



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-18.

MEETING DATE	2020-06-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

Time

Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

TITLE:

Recommendation to Approve Agreement - FY21-096 - Happiness Studies Professional Development

REQUESTED ACTION:

Approve the recommendation of the above Agreement. Contract Term: Upon execution of all parties through June 30, 2023, Three (3) Years; User Department: Secondary Learning; Award Amount: \$45,000; Awarded Vendor(s): Happiness Studies Academy LLC; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

The Broward County Public School's strategic plan calls for a better understanding of Happiness Studies to support the well being of the District students and staff. This Agreement with the Happiness Studies Academy will provide professional development and training that will give teachers the knowledge to promote happiness and social and emotional learning in support of the Superintendent's Mindfulness initiative. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$45,000. The funding source will come from the Secondary Learning's departmental budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Guy Barmoha

Phone: 754-321-2119

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

6/16/2020, 12:18:25 PM

Approved In Open Board Meeting On:

JUN 23 2020

By:

School Board Chair

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ MLW/MCC/GB:kg

EXECUTIVE SUMMARY

Recommendation to Approve Agreement FY21-096 – Happiness Studies Professional Development

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the Agreement between Happiness Studies Academy LLC and The School Board of Broward County, Florida (SBBC), starting upon execution of all parties and will expire on June 30, 2023. This Agreement will provide professional development services designed to create knowledge and understanding, and to support the professional development of SBBC staff.

The spending authority being requested is \$45,000.

Goods/Services Description

Responsible: Secondary Learning

The Broward County Public School's strategic plan calls for a better understanding of Happiness Studies to support the well being of the District students and staff. This Agreement with the Happiness Studies Academy will provide professional development and training that will give teachers the knowledge to promote happiness and social and emotional learning in support of the Superintendent's Mindfulness initiative.

The online curriculum platform will include:

- a. Online video courses
- b. Happier School booklet
- c. Curriculum – Each grade level will get six (6) ready-made lesson plans built around great works.
- d. Additional great works - divided into age group and the different Happiness elements for teachers to create additional lesson plans.
- e. The Happier School Forum – allowing teachers to communicate with each other and upload their lesson plans for the entire community.

Procurement Method

Responsible: PWS

Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of educational services.

Financial Impact

Responsible: PWS and Secondary Learning

The total spending authority requested is \$45,000 for three (3) years and will be taken from Secondary Learning's departmental budget.

Cost Per School		\$ 5,000
Number of schools	x	3
Total Price Per Year	=	\$15,000
Total Price for three (3) years		\$45,000

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2020 by and between

23rd day of June

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

HAPPINESS STUDIES ACADEMY LLC
(hereinafter referred to as "HSA"),
whose principal place of business is
44 Adams Drive
Cresskill, NJ 07626

WHEREAS, HSA and SBBC adesire to collaborate on professional development services designed to create knowledge and understanding of Happiness Studies and to support the professional development of SBBC staff and overall implementation of Happiness Studies classes at SBBC schools through an array of services and products offered by HSA and described in Attachment A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for SBBC's purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement commences on the date signed by all parties and concludes on June 30, 2023.

2.02 Description of Work. HSA shall provide professional development services designed to create knowledge and understanding of Happiness Studies and to support the implementation of Happiness Studies classes at SBBC schools. The services are specified in

the Statement of Work (“SOW”) and catalog of training and curriculum materials attached to and incorporated herein as **Attachment A**.

2.03 **Participation in Services.** Participation in HSA services is limited to members of SBBC’s organization, and may not be used by anyone outside the organization without written permission from HSA.

2.04 **Disclosure of Education Records.** Although no student education records will be disclosed pursuant to this Agreement, should HSA come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.05 **HSA Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, HSA shall:

1. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
2. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;
3. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
4. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA’s privacy requirements;
5. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party.

2.06 **SBBC Disclosure of Employee Records.**

(a) SBBC will provide HSA the records listed in this section for professional development services designed to create knowledge and understanding of Happiness Studies and to support Happiness Studies course implementation. This

work will include an array of services and products, which are specified in the attached Statement of Work (“SOW”) (**Attachment A**).

(b) SBBC will provide HSA with the following employee records:

- 1) First and Last Name
- 2) Job Title
- 3) Work Location
- 4) Work Phone Number
- 5) Work E-mail Address

2.07 **HSA Safeguarding Confidential Employee Records.** Notwithstanding any provision to the contrary within this Agreement, HSA shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,
- (b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,
- (c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,
- (d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee’s records and information,
- (e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,
- (f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and
- (g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section survives the termination of all performance or obligations under this Agreement.

2.08 **Intellectual Property.**

- (a) HSA has developed a proven and proprietary method to teach Happiness Studies using certain protocols, methods, modules, audiovisual, online materials, instructional methodology, and framework (“Intellectual Property”). This Intellectual Property and any related proprietary methodology are embodied in various HSA owned copyrighted works.
- (b) To the extent that HSA makes any modifications, alterations, add-ons, versions, updates, or other changes to the Intellectual Property, such modifications,

alterations, add-ons, versions, updates, or other changes shall constitute derivative works, which shall be considered part of the Intellectual Property defined herein.

- (c) HSA reserves and retains all right, title, interest, and goodwill in and to the Intellectual Property, regardless of the form or media in which it may exist. HSA hereby provides a limited, royalty-free, non-exclusive right to SBBC to use the Intellectual Property within its organization and in connection with the services outlined in **Attachment A**.
- (d) SBBC hereby agrees that it will not distribute, circulate, copy, cause to be copied, or otherwise replicate the Intellectual Property for use other than within SBBC's organization in connection with the services outlined in **Attachment A** or as otherwise set forth herein.
- (e) SBBC retains exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.
- (f) To the extent that SBBC utilizes any trademark owned by HSA in connection with any promotion of any of the products or services listed in **Attachment A**, HSA hereby grants SBBC a non-exclusive, royalty-free, limited license to use any HSA trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of HSA. HSA trademarks include, but not limited to, HSA, Happiness Studies Academy and any and all corresponding designs associated therewith.

