

## **CONTRACT NAME: AGREEMENT BETWEEN EYE TO EYE, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** Eye to Eye is a nonprofit organization that wishes to partner with DJUSD at the Holmes campus to provide art-based curriculum for students with learning differences. The Eye to Eye mentors are UCD students with similar learning differences who will work with identified mentees at Holmes to foster social-emotional skills and competencies, to promote self-advocacy, and to increase self-esteem. The agreement for the 2017-2018 school year is a pilot program that is offered free of charge.

# **Eye to Eye, Inc. & Davis Joint Unified School District: Program Agreement**

Eye to Eye is a 501(c)(3) IRS tax exempt nonprofit organization incorporated in the State of New York.



The purpose of this agreement between Oliver Wendell Holmes High School (via Davis Joint Unified School District) (hereinafter “Mentee School”) located in Davis, California and Eye to Eye, Inc. (hereinafter “Eye to Eye”) is to outline the vision, terms, conditions, and responsibilities of Eye to Eye and Mentee School. Junior

Using an art-based curriculum that fosters social-emotional skill development, Eye to Eye will provide Mentee School students in grades 5-8 with a unique opportunity to build relationships with similarly identified mentors, foster social-emotional skills and competencies, promote self-advocacy, and increase self-esteem.

In accordance with this agreement, Eye to Eye and Mentee School mutually agree to the following:

1. **Term of Agreement:** The term of this agreement will begin on 01/01/2018, and conclude on 06/30/2018 with no legal obligation to renew; the decision to renew will be at the discretion of Mentee School.
2. **Payment Obligations:** In exchange for Eye to Eye services to be rendered under this agreement, Mentee school agrees to compensate Eye to Eye in the amount of \$0. No other or additional amounts will be due from or owed by Mentee School for services rendered under this agreement. Eye to Eye shall invoice Mentee school the amount of \$0 at a time agreed upon by Mentee School and Eye to Eye.

Mentee school recognizes and acknowledges that Eye to Eye will rely on the availability of this compensation to operate the Mentee School Eye to Eye Mentoring chapter and expend time, and effort to promote the successful development and continuation of its mentoring program.

3. **Responsibilities of Eye to Eye:** For the 2017-18 school year, Eye to Eye is responsible for the following:
  - a. Assigning a National Program Coordinator to manage and ensure Mentee School chapter’s success and to:
    - i. Ensure the Eye to Eye curriculum (approximately 18 program sessions) is taught by student Chapter Leaders and Mentors;
    - ii. Receive and address feedback from Partner School staff;
    - iii. Communicate regularly with Mentee School Sponsor regarding upcoming program sessions and scheduling;
    - iv. Provide information about the impact of the Eye to Eye Mentoring Program when available;
    - v. Coordinate with Partner School staff regarding program sessions and related logistical and administrative questions;
    - vi. Assist Mentee School Sponsor in recruiting and selecting Mentees; and
    - vii. Respond promptly to communication from Mentee School Sponsor.
  - b. Developing and providing all materials and curriculum for the 18-week Mentoring Program;
  - c. Coordinating with Mentee School Sponsor (see below) at Partner School;
  - d. Purchasing all supplies and food needed to fulfill curriculum and team-building activities;

- e. Strengthening the local LD/ADHD community;
  - f. Conducting national and state criminal background checks and sex offender registry checks on student Mentors and all other individuals who will work or interact with minors as part of Eye to Eye's Mentoring Program;
  - g. Providing Partner School with signed documents from minors' parents and/or guardians releasing Partner School, its trustees, employees, and agents from liability;
  - h. Ensuring appropriate supervision of all minors, students, and volunteers at Eye to Eye program locations; and
  - i. Complying with all applicable federal, state, and local laws, regulations, ordinances and rules in connection with the Eye to Eye Mentoring program.
4. **Responsibilities of Partner School:** Partner School will provide a contact person to Eye to Eye (hereinafter, "Mentee School Sponsor") who is expected to cooperate with Eye to Eye national staff and two student Chapter Leaders to ensure the program's success. Partner School is responsible for offering its students the opportunity to participate as Mentees in the Eye to Eye program by performing the following:
- a. Coordinating with other school staff and parents/guardians to promote Eye to Eye to all eligible students, providing information and encouraging their participation in the program (provided that Partner School shall have the right to review and object to the language of any materials that Eye to Eye wishes Mentee school to distribute);
  - b. Securing space for weekly program sessions and storage for art supplies and completed projects throughout the year; and
  - c. Meeting with student Chapter Leaders and participating in phone or in-person meeting with Eye to Eye staff at least 2 times during the academic year.
5. **Termination:** This agreement can be terminated if (1) both parties submit a mutual written agreement of termination, (2) Partner School declines to provide funding as stated in this agreement, or (3) either party commits a material breach of the agreement. If either party commits a material breach of the agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party; termination will take effect if the material breach has not been rectified within 30 days of the delivery of such notice.

