



Graham Middle School
Attn: Michael Hermosillo
1175 Castro Street
Mountain View, CA 94040

March 13, 2019

To Whom It May Concern:

We are pleased that you have asked The Goldie Hawn Foundation (the "Foundation") to provide you with training services in connection with the Foundation's MindUP™ program (the "Training Services") to complement the works published by Scholastic, Inc. ("Scholastic") featuring the MindUP™ curriculum (the "Curriculum Books") and additional subject matter related to neuroscience, mindful awareness training, positive psychology and social and emotional learning through various channels including digital means. This letter will confirm the terms of our arrangement.

Parties. This training agreement (the "Agreement") is entered into as of March 13, 2019 (the "Effective Date") by and between The Goldie Hawn Foundation, a registered not-for-profit organization whose address is 220 26th Street, Suite 203 Santa Monica, CA 90402 and Graham Middle School whose address is 1175 Castro Street, Mountain View, CA 94040 and is composed of 55 staff members participating in this program.

1. The "Client"; the Foundation and Client each a "Party" and collectively the "Parties").
2. Engagement. Client hereby engages the Foundation, and the Foundation hereby accepts the engagement, to provide Training Services in accordance with the terms and conditions set forth herein.
3. Services. The dates, times and locations of the Training Services (the "Contracted Days") to be provided to Client by or on behalf of the Foundation are set forth on Exhibit A hereto.
4. Term. This Agreement shall be effective as of the Effective Date and shall terminate on the completion of the Training Services, unless terminated sooner in accordance with Section 8.
5. Fees and Expenses.
 - (a) Client agrees to pay the Foundation the following fees and expenses:
 - i. Program Fee. As consideration for the provision of the Training Services by or on behalf of the

Foundation, Client shall pay the Foundation a fee of \$8,135.00 (the "Program Fee"). This program fee shall encompass a 12-month implementation support plan as outlined in Exhibit A.

ii. Payments will be made in two installations. The first payment will be following the Day One training and will include the cost of resources (curriculum guides and chimes). The second payment will be due following the Day Two training.

iii. Travel Expenses. Travel expenses incurred by or on behalf of the Foundation in connection with providing the Training Services as noted above are included in the above-mentioned fee.

(b) Client agrees to pay the Foundation all Fees due under this Agreement upon receipt of an invoice sent by or on behalf of the Foundation. Except as otherwise required by law, Client shall not withhold from any payment to the Foundation under this Agreement; any amounts in respect of Social Security or other federal, state, or local tax liabilities or contributions. The Foundation will be responsible for all withholdings and contributions required in connection with any compensation paid to it under this Agreement.

(c) Payment shall be made to The Goldie Hawn Foundation in U.S. Dollars. Payment shall be sent to The Goldie Hawn Foundation, 220 26th st. Suite 203, Santa Monica CA, 90402

6. Curriculum Books; Supporting Materials.

(a) Client and the Foundation agree that the curriculum books purchased, directly from Scholastic, Inc. or through an authorized seller are included in the Fees provided under this Agreement.

(b) The Foundation may provide Client with training or other supporting materials to complement the Curriculum Book (the "Supporting Materials"). Client is responsible for and agrees to make copies of any Supporting Materials, at the Foundation's direction and at Client's expense, for Participants. Client may not reproduce the Supporting Materials other than as permitted in writing by the Foundation, and may not distribute the Supporting Materials to any person or entity that is not part of the training, and under the direction and control, of Client. This includes schools not included in this agreement and/or other neighboring districts.

7. Ownership of Intellectual Property. Client agrees and acknowledges that:

(a) the Foundation owns all marks and all rights in and to the training content and the Supporting Materials; and (b) the Foundation and/or Scholastic own all rights in and to the Curriculum Book. Except as expressly permitted herein, Client shall not summarize, modify, edit, copy, revise, distribute copies of, post online, perform publicly or create derivative works of the Training, Supporting Materials or Curriculum Book. The Goldie Hawn Foundation must authorize any request for subsequent data or research that (School Name) may want to publish, in writing.

