

INVOICE 18-007

Agua Fria Union High School District No. 216
1481 N Eliseo Felix Jr. Way Suite 110
Avondale, AZ. 85323

DATE: 6/26/2018

TO: JUUL LABS, INC

Bruce Harter


ATTN: ACCOUNTS RECEIVABLES

JUUL PILOT PROGRAM

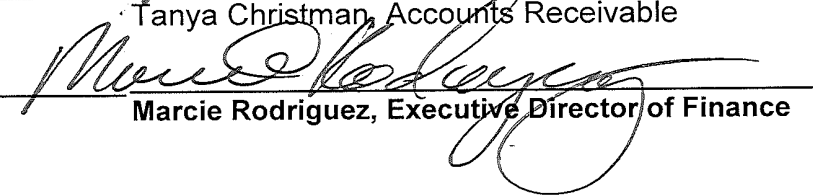
TOTAL : \$10,000.00
75% DUE 6/26/2018 AND 25% AT COMPLETION ON PROGRAM

REMIT TO:

Agua Fria Union High School District
1481 N Eliseo Felix Jr. Way Suite 110
Avondale, AZ 85323



Tanya Christman, Accounts Receivable



Marcie Rodriguez, Executive Director of Finance

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT No. 216
AND
JUUL LABS, INC.**

I. Parties and JUUL Program

The purpose of this Memorandum of Understanding (MOU) is to establish an understanding between JUUL Labs, Inc. ("JUUL") and the Agua Fria Union High School District No. 216, a political subdivision of the State of Arizona ("AFUHSD") and that JUUL is willing to provide grant funds to AFUHSD for the purpose of supporting the implementation of a pilot program to educate, prevent, and/or discourage students from using e-cigarettes (the "JUUL Program").

The JUUL Program is designed to provide students with information about the harmful effects of e-cigarettes; engage students in learning about how to resist peer pressure; and allow students an introduction to mindfulness as a way to deal with stress, improve focus and reduce emotional reactivity in their lives.

II. Description of Services

JUUL agrees to provide a grant of \$10,000 per school to the AFUHSD to implement the JUUL Program at one or all of its high schools, as determined by AFUHSD, in one of three ways:

1. Saturday School Program

- a. Provide 8 to 10 sessions of a Saturday School program in lieu of traditional discipline targeted toward students who have broken school rules about 1) possessing e-cigarettes on school grounds or at a school function off school grounds; 2) using e-cigarettes on school grounds or at a school function; or 3) for other violations of school rules such as truancy, skipping classes or any other violation in which a school administrator determines that it would be in the student's best interest to participate in the JUUL Program.
- b. The Saturday School program will be at least 3 hours in length and the Designated AFUHSD Instructor (defined below) will substantially utilize the JUUL sponsored curriculum, administer the evaluations for each session of the program as well as the end of course assessment and submit the originals or copies of the student-completed evaluations & assessments to the JUUL designated third party consultants ("JUUL Consultants") that are assisting with the JUUL Program rollout.
- c. On the Saturdays that the school provides the JUUL Program, the school will also offer a training on e-cigarettes for the parents of the students who are in the JUUL Program as well as inviting all other interested parents to join the

sessions. These sessions will be at least 90 minutes in length and will substantially use the JUUL sponsored parent curriculum.

- d. The pilot school(s) will select the staff who will be delivering the instruction for students and facilitation for parents ("Designated AFUHSD Instructor"). JUUL Consultants will provide the curriculum materials and training for the Designated AFUHSD Instructor(s) who work with students and parents but will not provide direct services in the Saturday School pilot program.
- e. The funding from JUUL is provided to compensate the Designated AFUHSD Instructor, the parent program coordinator or facilitator, the supervising administrator, and for the custodian at rates consistent with AFUHSD practices. The funds also are intended to provide snacks for students and parents during the sessions as well as for copying expenses for the materials.
- f. The program may be available for Maricopa County Teen Court participation.
- g. AFUHSD allow the JUUL Consultants to observe program sessions without participating in them.
- h. AFUHSD will provide the JUUL Consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
- i. AFUHSD, through its Designated AFUHSD Instructor will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms after each Saturday when the program is provided.

2. In School Program

- a. Schools will use the JUUL sponsored curriculum in the regular classroom setting in classes or during advisor periods as determined by the AFUHSD .
- b. Depending on the schedule of the school, the program may be delivered in 2-5 sessions. The school will administer and collect evaluations and course assessment documents, the same as in the Saturday School pilot. Originals or copies of the evaluations and assessments will be submitted to the JUUL Consultants as soon as practicable after a course is completed.
- c. AFUHSD may use the funding to engage consultants to deliver parts of the curriculum that school staff may not be able to deliver, such as the mindfulness session. The funding may be used for stipends for staff directly responsible for delivering and/or supervising the program and for materials and supplies for the program.
- d. AFUHSD will allow JUUL Consultants to observe program sessions without participating in them.
- e. AFUHSD will provide the JUUL Consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
- f. AFUHSD, through its Designated AFUHSD Instructor will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms as soon as practicable after a program is completed.

