimum two hour Sanford Harmony Training.

Second Installment - will be distributed after the submission of the mid-year progress report on February 15, 2019.

Final Installment - will be distributed upon completion of all the MOU elements including the Johns Hopkins University data collection activities.
2. Sanford Programs Coordinator will work closely with each school as well as develop a collaborative across the schools.
3. Sanford College of Education Harmony Trainer will work closely with the school to implement the social emotional goals of the school.
4. Certified Harmony Trainer will provide the initial two-hour professional development session. The Harmony Trainer will also be available if additional professional development sessions around Harmony are needed.
5. Teacher Toolkits at no charge to participating schools/districts/organizations (value \$150 per kit).
6. Access to resources that support the Sanford Education Programs.
7. Access to digital resources/mobile app at no charge (value \$35 per student).

General Terms of the MOU:

This MOU takes effect on the signature of both parties, and it is considered valid until either party – for any reason – decides to terminate this Agreement by giving at least thirty (30) days' prior written notice to the Representative. If this agreement is cancelled prior to the payment of all installments above, any unpaid payments on the date of termination will not be paid to Affiliate.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

No amendment or modification to this MOU shall take effect unless signed by authorized representatives of each party. Each of the signatories below certifies authority to enter into this MOU.

Intellectual Property, Trademark, Copyrights and Inventions:

All trademarks, copyrights, and inventions (collectively "Intellectual Property"), if any, developed in connection with this Agreement will be the sole property of "University". "Affiliate" expressly agrees that either "University" or the Sanford Foundation is the owner of all Intellectual Property related to Sanford Harmony or Sanford Inspire, and "Affiliate" use and payment of fees related to use does not in any way transfer ownership of any material, concept, or other form of Intellectual Property to "Affiliate".

Cooperation and Implementation: The parties will cooperate in good faith in discharging the obligations and responsibilities in this agreement. The parties further agree to sign any other documents and to perform such other acts, as reasonably as may be required or desirable to implement its terms. "University" may audit "Affiliate" seminar or course records during normal business hours, upon a 24-hour notice.

Non-Solicitation:

Both parties agree that, during the term of this Agreement, they will not knowingly solicit the employees or staff employed by the other party or its affiliates, and will not do so for one year after termination of this agreement.

Support:

"University", through the Sanford Education Programs, will continuously provide current versions of the curriculum, PowerPoints and training material. Both parties will work cooperatively to determine an efficient and timely transfer of these materials and information.

Limitation of Liability. To the extent permitted by law, in no event will either party be liable for loss of profits, loss of use or interruption of business, or any special, incidental, or consequential damages, however caused (whether by breach of contract or warranty, tort, or strict liability), even if either party has been advised of the possibility of damage.

Relations of the Parties:

The parties agree that the terms of this Agreement do not constitute the formation of a legal partnership or joint venture. Neither party shall have authority to bind or obligate the other party in any manner whatsoever.

Severability:

In the event that any provision of this Agreement is found illegal or otherwise unenforceable, the remaining provisions will remain in effect and enforceable, it being the intention of the parties that any invalid provisions are severable.

Arbitration:

Consistent with the general terms above, Parties agree to deal with one another with good faith and resolve any issues informally before escalating to other legal remedies. If an informal remedy cannot be reached, Parties agree that any controversy, claim or dispute, whether based on contract, tort or statute under either California, or federal law, arising out of or relating in any way to this Agreement or any alleged breach shall be resolved through arbitration pursuant to the Federal Arbitration Act and its precedent. The arbitration shall be conducted in San Diego, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in the arbitration proceeding will be entitled to recover its reasonable and documented attorney's fees and costs expended or incurred relating to or arising out of the arbitration matter.

Indemnity:

National University System, Sanford College of Education hereby indemnifies, defends and hold harmless Coronado Unified School District, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including but not limited to consequential damages, loss of use, extras expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of National University,

Sanford College of Education and Sanford Harmony, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

Coronado Unified School District hereby indemnifies, defends, and holds harmless National University, Sanford College of Education and Sanford Harmony, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including but not limited to consequential damages, loss of use, extras expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the Coronado Unified School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

National University, Sanford College of Education and Sanford Harmony shall have no obligation to indemnify, defend, or hold harmless Coronado Unified School District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the Coronado Unified School District sole negligence or willful misconduct; and the Coronado Unified School District shall have no obligation to indemnify, defend, or hold harmless National University, Sanford College of Education and Sanford Harmony, its Board, officers, employees, agents, independent contractors, consultants and other representatives for National University, Sanford College of Education and Sanford Harmony sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract and is in addition to any other rights or remedies that National University, Sanford College of Education and Sanford Harmony or District may have under the law or this contract.

Confidential Information:

The parties agree that in the execution of this Agreement, "Affiliate" and "University" will disclose confidential information, as defined below, to the other party. Each shall hold Confidential Information of the other party in strict confidence and shall not disclose any Confidential Information to any third party without the express prior written authorization of the disclosing party subject to public records law. Each shall use the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance. "Confidential Information" means information and material, disclosed to the receiving party by the disclosing party that is designated clearly as confidential or proprietary in nature by the disclosing party in connection with a project or this MOU. The obligation of the party receiving confidential information shall not apply to information that:

- is already in the recipient party's possession at the time of the disclosure thereof;
- is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
- is received from a third party having no obligations of confidentiality to the disclosure party;
- is independently developed by the recipient party without access to the information; or
- is required by law or regulations to be disclosed.

Compliance with Laws:

Sanford Education Programs shall comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, ("PPRA") 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.).

Notice:

All notices and statements to be given hereunder shall be sent to the respective parties as set forth below, unless notification of a change of address is given in writing. Any notice shall be sent by U.S. mail or equivalent method, with signature upon receipt to the extent possible

IN WITNESS WHEREOF, this affiliation has been executed as of the date last written below,

School/District/Organization Representative:

Signature

Date: 12/13/18

Name: Donnie Salamanca

(please print or type)

Title: Assistant Superintendent

(please print or type)

Phone No.: 619-522-8900 x1016 Email: dsalamanca@coronado.usd.net

Address: 201 Sixth St., Coronado, CA 92118

National University's Sanford College of Education Administrator:

Dr. Judy Mantle

Dean, Sanford College of Education

Date: 10-25-18

National University's Sanford Education Center Representative:

Scott Page

Executive Director, Sanford Education Programs

Date: 10/31/18

National University's Financial Representative:

Dr. Dave Lawrence

Vice Chancellor of Finance, National University System

Date: 11/5/18

Link to access online modules: <https://modules.sanfordinspire.org>

Menu of Sanford Inspire Professional Development Modules

Module	Domain
Coping with Teacher Stress	Professional Practices
Basic Proactive Classroom Management Strategies	Learning Environment
Teachers as Agents of Change	Professional Practices
Recognizing Bullying Behaviors	Learning Environment
Addressing Bullying Behavior	Learning Environment
Identifying Necessary Procedures	Learning Environment
Structuring Cooperative Learning	Planning & Delivery
Using Feedback to Foster Discussion	Planning & Delivery
Delivering Consequences	Learning Environment
Giving Clear Directions for a Task	Learning Environment
Understanding the Impact of Trauma on Students	Learning Environment
Social-Emotional Learning	Learning Environment
The Importance of Working with Parents	Professional Practices
Causes of Misbehavior	Learning Environment
Building Relationships with Students	Learning Environment