8. Cancellation; Rescheduling.

(a) Any modification to the Contracted Day(s) by either Party must be made in writing. Either Party may cancel or reschedule the Training Services, for any or no reason, subject to the terms set forth in the following Sections (b), (c) and (d).

(b) In the event that Client cancels the Training Services at any time, Client shall forfeit all amounts paid, and must immediately pay all remaining amounts due, for: (i) non-refundable incurred Travel Expenses and (ii) any other out-of-pocket expenses incurred by the Foundation in connection with its preparing to provide the Training Services (collectively, "Cancellation Fees").

(c) In addition to payments due pursuant to Section 8(b), in the event that Client cancels the Training Services, the following Sections (i), (ii), (iii) or (iv) shall apply, according to the date of cancellation:

- i. 90 or more days before the first Contracted Day: a full refund of the Training Fee shall be issued less any expenses that have incurred as a result of this project.
- ii. 30-88 days before the first Contracted Day: 50% of the Training Fee shall be refunded.
- iii. 15-29 days before the first Contracted Day: 25% of the training fee shall be refunded.
- iv. 0-15 days before the first Contracted Day: no refund will be issued and reasonable efforts will be made to reschedule.

(d) In the event that Client reschedules the Contracted Day(s) for any or no reason, Client shall be responsible for the following amounts (collectively, the "Change Fees"):

- i. any non-refundable Travel Expenses for any non-changeable travel arrangements;
 - ii. any fees incurred by the Foundation in connection with changing travel arrangements;
- and

iii. if Client provides notice to the Foundation of any such rescheduling within thirty (30) days of the first Contracted Day, a change fee of \$500.

9. Termination. Upon cancellation of the Training Services by either Party, this Agreement shall terminate and Client shall return any Supporting Materials to the Foundation. Sections 6, 7, and 9-19 of shall survive termination of this Agreement.

10. Nature of Relationship; Independent Contractor Status. It is understood and agreed that each of the Parties hereto is an independent contractor and that neither Party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither Party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither Party has the authority to enter into, sign, or obligate the other Party on any contract or agreement of any kind and shall make no representations whatsoever that it has such authority. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint ventures'. Neither Party shall be considered as having employee or worker status, and neither Party shall be entitled to participate in any employee plans, arrangements or distributions of the other.

11. Limitation on Damages. Client agrees that the Foundation shall not be liable to Client for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Curriculum Book, Supporting Material or Training Services, or any other services performed hereunder, for an aggregate amount in excess of the fees paid by Client to the Foundation under this Agreement. In no event shall the Foundation be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

12. Indemnification. Client agrees to indemnify, defend, and hold harmless the Foundation from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from any claim brought by a third party arising out of any breach by Client of any representations, warranties or obligations, or the Curriculum Book, Supporting Material or Training Services, or any other services performed hereunder. The Foundation agrees to indemnify, defend, and hold harmless Client from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from any claim brought by a third party arising out of the Foundation's breach of any representations, warranties, or obligations under this Agreement.

13. Non-Disparagement. Except as required by law, Client agrees not to make or publish any statement (orally or in writing) that becomes or reasonably could be expected to become publicly known, which would libel, slander, disparage or defame the goodwill or the reputation (whether or not such disparagement legally constitutes libel or slander) of Ms. Goldie Hawn, her family, the Foundation, and/or any of its officers, directors, employees, agents or representatives.
14. Confidentiality. Client agrees to keep confidential and not to disclose, any information or materials, including the Supporting Materials, provided by or on behalf of or obtained from the Foundation unless Client receives prior authorization from the Foundation to make such disclosure. This obligation of confidentiality does extend to sharing of information regarding fees. This obligation does not extend to any information or materials that: (a) was previously known by Client; (b) is or shall become in the public domain or available to the general public; (c) is independently developed; (d) is later lawfully acquired by Client from other sources; or (e) is compelled to be disclosed by a judicial or administrative process or by other requirements of law.
15. Severability. The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision. Any invalid or unenforceable provision shall not be deleted but shall be reformed and construed in a manner to enable it to be enforced to the extent compatible with applicable law.
16. Governing Law; Jurisdiction. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be construed under, governed by and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the principles of conflicts of law. The federal and state courts located within the City, County and State of New York shall have exclusive jurisdiction over any controversy relating to this Agreement, the Training Services, the Curriculum Book or the Supporting Materials
17. Rules of Construction. The following rules of construction apply herein: (a) the headings are inserted for convenience only and shall not affect the construction of this Agreement; (b) the singular includes the plural and the plural includes the singular; (c) the words “and” and “or” are used in the conjunctive or disjunctive as the sense and circumstances may require; (d) any form of the word “include” shall be deemed to be followed by the words “without limitation”; and (e) whenever a Party is precluded from taking an action hereunder, such Party shall also be