2.09 **Terms of Payment.**

- (a) SBBC agrees to pay HSA as outlined in **Attachment A**.
- (b) HSA shall submit invoices to SBBC in accordance with the attached SOW (Attachment A).
- (c) SBBC will submit payment to HSA upon receipt of each proper invoice thirty (30) calendar days after receipt and satisfactory completion of all work as determined by SBBC.
- (d) If SBBC requires a purchase order (PO) for contracted services, SBBC agrees to deliver such PO to HSA thirty (30) calendar days before each start date for the individual services.

2.10 **Rescheduling of Services.**

- (a) If SBBC needs to change the planned dates of any of the contracted services, a request must be made in writing thirty (30) calendar days in advance of the scheduled date. SBBC agrees to diligently work to reschedule within sixty (60) calendar days of such notice.
- (b) If HSA cancels or fails to deliver a scheduled service, they will not invoice SBBC until the rescheduled service is delivered.

2.11 **Research Data, Use of Images, and Use of SBBC's Name.**

- (a) SBBC understands that HSA is a research organization and that the survey data and other observations collected from SBBC participants may inform research studies.
- (b) HSA may include SBBC's name and logo in its customer list and on its website customer list. Subsequent to the execution of this Agreement by both parties, should HSA wish to issue a press release(s) regarding SBBC it must first coordinate its efforts with appropriate SBBC staff to obtain the approval of the SBBC's Chief Public Information Officer prior to issuance of same press release.
- (c) Primary Investigators of program evaluation studies conducted by HSA that impact the daily activities of students, parents or staff, or require use of data from the same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure: (a) the purpose, scope, limitations, and duration of study is clearly outlined; (b) the protection of human subjects in the research process; (c) personally identifiable information (PII) is only used for purposes of the identified study; (d) PII is only used by representatives of the organization identified in this agreement; and (e) the safe and confidential storage and transmittal of education records. The purposes and scope of the study or program evaluation to be conducted by HSA can be described as: 1) to create knowledge and understanding of Happiness Studies and 2) to support Happiness Studies course implementation and must align with the stated objectives of this agreement. The duration of the study commences on the date signed by all parties and concludes at the end of business on June 30, 2023 and must be conducted during the term of this Agreement. As IRB renewal is necessary, it must be submitted annually during the duration of this Agreement. HSA agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. HSA agrees to comply with all requirements of the SBBC's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.12 **Inspection of HSA's Records by SBBC.** HSA shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All HSA applicable records, regardless of the form in which they are kept, will be open for inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of HSA directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

- (a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to HSA's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of

five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to HSA pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide HSA reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to HSA's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by HSA to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section constitutes grounds for termination of this Agreement by SBBC for cause and will be grounds for SBBC's denial of some or all of any HSA's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by HSA in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by HSA. If the audit discloses billings or charges to which HSA is not contractually entitled, HSA shall pay said sum to SBBC within twenty (20) days after receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, HSA shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by HSA to include such requirements in any subcontract constitutes grounds for termination of this Agreement by SBBC for cause and will be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to HSA pursuant to this Agreement and such excluded costs shall become the liability of HSA.

(g) Inspector General Audits. HSA shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Academic Officer

The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To HSA:

Yuval Kutz
44 Adams Drive
Cresskill, New Jersey 07626

2.14 **Background Screening.** HSA shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of HSA or its personnel providing any services under the conditions described in the previous sentence. HSA shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to HSA and its personnel. The parties agree that the failure of HSA to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. HSA agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from HSA's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.15 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK

**MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600
SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.16 **Liability.** This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) **By HSA:** HSA agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by HSA, its agents, servants or employees; the equipment of HSA, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of HSA or the negligence of HSA's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by HSA, SBBC or otherwise.

2.17 **Insurance Requirements.** HSA shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** HSA shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** HSA shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(d) **Verification of Coverage.** Proof of the required insurance must be furnished by HSA to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to

collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit HSA to remedy any deficiencies. HSA must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. HSA is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.18 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.19 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.20 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.21 Incorporation by Reference. Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC will be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title

to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement is interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual

intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver will only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

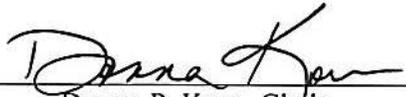
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(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Maya
Moore
Reason: Happiness Studies
Agreement
Date: 2020.06.16 10:01:11
-04'00'

Office of the General Counsel

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FOR HSA

(Corporate Seal)

ATTEST: HAPPINESS STUDIES ACADEMY © LLC 83-1167353

HAPPINESS STUDIES ACADEMY LLC

By [Signature]
Signature

_____, Secretary

Printed Name: Yuval Kute

-or-

Title: President

Sholly Kellman CMO
Witness

Sabar Yosif Maimony, COO
Witness [Signature]

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF ISRAEL

The foregoing instrument was acknowledged before me this 15 day of June, 20 by Yuval Kute of Happiness Studies Academy on behalf of the corporation/agency.

He/She is personally known to me or produced ID as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature – Notary Public

Printed Name of Notary
1129 HS
Notary's Commission No.

(SEAL)

Attachment A

Statement of Work (SOW):

The Scope of Work includes the following components:

1. Video Training (Total 7 Hours):
 - a. Introduction to Happier School (Total video training – 2 Hours)
 - b. The Happiness Journey (Total video training –3.5 Hours)
 - c. Teaching Happiness (Total video training –1.5 Hours)
2. Curriculums 1st – 12th Grade (See full list below)
3. Happier School Management Guide
4. Additional Guidance
5. Pricing

1. Video Training:

a. Introduction to Happier School (≈2 Hours):

Introducing a new field of studies (≈1 Hour):

The climb - 13:33 minutes

Definition – 16:04 minutes

12 principles – 17:16 minutes

Structure and substance – 16:34 minutes

The First Whole being Principle (≈1 Hour):

Whole being 15:48 minutes

Ultimate currency – 19:13 minutes

Happiness is good – 16:57 minutes

Aristotle – 14:20 minutes

b. The Happiness Journey (≈3.5 Hours)

Introduction – 17:50 minutes

The Path of Purpose - 16:11 minutes

The Path of Mindfulness – 20:58 minutes

The Path of Exercise – 16:44 minutes

The Path of Recovery – 16:34 minutes

The Path of Failure – 16:58 minutes

The Path of Journaling – 18:48 minutes

The Path of Real Relationships - 18:10 minutes

The Path of Giving – 17:30 minutes

The Path of Acceptance – 19:45 minutes

The Path of Gratitude – 16:30 minutes

Spire Overview – 18:25 minutes

c. Teaching Happiness (≈1.5 Hours)

Introduction – 15:43 minutes

Class Material – 16:41 minutes

Class Preparation – 13:28 minutes

Class Format – 12:48 minutes

Guided Exploration 1 – 13:44 minutes

Guided Exploration 2 – 16:12 minutes

2. Curriculum (The underlined are full lesson plans, the others are suggestions for school teachers community to create full lesson plans according to the guidance given in this SOW).

