



## Partnership Agreement 2021-2022

To Whom It May Concern:

This is an agreement between **Eye to Eye** and Davis Joint Unified School District for mentoring services. Please review the details and the terms of agreement below and return the signed contract to David Badillo at dbadillo@eyetoeyenational.org

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### **Contact Information**

Contact: Ellen Shields  
Contact Email: eshields@djUSD.net  
Phone:

Billing Contact (if different): Teresa Nunes  
Billing Contact Email: tnunes@djUSD.net  
Phone:  
If applicable, purchase order #:

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### **Program Site Address:**

1220 Drexel Dr,  
Davis, CA 95616

### **Billing Address:**

Davis Joint Unified School Dist  
526 B Street  
Davis, CA 95616

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### **Payment Information**

- |                     |           |
|---------------------|-----------|
| • Service Fee       | \$ 2750   |
| • Subsidized Amount | -\$ 2,250 |
| •                   |           |

**Total:** \$ 500

Payment Schedule: Full Amount - One Payment

First Invoice Date: December 1, 2021

If applicable, please describe any custom billing request: N/A



## Partnership Agreement 2021-2022

### Terms of Agreement

**COVID 19 & Cancellations:** Due to the uncertainty of COVID19, Partner has the right to void this agreement if due to this threat, the decision is made to cancel our program before our anticipated start of first semester and/or whenever Partner is scheduled to re-open for the new school year. Any payments made before the start date can be refunded within 60 days of receipt of written notification from Partner. If the decision is made to cancel Eye to Eye after the start-date due to COVID 19, Eye to Eye can pro-rate the school fee within this agreement according to services already delivered and provide a partial refund within 60 days of receipt of written notification from Partner. Partner will also have the option to roll-over the refundable payments into the 2022-2023 program year agreement. Any cancellations not related to COVID 19 must occur at least two (2) months prior to the agreed upon start date. Cancellations not related to COVID 19 received after the start date are non-refundable. "No shows" are non-refundable.

**Payment:** Payment is due within 60 days of receipt of each invoice. Eye to Eye is a tax-exempt nonprofit organization as described in Section 501 (c)(3) of the Internal Revenue Code. Tax ID #51-0570498.

**Transportation:** Chapter Leaders and Mentors will be responsible for arranging their own transportation to the Mentee School to participate in Eye to Eye.

**Match:** Partner will be matched with University of California, Davis. If a match is not provided at the time of signing this agreement, Eye to Eye will have until October 1st, 2021 to find a match. If no match is found, Partner will have the opportunity to void this agreement.

**Mutual Indemnity:** By signing this agreement, **Eye to Eye agrees to indemnify and hold harmless Partner**, its directors, officers, employees, agents, affiliates, successors and assigns (collectively "**Partner**") for any and all claims for death, bodily injury and damage to tangible property caused by the sole negligence or wrongful act of Eye to Eye staff, agents or representatives, arising from the services provided. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines and settlements.


By signing this agreement, Partner agrees to indemnify and hold harmless Eye to Eye, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Eye to Eye") from any and all liability arising from the services provided. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines, settlements and all other amounts that Eye to Eye becomes legally obligated to pay because of any claim or claims made against Eye to Eye arising from the services provided.

### Environmental Requirements

In efforts to protect students in Eye to Eye's program, we ask all schools to commit to the following guidelines to ensure a safe physical environment for program participants:

- Assigned rooms are easily observable and interruptible by faculty and staff
- Open doors or doors with a fitted window that allows for observation of the environment
- Storage/electrical closet are locked and secured at all times during programming
- Windows free from clutter in accordance with state and local fire codes
- All adults and school visitors present are signed in with proper identification

We request all schools to complete an environmental scan of selected environments prior to signing.

Signed:   
Name/Title: Amari Watkins, Associate Superintendent of Business Services  
Organization: Davis Joint Unified School District  
Date: 5/24/2021

Signed:  
Name/Title: David Badillo / Director of Partnerships  
Eye to Eye  
Date: