

TRAINING PROGRAM CONTRACT

AGREEMENT ("Agreement") made this 1st day of August, 2019 between the Anti-Defamation League of B'nai B'rith ("ADL"), a not-for-profit corporation having its principal place of business at 605 Third Avenue, New York, NY, 10158 with an office at Orange County/Long Beach, 1201 Dove Street, Suite 550, Newport Beach, CA 92660, and Newport-Mesa Unified School District ("CLIENT"), located at 2985 Bear Street, Costa Mesa, CA 92626.

WHEREAS, CLIENT desires that the ADL shall conduct the A WORLD OF DIFFERENCE® Institute Training Program;

WHEREAS, ADL desires to provide the required services to CLIENT; and

WHEREAS, the parties desire to establish the terms and conditions by which ADL will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

- (1) ADL agrees to conduct a training program consisting of two (2) days of training sessions. There must be a minimum of fifteen (15) participants in each training session, and a maximum of forty (40). CLIENT agrees to notify ADL at least five (5) days in advance of the scheduled training if CLIENT expects participation will fall below the minimum. In such event, ADL shall have the right to cancel or postpone the session until another date can be mutually agreed upon. In the event of such cancellation or postponement, the provisions of Paragraph 6 (c) of this Agreement shall prevail.
- (2) The training sessions will be held on Monday, August 12, 2019.
The cost for the complete training program will be \$1,500.00 per session and may include applicable
- (3) travel expenses for one facilitator, which include meals and ground transportation to and from training site as outlined in Exhibit B. CLIENT will pay for these arrangements in consultation with ADL. This cost includes 0 copies of the curricular guides at \$0.00 each.
ADL will be paid for its services specified in Exhibit A in accordance with the payment schedule set forth in Exhibit B and shall submit to CLIENT complete bills for said services and expenses.
- (4) CLIENT will provide the necessary materials, including audio-visual equipment, as outlined in Exhibit C.
- (5) CLIENT agrees to provide adequate crowd control and adequate security including guaranteeing that a CLIENT staff member will be present at all times during the program. CLIENT agrees to obey all fire precautions as required by law or local ordinances.
- (6) (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

(b) ADL shall have the right to terminate this Agreement immediately, by written notice to CLIENT, for any of the following reasons:

- (i) Breach by CLIENT of any material term or condition of this Agreement, including, but not limited to, the inability of CLIENT to provide in a timely fashion any of its obligations outlined in this Agreement;
 - (ii) CLIENT submits an application or petition for the appointment of a receiver, trustee or liquidator of all or a substantial amount of its assets;
 - (iii) CLIENT admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the application of a creditor adjudicating a petition seeking reorganization of CLIENT's firm for all or a substantial part of its assets; or
 - (v) CLIENT has assigned this Agreement without first receiving ADL's prior written consent.
- (c) If one or more sessions are cancelled within thirty (30) days of the contracted training date, through no fault of ADL, CLIENT agrees to reimburse ADL for 50% of the contracted fee plus all expenses incurred to that date, including travel in connection with the cancelled sessions.
- (7) The parties hereby agree to hold harmless, defend and indemnify each other, as well as their affiliates, directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any act or commission or omission directly or indirectly attributable to any of party's undertakings and obligations arising under this Agreement, any Intellectual Property created under this Agreement, and including any act by any party inconsistent with the status as separate parties with no employment, agency, or representative relationship. These indemnities shall survive the termination of this Agreement.
- (8) CLIENT agrees that all material used in conjunction with the training program is proprietary to ADL, the exclusive property of the ADL, and are to be used only to provide the authorized A WORLD OF DIFFERENCE® training and activities. As such, these materials may not be reproduced, revised, adapted, modified, sublicensed, translated, abbreviated, abridged, excerpted or in any way altered without the written consent of ADL.
- (9) Nothing in this Agreement shall be construed to place ADL and CLIENT in the relationship of a partnership or a joint venture, and neither ADL nor CLIENT shall have any power to oblige or bind the other party in any manner whatsoever.
- (10) On termination of this Agreement, regardless of how termination is effected, or whenever requested by ADL, CLIENT shall immediately return to ADL all copies of ADL's property, and cease using the ADL and/or A WORLD OF DIFFERENCE® Institute and/or No Place For Hate® and/or Words To Action™ names.
- (11) (a) Any publicity or promotional materials, including, but not limited to, press releases and advertisements produced by CLIENT for or in conjunction with the Training Program, must be reviewed and approved in writing by ADL prior to publication.
- (a) Any publicity or promotional materials, including but not limited to press releases and advertisements, produced by CLIENT for or in conjunction with the Training program, must be reviewed and approved in writing by ADL prior to publication.

(12) This Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties.

In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.

(13) This Agreement shall be construed in accordance with, be governed by and subject to the jurisdiction of the laws and courts of the State of California.