precluded from directly or indirectly authorizing, permitting, or cooperating with a third party or affiliate to take such action.

18. Force Majeure. Neither Party shall be responsible for any failure or delay in the performance of all or any part of this Agreement caused by acts of God or nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts or other similar causes or circumstances which cannot reasonably be prevented by the Party whose performance is delayed.

19. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings and agreements whether written or oral. Each Party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other Party (whether orally or in writing) other than as expressly set out in this Agreement. This Agreement may not be amended or revised except by a writing signed by or on behalf of each Party.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

A faxed or electronic (i.e. PDF) signature shall be deemed an original for all purposes under this agreement. If the terms set forth herein are acceptable, please sign and date this Agreement and return the fully executed original to us.

Very truly yours,

THE GOLDIE HAWN FOUNDATION

Agreed and Accepted by
Graham Middle School:

Agreed and Accepted by
The Goldie Hawn Foundation:

Signature

Mike McGalliard
Global Executive Director
Email: mmcgalliard@mindup.org

Cathy Baur

Printed Name

Chief Academic Officer

Title

cbaur@mvwsd.org

Email

650-526-3500

Phone

Date

EXHIBIT A

Date, Time and Location of Training Services

Initial Training Date: March 19, 2019

Time(s): 8:30am-3:30pm

Location(s): Graham Middle School

The Goldie Hawn Foundation's signature educational program is MindUP™, a set of social, emotional, and self-regulatory strategies and skills developed for pre-kindergarten through eighth-grade students to cultivate wellbeing and emotional balance.

While focusing on the theoretical and pedagogical foundations of MindUP™ and how to implement the program in the classroom, this workshop is designed to give educators, child advocates, and other interested people the capacity to sustain the growth of the MindUP™ program, while working in close collaboration with The Goldie Hawn Foundation. This is accomplished through interactive learning and presentations led by an experienced MindUP™ training consultant.

In the MindUP™ Workshop, the 55 participants will:

- Learn about the principles of MindUP™ with discussion about ideas as to how to implement MindUP™ in the classroom;
- Become familiar with the theoretical and pedagogical foundations of MindUP™;
- Experience first-hand the MindUP™ curriculum through interactive learning examples;
- Develop an acquaintance with how MindUP™ supports children's acquisition of skills to recognize and manage emotions, develop concern for others, make responsible decisions, and maintain positive relationships;
- Learn how to integrate the principles and concepts of MindUP™ into standards-based or core
- curricula;
- Evaluate and manage the efficacy of MindUP™; learn how to report data for MindUP™
- Explore a variety of topics and issues focused on SEL, mindful education and the MindUP™
- curriculum.

The 12-month Implementation Support Plan for Graham Middle School will include:

- Day One workshop to launch curriculum with on site MindUP Consultant.
- Pre-data collection by Graham Middle School according to the MindUP™ evaluation process.
- 2 Video conference calls with MindUP Consultant.
- Day Two Workshop to ascertain implementation success and challenges.
- Parent workshop.
- Follow-up Conference call to assess program integration and recommend next steps for sustainability