First Grade

W1: "The Jar of Happiness", story by Alisa Burrows.

W2: "Wangari's Tree of Peace", story by Jeanette Winter.

S1: "Salt in His Shoes: Michael Jordan in Pursuit of a Dream", story by Deloris Jordan.

S2: "I Am Peace: A Book of Mindfulness", story by Susan Verde.

P1: "Garden of Your Mind", video by Mr. Rogers.

P2: "The Rechargeables: Eat, Move, Sleep", story by Tom Rath.

I1: "Two Children Reading", painting by Theophile-Emmanuel Duverger.

I2: "Wild About Books", story by Judy Sierra.

R1: "Ubuntu", an African story.

R2: "Grandfather Gandhi", story by Bethany Hegedus and Arun Gandhi.

E1: "Have Your Filled A Bucket Today?", story by Carol McCloud.

E2: "The Glad Game", excerpt from the movie Pollyanna.

W1: "Helen's Big World", story by Doreen Rappoport.

W2: "Alice In Wonderland", movie by Walt Disney.

S1: "The Cracked Pot", story by Angela McAllister (from A Year Full of Stories).

S2: "Calm: Mindfulness for Kids", book by Wynne Kinder.

P1: "Happiness Doesn't Come from Headstands", story by Tamara Levitt.

P2: "Eating Healthy", book by Valerie Bodden.

I1: "Frederick", story by Leo Lionni.

I2: "The Book of Mistakes", story by Corinna Luyken.

R1: "The Grinch", movie by Yarrow Cheney and Scott Mosier.

R2: "Beautiful Faces Are They That Wear", poem by William Holmes McGuffey.

E1: "Thunder Cake", story by Patricia Polacco.

E2: "The Ugly Duckling", story by Hans Christian Andersen (from Classics to Read Aloud to Your Children).

W1: "Trolls", movie by Mike Mitchell and Walt Dohrn.

W2: "One Well: The Story of Water on Earth", story by Rochelle Strauss.

S1: "The Ants and the Grasshopper", fable by Aesop.

S2: "A Moment in Time", book by Jennifer Butenas.

P1: "Listening to My Body", book by Gabi Garcia.

P2: "Health is Wealth", story by Kids World Fun.

I1: "Moana", movie by Ron Clements and John Musker.

I2: "Noah Webster and His Words", story by Jeri Chase Ferris.

R1: "Mary's Lamb", poem by Sarah Josepha Hale.

R2: "Beautiful Hands", story by Lawton B. Evans from The Moral Compass by William J. Bennett.

E1: "Rhapsody", poem by William Stanley Braithwaite.

E2: "Spring", story by Arnold Lobel, from Frog and Toad are Friends.

Second Grade

W1: "The Golden Touch", story by Nathaniel Hawthorne from Wonder Book for Girls & Boys.

W2: "Colors of the Wind", song from the Movie Pocahontas.

S1: "Harold and the Purple Crayon", story by Crockett Johnson.

S2: "Irises", painting by Ogata Korin, and "Oriental Poppies", painting by Georgia O'Keeffe.

P1: "The Empty Barn", story by Angela McAllister from A Year Full of Stories.

P2: "Eat Your Rainbow", song by Kids Learning Tube.

I1: "The History of Thomas Edison", video by Anaheim Elementary.

I2: "Electrical Wizard: How Nikola Tesla Lit Up the World", story by Elizabeth Rusch.

R1: "Little Sunshine", story retold by Etta Austin Blaisdell and Mary Frances Blaisdell.

R2: "The Giving Tree", story by Shel Silverstein.

E1: "The Way I Feel", story by Janan Cain.

E2: "The Lesson of the Butterfly", story by Paulo Coelho.

W1: "The Goose That Laid the Golden Eggs", fable by Aesop.

W2: "Remember", poem by Joy Harjo.

S1: "The Starfish: One at a Time", story from Chicken Soup for the Soul by Jack Canfield et al.

S2: "Sing", movie by Garth Jennings.

P1: "The 'New' Eeyore", episode from the TV series The Adventures of Winnie the Pooh.

P2: "The Town Mouse and the Country Mouse", story by Aesop retold by Sara Cone Bryant.

I1: "Ruby's Wish", story by Shirin Yim Bridges.

I2: "I Can't Do That, Yet", story by Esther Pia Cordova.

R1: "Fesito Goes to Market", story from Nelson Mandela's Favorite African Folktales.

R2: "The Happy Prince", story by Oscar Wilde.

E1: "How Full Is Your Bucket, Kids Version", book by Tom Rath and Mary Reckmeyer.

E2: "The Prince's Happy Heart", story from The Moral Compass by William J. Bennett.

W1: "Pippi Longstocking", film by Olle Hellbom.

W2: "The Rebellion Against the Stomach", story from The Book of Virtues by William J. Bennett.

S1: "The Adventure of the Windmills", story from Don Quixote by Miguel De Cervantes from Classics to Read Aloud to Your Children.

S2: "The Dawn's Awake", poem by Otto Leland Bohanan.

P1: "Mulan", movie by Niki Caro.

P2: "The Busy Body Book", story by Lizzy Rockwell.

I1: "Emily's Art", book by Peter Catalanotto.

I2: "Becoming Bach", story by Tom Leonard.

R1: "The Hare in the Moon", story by Angela McAllister from A Year Full of Stories.

R2: "Old Mr. Rabbit's Thanksgiving Dinner", story by Carolyn Sherwin Bailey.