Termination of the agreement for any reason provided in its contents will not relieve either party from their respective obligations. In the event that an agreement is terminated by Partner School, or by mutual agreement, within the first 6 months after date of signing, Eye to Eye will refund a prorated amount to the Partner School based on the number of months remaining in the term of agreement.

6. **Hold Harmless & Mutual Indemnity:** Each party (the "Indemnifying Party") agrees to, and shall, indemnify and hold harmless the other party (the "Indemnified Party") and its trustees, officers, employees, and agents (collectively, the "Indemnified Party Representatives") from and against any and all claims, demands, suits, actions, judgments, settlements, costs, losses, theft, damages, fines, penalties, liability, expenses and third party action(s), including reasonable attorneys' fees and costs through litigation and all appeals, of every kind and nature incurred, sustained, or suffered by or asserted against, any Indemnified Party (collectively, "Damages") relating to or arising out of, in whole or in part, (i) any negligent act or omission or willful misconduct of the Indemnifying Party or its officers, employees or agents; or (ii) the breach of this Partnership Agreement by the Indemnifying Party.

7. **Confidential Information:** All personally identifiable information concerning or about Mentee School’s students (including all documents, items, and record-bearing media, as well as materials prepared or maintained by Eye to Eye containing such information) will be received & kept in confidence by Eye to Eye and used only for proper performance of the agreement, is the property of Mentee School, and will not be reproduced without prior written consent from Mentee School. Should confidential information need to be obtained to the extent of the law, Eye to Eye will notify Mentee School of such requirement promptly (in writing, unless prohibited by law) and cooperate reasonably with Mentee School, at Mentee School’s expense, to obtain protective or similar order.

Upon termination or expiration of the agreement, Eye to Eye will return all confidential information (without retaining copies in any format) to Partner School; Eye to Eye will immediately notify Partner School of any breach in those obligations.

8. **Insurance:** Each party will, at its own expense, purchase and maintain, throughout the term of the agreement, a comprehensive, commercial general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence, \$3,000,000.00 general aggregate (including sexual molestation and abuse coverage in the minimum of \$1,000,000.00 per occurrence) and worker’s compensation and employers’ liability insurance, as required by law. The insurance coverage will not limit the licensee’s liability under this agreement. The licensee will be solely responsible for the payment of self-insured retention or deductible associated with the policy in the event of a paid claim.
9. **Logos & Branding:** Mentee School will retain all rights, titles, and interest in its name and related marks and logos. Eye to Eye will retain all rights to and in their name, trademarks, and logos. This agreement does not give either party the right to use branded materials or marks of the other party.
10. **Choice of Law & Venue:** This agreement is subject to and interpreted by and in accordance with the laws of California.
11. **Entire Agreement and Amendment:** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this agreement signed each party hereto.

With parties’ signatures, this agreement will begin enforcement on the date written below:

**Partner School:** Oliver Wendell Holmes Junior High School (via Davis Joint Unified School District)

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Signature

\_\_\_\_\_  
Printed Name

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Title

\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
Date of Signature

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Signature

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Printed Name

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Title

\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
Date of Signature

**Eye to Eye, Inc.**

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Signature

Name: Tori Kissner  
Title: Partnerships and Growth Manager  
Date: 12/4/2017