3. Summer School Program
 - a. AFUHSD will use the JUUL sponsored curriculum in the regular summer classroom setting in classes as determined by the AFUHSD .
 - b. Depending on the schedule of the school, the program may be delivered in 2-5 sessions. The Designated AFUHSD Instructor will administer and collect evaluations and course assessment documents, the same as in the Saturday School pilot. Originals or copies of the evaluations and assessments will be submitted to the JUUL Consultants as soon as practicable after a course or program is completed.
 - c. AFUHSD may use the funding to engage consultants to deliver parts of the curriculum that school staff may not be able to deliver, such as the mindfulness session. The funding may be used for stipends for staff directly responsible for delivering and/or supervising the program and for materials and supplies for the program.
 - d. AFUHSD will allow JUUL Consultants to observe program sessions without participating in them.
 - e. AFUHSD will provide the JUUL consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
 - f. AFUHSD, through its Designated AFUHSD Instructor will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms as soon as practicable after a program is completed.

- III. JUUL Lab, Inc, will provide 75% of the funding upon approval of this MOU and the remaining 25% upon receipt of the final report from the principal which will include a summary of the trainings provided with dates, number of students and parents served and the staff evaluation forms for the teacher(s) involved, the parent trainer(s), and the supervising site administrator. The final report will also include a summary of all expenses for the grant awarded. JUUL Consultants will have the option of requesting back up for the expenses of the grant, at their discretion.

- IV. Confidentiality
While none of the evaluations or assessments from the pilot program are designed to include student names or other personally identifiable information, the JUUL Consultants will maintain strict confidentiality about any and all personally identifiable information that may be observed by the consultants or inadvertently shared with the consultants. To the extent applicable, JUUL and JUUL Consultants shall keep all student records confidential in accordance with the Family Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder; and applicable AFUHSD policies regarding the disclosure of personally identifiable information from students' education records.

Additionally, any information about JUUL, to the extent permitted by law, AFUHSD will regard and preserve such information as confidential, and will not divulge to unauthorized persons or use, or authorize or encourage persons who are under AFUHSD's direction or supervision to use, for any unauthorized purposes, whether during or after the term of this MOU, any information, matter, material or thing of a secret, confidential, or private nature connected with the business of JUUL or any of its suppliers, customers or their affiliates.

V. Duration

All sessions in the program must be completed no later than November 30, 2018.

VI. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. Funding must be returned if the program is not executed and after notice of termination AFUHSD may submit an invoice for costs incurred up to the date of termination. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VII. Hold Harmless/Indemnity

Each party to this MOU, to the extent permitted by law, agrees to hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party, except in the case of willful misconduct or negligence.

VIII. Miscellaneous

1. JUUL and JUUL Consultants are not employed by AFUHSD, nor are they representing AFUHSD as a part of this grant. AFUHSD is solely responsible for the operation of the program and will operate it in full adherence to all laws, policies and rules applicable to student programs in AFUHSD. Compensation and related requirements (including tax, benefit, and accrued vacation) provided to employees or consultants are the sole responsibility of AFUHSD. JUUL and JUUL Consultants do not select, employ or compensate any person or company as a part of this grant.

2. Neither party may use the logo or name of the other party without written consent, however, AFUHSD hereby authorizes JUUL to use the general nature of this MOU and the obligations of AFUHSD in public disclosures.

3. This MOU shall be governed and interpreted under the laws of the State of Arizona. Any action or proceeding arising out of this MOU, at law or in equity whether to enforce or interpret the provisions of this MOU shall be brought in Maricopa County, Arizona. This

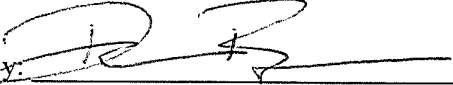
MOU constitutes the full and complete understanding of the parties, superseding all previous agreements on the subject matter hereof, including, without limitation, any previous consulting engagement agreements or purchase orders. The language of this MOU will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

4. To the extent JUUL representatives, employees or JUUL Consultants shall be present on AFUHSD property in connection with this MOU, JUUL shall secure valid fingerprint clearance card for each person in accordance with A.R.S. § 15-512. An exception to this requirement may be made as authorized in accordance with AFUHSD Policy.

5. This MOU is subject to A.R.S. § 38-511.

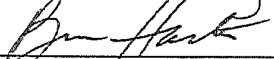
6. This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

IN WITNESS THEREOF, the parties to this MOU have duly executed it on the day, month and year set forth below.

By:  Dated: 03/21/2018 (MM/DD/YYYY)

Dennis Runyan, Superintendent

Dennis Runyan (Print Name)

By:  Dated: 4/11/2018 (MM/DD/YYYY)

JUUL Consultant

Bruce Harter (Print Name)

JUUL Labs, Inc