E1: "How the Little Kite Learned to Fly", poem by Katherine Pyle.

E2: "The Golden Windows", story by Laura E. Richards from The Moral Compass by William J. Bennett.

Third Grade

W1: "The Bare Necessities", song from the movie The Jungle Book.

W2: "Coco", movie by Lee Unkrich and Adrian Molina.

S1: "Unfold Your Wings", poem by Rumi

S2: "Why Do We Practice Mindfulness?" and "What is the Present Moment?", videos by Annaka Harris.

P1: "Be-Do-Have Principle", video by CashVille Kidz.

P2: "Dr. Seuss's Sleep Book", story by Dr. Seuss.

I1: "The Real Story Behind Archimedes' Eureka", video by Armand D'Angour and "Work", poem by Eliza Cook.

I2: "Woman Reading" and "En Revant Au Printemps", paintings by Asta Norregaard and Daniel Plante.

R1: "The Four Gates of Speech", advice from the Sufi tradition.

R2: "Count That Day Lost", poem by Mary Anne Evans.

E1: "Inside Out", movie by Pete Docter and Ronnie del Carmen.

E2: "Tree of Strength", poem by Pooky Knightsmith.

W1: "Elias", story by Leo Tolstoy.

W2: "Little Things", poem by Julia Fletcher Carney.

S1: "Spoonful of Sugar", song from movie Mary Poppins by Robert Stevenson.

S2: "Trees", poem by Joyce Kilmer.

P1: "Who Was Sacagawea", story by Judith Bloom Fradin and Dennis Brindell Fradin.

P2: "The Benefits of Good Posture", video by Murat Dalkilinc

I1: "10 Things You Never Knew You Could Learn From Art", article by Robert Locke.

I2: "Hana Hashimoto, Sixth Violin", story by Chiere Uegaki.

R1: "The Cap That Mother Made", story by Carolyn Sherwin Bailey from The Book of Virtue by William J. Bennett.

R2: "The Choice of Hercules", story by James Baldwin.

E1: "The Lesson", poem by Paul Laurence Dunbar.

E2: "Winnie the Pooh and a Day for Eeyore", film by Walt Disney Animation Studio.

W1: "The Magic Thread", story from The Book of Virtues by William J. Bennett.

W2: "Bambi", movie by The Walt Disney Company.

S1: "The Broken Pot", story from Indian Fairy Tales by Joseph Jacobs.

S2: "How Happy is the Little Stone", poem by Emily Dickinson.

P1: "Pele: Birth of a Legend", movie by Jeff Zimbalist and Michael Zimbalist.

P2: "Why Exercise is Wise", by KidsHealth, reviewed by Mary L. Gavin, and "Exercise and Mental Health", video by Demystifying Medicine.

I1: "Songs for the People", poem by Frances Ellen Watkins Harper.

I2: "The Girl Who Thought in Pictures: The Story of Dr. Temple Grandin", story by Julia Finley Mosca.

R1: "The Sin of Omission", poem by Margaret E. Sangster.

R2: "George Washington and the Cherry Tree", story by J. Berg Esenwein and Marietta Stockard.

E1: "It Could Always Be Worse", story by Jane Yolen from Favorite Folktales From Around the World.

E2: "The Stone in the Road", story from The Moral Compass by William J. Bennett.

Fourth Grade

W1: "As Rich as Croesus", story by James Baldwin.

W2: "Kindness Boomerang", video by Life Vest Inside.

S1: "Oh, The Places You'll Go", story by Dr. Seuss.

S2: "Lonely" and "Zazen on Ching-t'ing Mountain", poems by Li Po.
P1: "The Elephant Rope", short story by Robert Terson.
P2: "Why You Need to Exercise", article from Women's and Children's Health Network.
I1: "Allegory of the Cave", video and excerpt from Plato's Republic.
I2: "Hidden Figures", movie by Theodore Melfi.
R1: "The Mantis and the Moon", story from Nelson Mandela's Favorite African Folktales.
R2: "Developing Self-Reliance", video by Coronet Instructional Films.
E1: "Gratitude", poem by Mary Oliver.
E2: "The Paradise of Children", story by Nathaniel Hawthorne (from Wonder Book for Girls & Boys).

W1: "The Happy Man's Shirt", story by Jane Yolen from Favorite Folktales From Around the World.
W2: "The Butterfly Effect: This Video Will Change Your Life", video by Top5s.
S1: "Harriet Tubman: Conductor on the Underground Railroad", story by Ann Petry.
S2: "How to Meditate", article by Tara Brach.
P1: "My Fair Lady", movie by George Cukor.
P2: "Children's Games", painting by Pieter Bruegel, and "A Group of Children Playing under the Plum Blossoms in the Snow", woodblock print by Hashimoto Chikanobu.
I1: "Learning to Read", poem by Frances Ellen Watkins Harper.
I2: "Eugène Manet and His Daughter in the Garden", painting by Berthe Morisot.
R1: "The Raja and the Rice", story by Angela McAllister (from A Year Full of Stories).
R2: "A Christmas Carol", story by Charles Dickens (shortened version in "Classics to Read Aloud to Your Children).
E1: "Minstrel Man", poem by Langston Hughes.
E2: "Jonathan Livingston Seagull", story by Richard Bach.

W1: "The Story of Aladdin", story from Arabian Nights from Fairy Tales Every Child Should Know.
W2: "Eastern Philosophy: Lao Tzu", video by School of Life and "Eastern Philosophy: Wu Wei", video by School of Life.
S1: "Joan of Arc", story by Diane Stanley.
S2: "The Wizard of Oz", movie by Victor Fleming.
P1: "The Windmill", poem by Henry Wadsworth Longfellow.
P2: "Moderation in Eating", video by Tal Ben-Shahar.
I1: "What is Art For?", video by Alain De Botton.
I2: "Artist in his Studio", painting by Rembrandt, and "A Dilettante", painting by John William Godward.
R1: "The Perfect Game", movie by William Dear.
R2: "The Man, The Boy, and the Donkey", story by James Baldwin.
E1: "February", poem by Thomas Chatterton.
E2: "The Sculptor and the Sistine Chapel", story from The Moral Compass by William J. Bennett.

Fifth Grade

W1: "Wild Geese", poem by Mary Oliver.

W2: "The Lion King", movie by Rob Minkoff and Roger Allers.

S1: "The Angel of the Battlefield", story by Joanna Strong and Tom B. Leonard.

S2: "Walk Don't Run", poem by Rob Bell

P1: "The Thinker", sculpture by Auguste Rodin.

P2: "The Benefits of a Good Night's Sleep", video by Shai Marcu.

I1: "Up from Slavery", story by Booker T. Washington from The Book of Virtues by William J. Bennett.

I2: "A Beginner's Guide to Keeping a Journal", article by Kristin Wong.

R1: "What Makes a Good Life", lecture by Robert Waldinger.

R2: "Princeton University's 2010 Baccalaureate Address", lecture by Jeff Bezos.

E1: "Wonder", movie by Stephen Chbosky.

E2: "A Bag of Tools", poem by R. L. Sharpe.

W1: "The Miracle Worker", movie by Arthur Penn.

W2: "Sliding Doors", movie by Peter Howitt.

S1: "I Have A Dream", speech by Martin Luther King, Jr.

S2: "Breath of Life", poem by Danna Faulds.

P1: "The Four Minute Mile", movie by Jim Goddard.

P2: "How the Food You Eat Affects Your Brain", video by Mia Nacamulli.

I1: "Who Was Thomas Jefferson?", story by Dennis Brindell Fradin.

I2: "Carrying Our Words", poem by Ofelia Zepeda.

R1: "The Miraculous Pitcher", story by Nathaniel Hawthorne from Wonder Book for Girls & Boys.

R2: "Want to Help Someone? Shut Up and Listen", lecture by Ernesto Sirolli.

E1: "Genesis 37", story of Joseph and his Brothers in the Bible.

E2: "The Little Prince", story by Antoine de Saint-Exupery.

W1: "Click", movie by Frank Coraci.

W2: "Conversation with Myself", video by Alan Watts.

S1: "The Builders", poem by Henry Wadsworth Longfellow.

S2: "Woman Walking in Exotic Forest", painting by Henry Rousseau, and "The Lacemaker", painting by Johannes Vermeer.

P1: "The Thinker", poem by Berton Braley.

P2: "Play is Important", lecture by Brody Gray.

I1: "The Man Who Moved the Earth" and "Galileo and the Leaning Tower", stories from The Moral Compass by William J. Bennett.

I2: "Freedom Writers", movie by Richard LaGravenese.

R1: "Honey, I Love", poem by Eloise Greenfield.

R2: "Beauty and the Beast", story by Madame Gabrielle de Villeneuve from Fairy Tales Every Child Should Know.

E1: "Eastern Philosophy: Kintsugi", video by School of Life, and "Kintsugi: Why You Should Embrace Your Imperfection the Japanese Way", article by Boudicca Fox-Leonard.

E2: "Why Stoicism Matters", video by School of Life.

Sixth Grade

W1: "You Can't Take It with You", movie by Frank Capra.

W2: "Small Beginnings", poem by Charles Mackay.

S1: "The Road Not Taken", poem by Robert Frost.

S2: "Walk with Me", documentary film by Marc J. Francis and Max Pugh.

P1: "Positive Thinking", episode from Brain Games by Michael Nigro.

P2: "Are We Born to Run?", lecture by Christopher McDougall.

I1: "Analects of Confucius", Book 3, Chapter XV.

I2: "Anne Frank: The Diary of a Young Girl", book by Anne Frank.

R1: "As Good as Anybody: Martin Luther King, Jr., and Abraham Joshua Heschel's Amazing March toward Freedom", story by Richard Michelson.

R2: "Obedience to Authority", article by Tal Ben-Shahar.

E1: "The Guest House", poem by Rumi.

E2: "The Philosophy of Stoicism", video by Massimo Pigliucci, and "The Old Stoic", poem by Emily Bronte.

W1: "The Seedling", poem by Paul Laurence Dunbar.

W2: "Christmas Sermon on Peace", speech by Martin Luther King, Jr.

S1: "The Experience Machine", from the book The Examined Life by Robert Nozick.

S2: "Peaceful Warrior", movie by Victor Salva.

P1: "It Couldn't Be Done", poem by Edgar Albert Guest.

P2: "The Race from Marathon", story from The Moral Compass by William J. Bennet.

I1: "The Story of Louis Pasteur", movie by William Dieterle.

I2: "Archimedes Thoughtful", painting by Domenico Fetti, and "Archimedes", sculpture by Thompson Dagnall.

R1: "No Man is an Island", poem by John Donne.

R2: "Rules of Improvisation", video by Christopher Farlow, and "Improv Will Change the World", lecture by Jennifer Hunter.

E1: "Here Comes Autumn", poem by Xuân Diệu.

E2: "Pollyanna", movie by David Swift.

W1: "Epicurus on Happiness", episode from Alain De Botton's Philosophy: A Guide to Happiness.

W2: "The Myth of Prometheus", video by Iseult Gillespie, and "Prometheus", poem by Lord Byron.

S1: "Tucker", movie by Francis Ford Coppola.

S2: "Walk Slowly", poem by Danna Faulds.

P1: "Pygmalion and the Statue", poem from Ovid's Metamorphosis book X (translated by John Dryden).
P2: "Depression: Foods That Boost Mood and Energy", article by Blurt Team.
I1: "There is no frigate like a book", poem by Emily Dickinson.
I2: "Interpretations of Music: Lessons for Life", lecture by Benjamin Zander.
R1: "The Ransom of Red Chief", story by O. Henry.
R2: "Being a Good Listener", video by The School of Life and "Empathic Listening", video by Carl Rogers.
E1: "The Myth of Arachne", video by Iseult Gillespie, and "Arachne and Athena", story by Stephen Hicks.
E2: "Two Points of View", poem by Lucian B. Watkins.

