

LETTER OF AGREEMENT

This is an agreement between ENTER ORGANIZATION and ENTER CONTRACTOR "Contractor". It will be fulfilled through signing the contract below.

1. STATEMENT OF EXPECTATIONS.

This agreement is for Contractor to serve as Implementation Coach for ENTER SCHOOL to occur during the ENTER academic school year. The activities to be performed under this agreement include, but are not limited to:

- A. Collaborate with Mindfulness Trainer and identified School Mindfulness Champion (SMC) at or near completion of school six-session course. Determine schedule for facilitating workshops/meetings (B) and consultation (C) to occur with appropriate school stakeholders.
- B. Facilitate ENTER NUMBER OF hours of workshops/meetings focused on exploring possible school mindfulness strategies with SMC and school staff and to select strategies and identify actions to include in school mindfulness implementation plan, fostering and sustaining mindfulness practices resulting in mindful school climates. Prepare and provide ancillary program-specific materials.
- C. Provide ENTER NUMBER OF hours of consultation time with school mindfulness champion and/or school staff, troubleshooting and identifying resources to integrate mindfulness practice.
- D. Collaborate/debrief with school administration, school mindfulness champion, and project staff to discuss implementation of outcomes and sustainability per the developed school plan.
- E. Conduct ongoing communication among and between school mindfulness champion, mindfulness trainer, school staff participants, mindfulness work team, and project staff.

2. TERM.

The term of this agreement shall commence ENTER DATE and continue through ENTER DATE. This agreement may be terminated by either party, with thirty (30) days written notice, subject only to the payment of all obligations due to the other party under this Agreement up to the point in time of said termination.

3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

Contractor hereby agrees to:

- A. Sign agreement with ENTER ORGANIZATION to perform the activities identified in Sub 1. STATEMENT OF EXPECTATIONS, above.
- B. Provide W9 and invoice ENTER ORGANIZATION for a fee of ENTER AMOUNT (half upon completion of A and B above and half upon completion of C and D above). Invoice may include required mileage at the current state rate (invoice upon completion of A and B above and upon completion of C and D above, not to exceed ENTER AMOUNT). Enclose the school implementation plan with final invoice.

4. DUTIES AND RESPONSIBILITIES OF ENTER ORGANIZATION.

ENTER ORGANIZATION hereby agrees to:

- A. Cooperate as needed to carry out the activities described in Sub 1. STATEMENT OF EXPECTATIONS throughout the term of this agreement.
- B. Pay Contractor ENTER AMOUNT at the completion of expectations at ENTER SCHOOL and up to ENTER AMOUNT in required mileage, upon receipt of invoices, W9, and school implementation plan.

5. INSURANCE.

Each party to this agreement shall maintain its own liability insurance sufficient to insure against the risks arising from each party's responsibilities under this agreement.

6. MUTUAL INDEMNIFICATION.

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party,

its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

7. INDEPENDENT CONTRACTOR STATUS.

The relationship of ENTER CONTRACTOR to ORGANIZATON shall be that of an independent contractor. The Contractor shall perform this Agreement through its own means and according to its own methods, free from any control of the ORGANIZATION as to the manner and method of its professional performance hereunder. Nothing in this Agreement shall be construed so as to deem the Contractor as an employee of ORGANIZATION for any purpose, including but not limited to compensation, fringe benefits, insurance coverage or otherwise. The Contractor has no authority to incur any obligation for or on behalf of ORGANIZATION.

8. MODIFICATIONS.

The parties hereto agree no modifications can be made to this agreement except those which are mutually agreed upon by and between the parties and which have been executed in writing by duly authorized representatives of the parties.

9. MISCELLANEOUS TERMS AND CONDITIONS.

The following terms apply to the parties to this agreement:

- A. This agreement shall be in accordance with and subject to the laws of the State of Wisconsin.
- B. If any clause or provision of this agreement is determined by a court with requisite jurisdiction to be illegal or unconstitutional, that clause or provision shall be severed from this agreement where possible, and the remainder of the agreement shall continue to have full force and effect.

10. INTEGRATION OF AGREEMENT.

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Contractor and ORGANIZATION relating to the subject matter.

11. AUTHORITY TO ENTER INTO AGREEMENT.

By signing below, the parties affirm and acknowledge that they have read and understand this Letter of Agreement consisting of two (2) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and they accept and agree to be bound by the terms and conditions of this Agreement as outlined. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. A facsimile signature or electronic signature will have the same legally binding effect as an original signature.

ORGANIZATION BY:

(Signed)

(Printed)

(Title)

(Date)

CONTRACTOR BY:

(Signed)

(Printed)

(Title)

(Date)