



CABE & RON SKAMFER AGREEMENT

Between

Ron Skamfer

and

California Association for Bilingual Education ("CABE")

Effective Date: November 1, 2025

1. Purpose

This Agreement ("Agreement") establishes the binding terms and conditions under which the California Association for Bilingual Education ("CABE") shall serve as the sole and exclusive provider of professional development, training, certifications, and related services based on Dr. Ivannia Soto's EL/Multilingual Learner Shadowing Protocol and related intellectual property ("Intellectual Property").

2. Term

This Agreement shall commence on the Effective Date and continue for a period of three (3) years, unless earlier terminated in accordance with Section 17. The Agreement may be renewed or extended by mutual written consent of the Parties.

3. Scope of Agreement

3.1 CABE shall design, coordinate, and deliver training, workshops, coaching, professional learning experiences, and certifications based on the Intellectual Property.

3.2 CABE shall be the exclusive worldwide provider of such services to schools, districts, counties, state agencies, and other organizations.

3.3 Ownership of the Intellectual Property shall remain with Ron Skamfer.

4. Exclusivity

4.1 CABE shall be the sole provider of training and professional development services relating to the Intellectual Property.



4.2 Exclusivity applies to all designated focus areas, including but not limited to: Literacy, Biliteracy, Multilingual Learners (“MLLs”), English Learners, and Equity for MLLs.

4.3 Ron Skamfer shall grant CABE exclusive representation for the delivery of TK–12 professional development services under this Agreement.

5. Roles and Responsibilities

5.1 CABE Obligations:

- Market, schedule, and manage training opportunities.
- Provide qualified facilitators approved by Ron Skamfer.
- Collect fees, manage registrations, and provide logistical support.
- Conduct ongoing marketing and promotion.
- Provide periodic written reports on training reach and outcomes, including the location of trainings.
- Upon request, CABE will arrange opportunities for Ron Skamfer to observe trainings.

5.2 Ron Skamfer Obligations:

- Provide CABE with protocols, materials, and research
- Advise on development and quality assurance.
- Forward leads to CABE for contracting.

6. Intellectual Property

6.1 All rights, title, and interest in the Intellectual Property remain vested with Ron Skamfer.

6.2 CABE is granted a non-transferable, exclusive license to use the Intellectual Property solely for purposes outlined in this Agreement.

6.3 Unauthorized reproduction, distribution, or adaptation by either Party is prohibited.

7. Branding and Attribution

All materials and services delivered under this Agreement shall:

- Attribute authorship to Dr. Ivannia Soto.
- Identify CABE as the exclusive provider.
- Use co-branding of CABE and Dr. Soto on all materials, marketing, and certificates.

8. Certificates

Only CABE is authorized to issue official Certificates of Completion and Trainer-of-Trainers Certificates related to the Intellectual Property. All certificates must include CABE and Dr. Soto co-branding. Unauthorized issuance is a material breach of this Agreement.



9. Commercial Terms

9.1 Client Pricing

CABE shall establish pricing consistent with market demand.

9.2 Delivery Rates

- Base Cost: \$6,500 per day (minimum two days), plus one optional coaching day (Additional fees may apply for extended travel and presenter requests.)

Plus the additional cost of books to be determined once participants are confirmed.

9.3 Royalty

In lieu of a royalty payment, CABE shall apply 5% of the earnings to a scholarship fund starting the next fiscal year in honor of Dr. Soto's legacy and contributions to CABE. Such scholarship will be awarded, in consultation with Ron Skamfer, through the CABE Dr. Ivannia Soto Award Fund administered by CABE.

CABE will provide Ron Skamfer with one (1) Attendee Registration and two (2) tickets for the Teachership Award event.

10. Book Purchases

All training shall be delivered in conjunction with the purchase of associated books published by Corwin Press. CABE shall facilitate client book orders when applicable.

11. Partnership Contributions from Ron Skamfer

Any leads generated or received by Ron Skamfer during the term of this Agreement shall be sent directly to CABE for follow-up, scheduling, and contracting.

12. CABE Contributions

CABE shall provide ongoing and consistent support to expand the reach of Dr. Soto's work through:

- Marketing Support: Comprehensive campaigns including digital outreach and co-branded promotional materials.
- Logistical Support: Event management, registration, contracting, and facilitation of all services.



13. Non-Compete and Non-Circumvention

Trained facilitators shall not deliver the Intellectual Property independently outside CABE. Clients may not bypass CABE to contract directly with Ron Skamfer or affiliates. Both Parties agree to non-circumvention during the term and for twelve (12) months following termination.

14. Confidentiality

Both Parties shall maintain strict confidentiality regarding non-public, proprietary, or financial information exchanged under this Agreement.

15. Representation and Warranties

Ron Skamfer represents and warrants that:

- (a) he solely and exclusively owns and controls the right, title, and interest in and to the Intellectual Property in connection with CABE's uses permitted herein and has the full right, power, and authority to grant the rights and licenses granted herein;
- (b) he has not granted and during the term of this Agreement will not grant any licenses, liens, security interests, or other encumbrances in, to, or under the Intellectual Property;
- (c) the exercise by CABE of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other person or entity;

(d) there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of the Intellectual Property in connection with CABE's uses permitted herein.

16. Indemnification

Each Party agrees to indemnify and hold harmless the other Party against any claims, damages, or liabilities arising from its own acts, omissions, or negligence.

17. Termination

Either Party may terminate this Agreement with ninety (90) days' prior written notice. Upon termination, CABE may complete any trainings scheduled to begin within the 90-day notice period but shall otherwise immediately cease scheduling any further trainings and cancel any trainings scheduled to begin after the 90-day notice period and will return or destroy all proprietary materials belonging to Ron Skamfer.



18. Dispute Resolution

Disputes shall first be addressed through good-faith negotiations. If unresolved, disputes shall proceed to mediation or binding arbitration under California law.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Remedies for Breach

20.1 Material Breach.

If either Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching Party, the non-breaching Party may pursue all remedies available at law or in equity, including but not limited to:

- Termination of this Agreement,
- Recovery of actual damages,
- Specific performance (requiring the breaching Party to fulfill its obligations), and
- Injunctive relief to prevent ongoing or threatened violations (including unauthorized use of Intellectual Property).

20.2 Attorney's Fees and Costs.

In the event of a dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, arbitration/mediation expenses, and court costs.

20.3 Equitable Relief.

Both Parties acknowledge that any unauthorized use, reproduction, or disclosure of the Intellectual Property or violation of the exclusivity or non-circumvention provisions would cause irreparable harm not adequately compensable by monetary damages. Accordingly, the non-breaching Party shall be entitled to seek immediate injunctive relief without the necessity of posting bond, in addition to any other remedies available.

21. Notice

Any notice to be given by either Party to the other shall be in writing and may be transmitted by personal delivery or United States Postal Service first class mail. Mailed notices shall be addressed to the Party's address appearing below, and each Party may change that address by written notice in accordance with this section. Notices delivered



personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three days after the day of mailing.

To: CABE at 20888 Amar Road, Walnut, CA 91789

To: Ron Skamfer at 109 Wawona Ave, Pismo Beach, CA 92449

22. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. The Parties agree to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent of the Parties.

23. Entire Agreement

This Agreement constitutes the full and complete understanding between the Parties and supersedes all prior agreements, oral or written. Amendments must be in writing and signed by both Parties.

24. Signatures

For California Association for Bilingual Education (CABE):

Name: _____

Title: _____

Date: _____

For Ron Skamfer:

Name: _____

Date: _____