Seventh Grade

W1: "How Much Land Does a Man Need?", story by Leo Tolstoy.
W2: "It's A Wonderful Life", movie by Frank Capra.
S1: "Fable", poem by Ralph Waldo Emerson.
S2: "Song of Myself" (parts 1-6), poem by Walt Whitman.
P1: "The Story of Yoga", film by the Discovery Channel.
P2: "Sleep is Your Superpower", lecture by Matt Walker.
I1: "Fail Better", essay by Zadie Smith.
I2: "The King and His Hawk", story by James Baldwin.
R1: "Last Message to the American People", speech by President Franklin D. Roosevelt.
R2: "The Awakening", story by Kate Chopin.
E1: "Blow, Blow, Thou Winter Wind", poem by William Shakespeare.
E2: "Cognitive Therapy", article by Tal Ben-Shahar.

W1: "A Pair of Silk Stockings", story by Kate Chopin.
W2: "Keeping Quiet", poem by Pablo Neruda.
S1: "The Truman Show", movie by Peter Weir.
S2: "My Heart Leaps Up" and "The World Is Too Much with Us", poems by William Wordsworth.
P1: "The Biology of Belief", video interview with Dr. Herbert Benson.
P2: "Take Charge of Your Health: A Guide for Teenagers", article by The National Institute of Diabetes and Digestive and Kidney Diseases.
I1: "Letters to a Young Scientist", book by E. O. Wilson (Chapters 1, 5, 6, 10).
I2: "Leonardo Da Vinci: Behind A Genius", documentary by BBC.
R1: "Love—A New Lens on the Science of Thriving", lecture by Barbara Fredrickson.
R2: "The Greatest Showman", movie by Michael Gracey.
E1: "The Laughter", story by Heinrich Boll.
E2: "Stoicism 101", lecture by Massimo Pigliucci.

W1: "Passion and Soulfulness", article by Nathaniel Branden.

W2: "An Introduction to Systems Thinking", article by Karl North.
S1: "Paul Revere's Ride", poem by Henry Wadsworth Longfellow.
S2: "Bhagavad Gita", by Krishna Dvaipayana (chapter 6).
P1: "Stopping by Woods on a Snowy Evening", poem by Robert Frost.
P2: "Billy Eliot", movie by Stephen Daldry.
I1: "The Astronomer", painting by Johannes Vermeer.
I2: "Walden", book by Henry David Thoreau (Chapters on Reading, Sounds, Solitude).
R1: "If Not Higher", story by I. L. Peretz.
R2: "Intimacy Begins Within", article by Suzanne Degges-White.
E1: "Alfred & Shadow: A Short Story About Emotions", video by the Institute for Psychological Counseling of Norway.
E2: "Threat vs. Challenge in Sports", article by Jim Taylor.

Eighth Grade

W1: "First Sorrow", story by Franz Kafka.
W2: "The Good Samaritan Study", article by Tal Ben-Shahar.
S1: "The Fringe Benefits of Failure, and the Importance of Imagination", speech by J.K. Rowling.
S2: "The Art of Meditation", lecture by Matthieu Ricard.
P1: "All the Rage", documentary film by Michael Galinsky, David Beilinson, and Suki Hawley.
P2: "Food is Good", book chapter by Anthony Bourdain.
I1: "How Human Nature Dotes", poem by Emily Dickinson.
I2: "Writing About Emotional Experiences as a Therapeutic Process," article by Jamie Pennebaker.
R1: "Harry Potter and the Philosopher's Stone", movie by Chris Columbus.
R2: "If", poem by Rudyard Kipling.
E1: "The Permission to be Human", excerpt from lecture by Tal Ben-Shahar.
E2: "Attitude", commencement speech by Margaret Atwood.

W1: "The Surprising Science of Happiness", lecture by Daniel Gilbert.
W2: "Avatar", movie by James Cameron.
S1: "Invictus", poem by William Ernest Henley.
S2: "Miracles", poem by Walt Whitman.
P1: "Physical Activity and Health", article by The Center for Disease Control and Prevention.
P2: "Wall-E", movie by Andrew Stanton.
I1: "Nobody's Story", story by Charles Dickens.
I2: "School of Athens", painting by Raphael.
R1: "Let Me Not to the Marriage of True Minds", poem by William Shakespeare.
R2: "Why Self-Compassion Trumps Self-Esteem", article by Kristin Neff.
E1: "Why Gratitude is Good", article by Robert Emmons.
E2: "On Fear", essay by Mary Ruefle.

W1: "Joy and the Law", story by Giuseppe Di Lampedusa.
W2: "Systems Thinking for a Better World", lecture by Peter Senge.
S1: "How to Do What You Love", essay by Paul Graham.
S2: "Seven Years in Tibet", movie by Jean-Jacques Annaud.
P1: "Self Efficacy and Why Believing in Yourself Matters", article by Kendra Cherry.
P2: "Blue Zones: What the Longest-Lived People Eat", article by Patrick Mustain.
I1: "The Adventure of the Speckled Band", story by Sir Arthur Conan Doyle.
I2: "Three Laughters at Tiger Ravine", painting by Kano Toshn Yoshinobu, and "Man's Nature is Good", essay by Mencius in The Book of Virtues by William J. Bennett.
R1: "Dance at Le Moulin de la Galette", painting by Edward Renoir.
R2: "Ode on Solitude", poem by Alexander Pope.
E1: "Pay it Forward", movie by Mimi Leder.
E2: "Learned Helplessness: Seligman's Theory of Depression (+ Cure)", article by Courtney Ackerman.

Ninth Grade

W1: "The Fisherman and His Wife", story by the Brothers Grimm.
W2: "A Malefactor", story by Anton Chekhov.
S1: "Ithaca", poem by C.P Cavafy.
S2: "How to Meditate", article by Tal Ben-Shahar.
P1: "The Four Minute Mile", article by Tal Ben-Shahar.
P2: "The C Word", documentary by Meghan L. O'Hara.
I1: "On Libraries", essay by Oliver Sacks.
I2: "Expressive Writing is a Super Easy Way to Become Way Happier", article by F. Drake Baer.
R1: "The Mother Who Turned to Dust", story from Nelson Mandela's Favorite African Folktales.
R2: "Love's Philosophy", poem by Percy Bysshe Shelley.
E1: "Odysseus", by Homer (Book 9).
E2: "All For the Best", poem by Edgar Albert Guest.