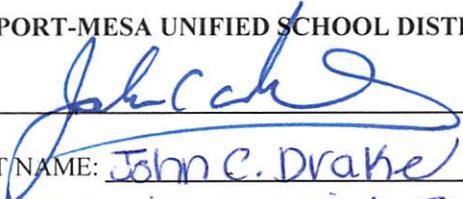
(14) Any notice or document required hereunder shall be delivered in writing. Any notice of termination of this Agreement shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the address set forth above. Any notice delivered via email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server. A copy of any notice or document sent to ADL shall be sent to the attention of Vice President, Education Division, and a copy of any such notice or document shall be sent to Shannon McGowan, Education Director.

Any notice or document sent to CLIENT shall be sent to Dr. Jeffrey Hubbard. Any notice or document sent by mail shall be deemed received five (5) business days after mailing. Any notice or document personally delivered shall be deemed received when delivered. Any notice delivered via email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ANTI-DEFAMATION LEAGUE OF B'NAI B'RITH

BY: 

BY: 

PRINT NAME: John C. Drake

PRINT NAME: Shannon McGowan

TITLE: Interim Associate Supt.
Chief Academic Officer

TITLE: Education Director

CLIENT TAX IDENTIFICATION NUMBER: _____

EXHIBIT A: Tasks and Responsibilities

[SAMPLE]

Sample Title of the Training Program:

Becoming an Ally

Sample Outline of Standard Training Program [to be modified based on client's needs]:

1. *Introduction:*
 - A. Introduction of Facilitators
 - B. Introduction of ADL
 - C. Introduction of A WORLD OF DIFFERENCE® Institute
2. *Explanation of Agenda and Ground Rules*
3. *Icebreaker Exercise - Things in Common*

To effectively discuss issues such as bias and discrimination, it is important to establish trust and connections early on in the session so that participants feel at ease. Icebreaker activities are designed to achieve this goal.
4. *Identity Exercise—Our Own Diversity*

This exercise invites participants to share and relate information with one another. It explores the importance of identity and how it impacts bias and interpersonal dynamics. It can also establish a broad definition of diversity for a seemingly homogenous group.
5. *Cultural and Communication - Name 5*

The purpose of this activity is to allow participants to identify their own cultural knowledge gaps and explore the importance of positive role models for everyone. It provides a forum for discussing the need for expanding traditional approaches to education and for examining the ways people from non-mainstream groups have been absent or misrepresented.
6. *Understanding the Language of Bias – Developing a Common Language*

The purposes of this activity are to ensure that participants have an understanding of key words related to anti-bias education and to provide an opportunity to identify personal and institutional manifestations of prejudice and discrimination.
7. *Examining Bias – Bias is Universal*

Participants explore the concept of implicit bias and how it plays out in their lives and community.
8. *Action Planning*

Facilitators will lead a discussion on how the group can address the bias-related issues identified and identify potential solutions or recommendations that promote positive personal and institutional change.
9. *Questions Answers/Wrap-Up/Evaluation*

Participants have an opportunity to reflect on what they have learned and to provide evaluation of the program.

EXHIBIT B: PAYMENT SCHEDULE

TRAINING FEE:

The training fee for the program described herein is \$1,500.00 plus travel expenses for one (1) facilitators to and from the training site.

TRAVEL EXPENSES:

Travel expenses include the following:

Basic transportation:	Facilitator #1	Facilitator #2
RT airfare	<u>0</u>	<u>0</u>
Bus	<u>0</u>	<u>0</u>
Train	<u>0</u>	<u>0</u>
Car Rental	<u>0</u>	<u>0</u>
Mileage @ 58 ¢	<u>0</u>	<u>0</u>
 Ground transportation:		
To and from airports	<u>0</u>	<u>0</u>
To and from training site	<u>0</u>	<u>0</u>

Hotel Accommodations: At prevailing rates at time of training in hotel near training site.

Meals and Miscellaneous: (\$50 per day/per facilitator)

(\$50 per day/per facilitator)

Other: Costs for travel expenses, if any, will be passed on to CLIENT for reimbursement at the time of invoice.

All cost information provided above is estimated. Receipts for actual expenses will accompany invoice.

PAYMENT METHOD:

For services performed (i.e. payments made after services are commenced to proportion with those received).

This contract is being made with the Anti-Defamation League. Total payment must be received within thirty (30) days of billing date, in the form of a check made payable to the ANTI-DEFAMATION LEAGUE (ADL - Federal Tax I.D. # 13-1818723).

EXHIBIT C: MATERIALS

Materials and supplies provided by the CLIENT for each training session:

Provide a large room with moveable seating and walls to hang posters and chart paper and enough space for participants to move around during different activities

-1 newsprint pad, easel and markers

Nametags for participants

- All audiovisual equipment necessary to support video viewing (e.g. laptop, speakers, LCD projector, large screen, WIFI capability. If WIFI is unavailable, notify ADL staff in advance.)