

## LETTER OF AGREEMENT

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

### 1. STATEMENT OF EXPECTATIONS.

This agreement is for Contractor to provide a six-session course in mindfulness trainings 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. Meet with school administration, champion and project staff prior to course to discuss opportunity, determine schedule for mindfulness trainings, and confirm roster of staff participation.
- B. Teach six-session mindfulness-based strategies course for school staff. Prepare and provide ancillary program-specific materials.
- C. Conduct ongoing communication among and between school champion, implementation coach, class participants, mindfulness work team, and project staff.
- D. Support school champion during six-session course in maintaining attendance, updating champion activities form, and supporting creation of implementation/sustainability plan to integrate school mindfulness practice.
- E. Meet/debrief with school administration, champion, mindfulness implementation coach, project staff and interested school stakeholders to debrief and transition to implementation phase.

### 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 the fee of ENTER AMOUNT and required mileage (at the current state rate, not to exceed ENTER AMOUNT) at the completion of the six-session course.

### 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 the course plus up to ENTER AMOUNT mileage upon receipt of invoice.

### 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 ORGANIZATION 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 the 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 the 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 the 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:

CONTRACTOR BY:

\_\_\_\_\_ (Signed)

\_\_\_\_\_ (Signed)

\_\_\_\_\_ (Printed)

\_\_\_\_\_ (Printed)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)