W1: "Groundhog Day", movie by Harold Ramis.
W2: "The Luck of Roaring Camp", story by Bret Harte.
S1: "Henry V", movie by Kenneth Branagh.
S2: "A Mindful Choice", documentary film by Tony Simpson.
P1: "Mind Over Medicine", lecture by Dr. Lissa Rankin.
P2: "Teach Every Child About Food", lecture by Jamie Oliver.
I1: "On Imagination", poem by Phillis Wheatley.
I2: "Some Notes on Attunement", essay by Zadie Smith.
R1: "How Do I Love Thee?", poem by Elizabeth Barrett Browning.
R2: "On Self Respect", essay by Joan Didion.
E1: "On Joy and Sorrow", poem by Khalil Gibran from The Prophet.
E2: "Both Sides Now", song by Joni Mitchell.

- W1: "The Diamond as Big as the Ritz", story by F. Scott Fitzgerald.
- W2: "In Praise of Slowness", lecture by Carl Honore.
- S1: "The Three Hermits", story by Leo Tolstoy.
- S2: "Daffodils", poem by William Wordsworth.
- P1: "Leap of Faith", movie by Richard Pearce.
- P2: "Man Runs First Marathon to Bring News of Greek Victory over Persia", painting by Tom Lovell, and "Running for Joy", painting by Corinne Hartley.
- I1: "What Is Appreciative Inquiry", video by Jackie Kelm.
- I2: "Are You Multitasking Your Life Away?", article by Cliff Nass.
- R1: "I Envy Not in Any Moods", poem by Lord Alfred Tennyson.
- R2: "The Fountainhead", movie by King Vidor.
- E1: "Hope is the Thing Without Feathers", poem by Emily Dickinson.
- E2: "Substituting Rational Thinking for Irrational Thoughts", lecture by Albert Ellis.

Tenth Grade

- W1: "Happiness", lecture by Mortimer J. Adler.
- W2: "Blindmen of Indostan", poem by John Godfrey Saxe.
- S1: "Harlem", poem by Langston Hughes.
- S2: "Total Eclipse", essay by Annie Dillard.
- P1: "Landscape with the Fall of Icarus", painting by Pieter Bruegel and "The Myth of Icarus and Daedalus", video by Amy Adkins.
- P2: "The Blue Zones", lecture by Dan Buettner.
- I1: "Curiosity and Interest", excerpt from lecture by Thomas Carlyle.
- I2: "I Think Continually of Those Who Were Truly Great", poem by Stephen Spender.
- R1: "Old Fashioned Farmers", story by Nikolai Gogol.
- R2: "Selflessness", article by Tal Ben-Shahar.
- E1: "Three Days to See", essay by Helen Keller.
- E2: "As Good as it Gets", movie by James Brooks.

- W1: "Compensation", poem by James Edwin Campbell.
- W2: "Walden", book by Henry David Thoreau (Chapter on Economy).
- S1: "The Myth of Sisyphus", essay by Albert Camus.
- S2: "Death of the Moth", essay by Virginia Wolf.
- P1: "Musee des Beaux Arts", poem by W. H. Auden.
- P2: "In Praise of Idleness", essay by Bertrand Russel.
- I1: "Sullivan's Travels", movie by Preston Sturges.
- I2: "Does Truth Matter—Science, Pseudoscience and Civilization", essay by Carl Sagan.
- R1: "Eveline", story by James Joyce.
- R2: "On Love", "On Giving" and "On Friendship", poems by Khalil Gibran from The Prophet.

E1: "The Role of Positive Emotions in Positive Psychology: The Broaden-and-Build Theory of Positive Emotions", article by Barbara Fredrickson.

E2: "Threat vs. Challenge in Sports", article by Jim Taylor.

W1: "If We Are So Rich, Why Aren't We Happy?", article by Mihaly Csikszentmihalyi.

W2: "A Hidden Wholeness", book by Parker Palmer (Chapter 2).

S1: "The Journey", poem by Mary Oliver.

S2: "Awakening to Your Joy", lecture by Thich Nhat Hanh.

P1: "Counter Clockwise", lecture by Ellen Langer.

P2: "Optimizing Your Brain through Exercise", lecture by John Ratey.

I1: "Shut Not Your Doors to me Proud Libraries", poem by Walt Whitman.

I2: "On Keeping a Notebook", essay by Joan Didion.

R1: "Friendship", essay by Ralph Waldo Emerson.

R2: "Our Urgent Need for Self-Esteem", article by Nathaniel Branden.

E1: "Embracing Your Demons: An Overview of Acceptance and Commitment Therapy", article by Russ Harris.

E2: "We Grow Accustomed to the Dark", poem by Emily Dickinson.

Eleventh Grade

W1: "Why Happiness Studies?", article by Tal Ben-Shahar.

W2: "Silent Spring" by Rachel Carson (introduction).

S1: "Gooseberries", story by Anton Chekhov.

S2: "The Dissatisfied Mind", excerpt from Emotional Alchemy by Tara Brach.

P1: "The As If Principle", article by Robert Wiseman.

P2: "What Makes Us Stronger", article in *The Economist*.

I1: "The Curiosity Advantage", lecture by Todd Kashdan.

I2: "Politics and the English Language", essay by George Orwell.

R1: "Ubuntu Philosophy", video and article in Wikipedia.

R2: "Gone with the Wind", movie by Victor Fleming.

E1: "Ode on Melancholy", poem by John Keats.

E2: "CBT Simply Explained", videos by Pinnacle of Man.

W1: "A Dark Side of Happiness? How, When, and Why Happiness Is Not Always Good", article by June Gruber, Iris Mauss, and Maya Tamir.

W2: "Aleph", story by Jorge Luis Borges.

S1: "The Sacrificial Egg", story by Chinua Achebe.

S2: "The Four Noble Truth Sutra", article by Bhikkhu Bodhi and "Eastern Philosophy: Buddha", video by The School of Life.

P1: "The Mind-Body Problem: The Hermeneutics of African Philosophy", article by Celestine Chukwuemeka Mbagebu.

P2: "The Role of Stress Mindset in Shaping Cognitive, Emotional, and Physiological Responses to Challenging and Threatening Stress", article by Alia Crum et al.

I1: "Song of the Open Road", poem by Walt Whitman.

I2: "The Unknown Masterpiece", story by Honore de Balzac.

