

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SYSTEM MANAGEMENT GROUP
AND
South San Antonio Independent School District

This Memorandum of Understanding ("MOU") is made and entered into between Sanford Harmony, operated by System Management Group, a supporting organization of the National University System ("NUS"), a California nonprofit public benefit corporation, and South San Antonio Independent School District ("Institution"), located at 5622 Ray Ellison Blvd., San Antonio, TX 78242, USA, collectively the "Parties," with reference to the following facts:

WHEREAS, NUS has established the Sanford Harmony Program ("SHP"), a social and emotional learning program designed to build healthy relationships among Pre-K-6th grade students and provide professional development training. The goal of Sanford Programs is to build awareness of commonalities and celebrate differences among diverse students. The Sanford Harmony Program was developed by researchers at Arizona State University and is implemented by Sanford Programs in La Jolla, California;

WHEREAS, Institution recognizes the importance of sharing the goal of implementing a social and emotional learning program and professional development training among their staff; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Institution and NUS will support schools to encourage healthy relationships in Pre-K-6th grade students and address social emotional learning. The following expectations and deliverables are the conditions for which support services and goods will be provided:

A. NUS agrees to the following at no charge:

1. Provide access to digital resources/mobile application (Valued at \$35 per student).
2. Provide access to live-online and on-demand training options.
3. Provide ongoing support to Institution's employees via telephone or via digital correspondence to implement SHP materials.
4. Prior to collecting any feedback, conducting observations, or collecting any other data in or from Institution, NUS will obtain Institution's approval and follow the Institution's research review process set forth in their guidelines, if any, and obtain any necessary approvals from an Institutional Review Board in accordance with applicable laws or regulations pertaining to human subjects. NUS understands that a separate data sharing and security agreement may be necessary between the Parties prior to the initiation of any evaluation or study.
5. NUS 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.

B. Institution agrees to the following:

1. Implement the Sanford Harmony program.
2. That an implementation plan shall be mutually drafted and agreed upon by both Parties.
3. Institution's implementation guidelines may include:
 - utilizing SHP components and resources;
 - implementing [Harmony Meetup and/or Buddy Up] approximately 15 minutes per day; and
 - integrating Harmony Units throughout the daily schedule as appropriate for at least 30 minutes per week.

(The amount of dedicated time will be dependent on grade level and/or a developmentally appropriate amount of time needed for activities.)

4. Retain authority to determine the design and implementation of its curriculum.
5. Provide NUS with feedback on program materials and their effectiveness via questionnaires and/or interviews from users, e.g. teachers, administrators, etc. Information obtained through questionnaires, interviews, and/or observation shall be provided to NUS with NO personally identifiable information.
6. Optional: allow access to classrooms at mutually agreed upon times for the purpose of observing the effectiveness of its program materials.

C. General Provisions

1. Term and Termination. This MOU begins on February 14, 2020 and will continue February 14, 2021, but in no instance longer than 1 year from the date of execution. Either party may terminate this MOU upon 30 days' written notice.

2. Extension. This MOU may be renewed or extended by a written document signed by authorized representatives of both parties. During any period of renewal or extension, the terms of this MOU and the Exhibits will govern the rights and obligations of the parties.

3. Intellectual Property. All trademarks, copyrights, and inventions (collectively "Intellectual Property"), if any, developed in connection with this MOU will be the sole property of NUS. Institution expressly agrees that NUS is the owner of all intellectual property related to the Sanford Harmony Program, and Institution's use of such materials does not in any way transfer ownership of any material, concept, or other form of intellectual property to Institution. The unauthorized distribution of Sanford materials strictly prohibited.

4. Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

5. Indemnification. Each party shall indemnify, defend, and hold harmless the other party (including its employees, officers, directors and agents) from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees (collectively "Claims"), caused by such party's negligence or willful misconduct and arising out of this Agreement, except to the extent such Claims are attributable to the gross negligence or willful misconduct of the party seeking to be indemnified. Any damage or loss associated with the services or products being provided shall be borne by the party in possession of the property at the time the damage occurs.

6. Relationship 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, other than as explicitly stated herein.

7. Dispute Resolution. The Parties agree discuss in good faith and resolve any issues informally before utilizing any other legal remedies. If a resolution cannot be reached, Parties agree that any controversy, claim or dispute, whether based on contract, tort or statute under either State or federal law, arising out of or relating in any way to this MOU or any alleged breach, that the prevailing party will be entitled to recover reasonable and documented attorney's fees and costs expended or incurred relating to or arising out of the dispute.

8. Non-Discrimination. The Parties agree not to discriminate against any student or employee related to the performance of work under this MOU or the services because of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

9. Legal Compliance. Both Parties 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.).

10. Entire understanding. This MOU contains the entire understanding between the Parties. Any previous understanding, agreements, representations or warranties relating to the subject matter of this MOU is hereby superseded and has no further effect.

11. Notice. All notices and statements to be given hereunder shall be sent to the respective Parties. Notice for NUS is the following: Dave C. Lawrence, 11355 North Torrey Pines Road, La Jolla, CA 92037; and notice for Institution will be as listed on page 1 of this MOU, unless otherwise notified. Any notice shall be sent by U.S. mail or equivalent method, with signature upon receipt to the extent possible.

12. Miscellaneous Provisions. This MOU: (a) shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective legal representatives, successors, or assigns; (b) headings are for reference only; (c) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) electronic signatures may suffice; (e) will be construed and enforced in accordance with the laws in the State where Institution is located to the extent permitted by law; (f) any provision in this MOU found to be illegal or unenforceable will not invalidate the rest MOU; and (g) any amendments or modifications to this MOU can only be made by a signed written agreement between the Parties.

IN WITNESS WHEREOF, The Parties have executed this MOU as of the dates set forth below:

South San Antonio Independent School District

NUS:

BY: _____

TITLE: _____

Date: _____

BY: _____

Dave C. Lawrence, MBA, Ed.D.
Vice Chancellor, Finance

Date: _____

**Sanford Harmony Representative
Contact Information:**

Name: Sasha Breeden

Email: sbreeden@nu.edu

Phone: _____