



**Memorandum of Understanding
Between
Silver Strand Elementary School/ Coronado Unified
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 reaffirm 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 an Sanford Inspire.

This MOU includes the following provisions:

Expectations

District/School/Organization:

Silver Strand Elementary School/ Coronado Unified:

Agrees to the following terms:

1. Establish School-wide Social Emotional Goals.
2. Identify School Liaison to Partner with National University, Sanford College of Education Site Facilitator as well as coordination with Johns Hopkins research
3. 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 Research Center. 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 will be asked 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. A week

approved. Data are not presented in any manner that would identify schools or participants. A week between February and March will be selected for data collection with input from your school on the best week for your site.

4. 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 virtual meetings to discuss the implementation of Sanford Education Programs (dates to be announced).
 - Each school determines Social Emotional Goals for the school and a plan for implementation which will be supported by Sanford College of Education.
 - Each teacher incorporates lessons from at least one unit of Sanford Harmony.
 - Each teacher implements the daily Sanford Harmony practices of *Meet up* and *Buddy Up*.
 - Each teacher participates in a two hour Sanford Harmony professional development session if they have not implemented Sanford Harmony or an advanced professional development session if he/she has implemented Harmony.
 - Teachers and administrators will participate in Inspire activities focused on Social Emotional Learning as determined by the school's leadership
 - From a menu of Inspire modules related to Social Emotional Learning teachers select 3 Inspire modules to complete.
 - 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. Award of \$25,000 to support the Harmony research. Award will be disbursed in three installments: November 15, 2017, January 15, 2018, and March 15, 2018.
2. Harmony Programs Coordinator will work closely with each school as well as develop a collaborative across the schools.
3. Sanford College of Education Faculty Liaison 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 (District Title), 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.

(District Title), 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 (District Title), 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 (District Title), its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the (District Title) sole negligence or willful misconduct; and the (District Title) 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: _____

Name: _____
(please print or type)

Title: _____
(please print or type)

Phone No.: _____ Email: _____

Address: _____

National University's Sanford College of Education Administrator:

Date: _____
Dr. Judy Mantle
Dean, Sanford College of Education

National University's Sanford Education Center Representative:

Date: _____
Scott Page
Executive Director, Sanford Education Programs

National University's Financial Representative:

Date: _____
Dr. Dave Lawrence
Vice Chancellor of Finance, National University System