R1: "Morals and History", chapter from book Lessons of History by Will and Ariel Durant.

R2: "I and Thou", essay by Martin Buber.

E1: "The Power of Vulnerability", lecture by Brené Brown.

E2: "The Open Window", story by Saki.

W1: "On Happiness", book by Emilie du Chatelet.

W2: "Systems Thinking: A Means to Understanding Our Complex World", article by Linda Booth Sweeney

S1: "Man's Search for Meaning", book by Viktor Frankl (Part 1).

S2: "Nine Steps to Achieving Flow (and Happiness) in Your Work", article by Leo Babauta.

P1: "The Death of Ivan Ilych", story by Leo Tolstoy.

P2: "Ninotchka", movie by Ernst Lubitsch.

I1: "Stanford Commencement Address", lecture by Steve Jobs.

I2: "Life of Alexander", essay by Plutarch.

R1: "Eveline", story by James Joyce.

R2: "Still I Rise", poem by Maya Angelou.

E1: "Sense and Sensibility", movie by Ang Lee.

E2: "The Horla", story by Guy de Maupassant.

Twelfth Grade

W1: "Optimism", book by Helen Keller (Part 1).

W2: "Happiness as Wholebeing", book chapter by Tal Ben-Shahar.

S1: "Painting the Fence", excerpt from Mark Twain's Adventures of Tom Sawyer.

S2: "Nature", by Ralph Waldo Emerson (chapter 1).

P1: "Harnessing the Power of the Placebo Effect and Renaming it 'Remembered Wellness'", article by Herbert Benson.

P2: "Scenes of Old Vietnam", painting by Thang Tran Phenh.

I1: "The Joy of Life", poem by Berton Braley.

I2: "The Costs and Benefits of Writing, Talking, and Thinking About Life's Triumphs and Defeats," article by Sonja Lyubomirsky et al.

R1: "Love Poems: How love enriched Myanmar literature forever", lecture by Nay Oke.

R2: "The Gift of the Magi", story by O Henry.

E1: "This, Too, Shall Pass Away", poem by Ella Wheeler Wilcox.

E2: "Life is Beautiful", movie by Roberto Benigni.

W1: "Five Ancient Secrets to Modern Happiness", lecture by Tamar Gendler.

W2: "Wind and Water and Stoner", poem by Octavio Paz.

S1: "Finding Meaning in Difficult Times", lecture by Viktor Frankl.
S2: "Bright Star, Would I Were Steadfast as Thou Art", poem by John Keats.
P1: "The Brain—Creativity, Imagination, and Innovation", lecture by Antonio Damasio.
P2: "The Making of a Corporate Athlete", article by Jim Loehr and Tony Schwartz.
I1: "Letters to a Young Poet", book by Rainer Maria Rilke (letter #4).
I2: "Philosophy Who Needs It", essay by Ayn Rand.
R1: "Bed of Roses", movie by Michael Goldenberg.
R2: "Self Reliance", essay by Ralph Waldo Emerson.
E1: "Tao Te Ching", book by Lao Tzu (excerpts).
E2: "Meditations", book by Marcus Aurelius (excerpts).

W1: "Nicomachean Ethics", book by Aristotle (Book 1).
W2: "The Religion of the Forest", essay by Rabindranath Tagore.
S1: "Managing Yourself: Turn the Job You Have into the Job You Want", article by Amy Wrzesniewski et al.
S2: "Neuroscience Has a Lot to Learn from Buddhism", article by Matthieu Ricard and Wolf Singer.
P1: "Mindset Matters: Exercise and the Placebo Effect," article by Alia Crum and Ellen Langer.
P2: "How to Make Stress Your Friend", lecture by Kelly McGonigal.
I1: "The Sphinx Without a Secret", story by Oscar Wilde.
I2: "Idiocracy", movie by Mike Judge.
R1: "On Love", story by Anton Chekhov.
R2: "In the Company of Givers and Takers", article by Adam Grant.
E1: "The Origin and Development of Psychoanalysis", book by Sigmund Freud (second lecture).
E2: "Arts of Therapy", lecture by Alain De Botton.

3. Happier School Management Guide

Transforming Education Through Evidence-Based Interventions:

Introduction - Bridging the Theory-Practice Gap

The Ten Spire Principles:

Chapter 1 – Spiritual 1 (S1) – A purposeful life is a spiritual life.

Chapter 2 – Spiritual 2 (S2) – The ordinary is elevated to the extraordinary through mindful presence.

Chapter 3 – Physical 1 (P1) – Mind and body are connected.

Chapter 4 – Physical 2 (P2) – A healthy life requires adherence to our given nature.

Chapter 5 – Intellectual 1 (I1) – Curiosity and openness help us make the most of what life has to offer.

Chapter 6 – Intellectual 2 (I2) – Engaging in deep learning fulfills our potential as rational animals.

Chapter 7 – Relational 1 (R1) – Relationships are crucial for a full and fulfilling life.

Chapter 8 – Relational 2 (R2) – The foundation of healthy relationships with others is a healthy relationship with oneself.

Chapter 9 – Emotional 1 (E1) – All emotions are legitimate, acceptable, part of being human.

Chapter 10 – Emotional 2 (E2) – Emotions are the outcome of our thoughts and deeds and inform our thoughts and deeds.

4. Additional Guidance

- Single free access per school each year to the online year-long Certificate in Happiness Studies (sold separately for \$3900)
- Email support by HSA team
- Access to online professional forum
- Before August 31 of each year – one hour online technical and pedagogical training with Dr. Tal Ben-Shahar and the HSA staff.

5. Pricing:

The cost for each participating school site license is an annual fee of 5,000 USD with a minimum of 3 years participation. The total cost for three schools is \$45,000.

SBBC will implement Happiness Studies courses in three (3) SBBC schools beginning with the 2020-2021 school year.

HSA will invoice SBBC \$45,000 (Forty-Five Thousand Dollars and 00/100 Cents) for three (3) participating schools per the following schedule:

\$15,000 – August 1, 2020

\$15,000 – August 1, 2021

\$15,000 – August 1, 2022

Participating Schools:

SBBC will provide HSA a list of the three (3) participating schools no later than August 1, 2020.