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Example of iMentor's contract with partner schools

Below you will find an example of a contract, referred to as the School Site Acknowledgement Form by the NYC iMentor Program, that is signed by school partners. Created by iMentor and the New York City Department of Education (NYCDOE), the School Site Acknowledgement Form is a non-binding agreement signed by Principals upon being confirmed as a new iMentor school partner. It outlines the partnership terms between iMentor and school partner(s) to include term-length, program fees and expectations of both parties. Prior to drafting this form, iMentor entered into contract with the NYCDOE as an approved vendor which allows iMentor NYC to provide fee-for-service programming to public schools in NYC. The School Site Acknowledgement Form is customized for each new partner based on the iMentor program in which they enroll (i.e. 4-Year College Ready or 3-Year College Transition program) which informs partnership term-length and program fees. An updated program consent is attached to the School Site Acknowledgement Form so that school leaders are aware of required documents being shared with parent/guardians of participating students. In NYC, the Director of School Partnerships sends a customized School Site Acknowledgement Form to Prospective School Partners for review and is responsible for ensuring that the organization has an updated agreement on file for each school partner.

Example of Contract

SCHOOL SITE ACKNOWLEDGMENT FORM

School Site: _____

Background

iMentor is a non-profit organization that seeks to improve the lives of high school students from underserved communities through evidence-based, technology-enabled mentoring. The School Site is a public school operating under the authority of the New York City Department of Education (“NYCDOE”).

NYCDOE is contracting with iMentor to provide certain mentoring services pursuant to a draft agreement between NYCDOE and iMentor dated as of April 1, 2013 (the

“DOE Agreement”). The School Site and iMentor are making this acknowledgement to acknowledge iMentor’s expectations with regard to the School Site’s responsibilities in connection with iMentor’s provisions of the services. Notwithstanding anything to the contrary, the rights and obligations set forth in the DOE Agreement, when final, shall govern and supersede this acknowledgement.

Acknowledgement

iMentor and the School Site acknowledge the following:

1. **Services.** Pursuant to, and subject to the terms of, the DOE Agreement, iMentor will provide the services set forth in the agreement between the NYCDOE and iMentor. In accordance with the DOE Agreement, the Term is from July 1, 2013 until June 30, 2018, unless sooner terminated as provided in the DOE Agreement.

2. Relationship Management:

2.1 **Primary Liaison.** Each party shall appoint a primary liaison who will serve as its primary contact on all matters pertinent to the Relationship (the “Primary Liaison”). Each Primary Liaison must have sufficient available time, the requisite authority and appropriate qualifications and capabilities to plan and manage the parties’ activities relating to the Relationship and to facilitate communication and coordination between the parties. Each party may change its Primary Liaison by giving sixty (60) days’ written notice to the other party, provided that any new Primary Liaison must meet the qualifications set forth herein.

2.2 **Meetings.** Unless the parties agree otherwise, during the Term the parties shall participate in meetings (a) prior to the start of each school year as reasonably necessary to ensure adequate preparations by the parties to perform their respective obligations hereunder; and (b) no less frequently than three (3) times during each school year to monitor the performance of each party’s obligations hereunder and to discuss any issues pertinent to the Relationship. All such meetings shall occur in person, or if the parties so agree, via telephone or video conference.

3. **iMentor Obligations.** Subject to the terms and conditions of the DOE Agreement, and solely during the Term, iMentor shall perform the following obligations (“iMentor Obligations”):

3.1 Orientation Sessions. iMentor will conduct orientation sessions for the School Site (including administrators and teachers), as iMentor deems appropriate. iMentor will provide annual program planning materials to the School Site prior to the start of each school year, and will seek to discuss such planning with the School Site principal at least three times a year.

3.2 Mentee Consents. iMentor will administer and seek to secure all applicable consent, liability and photo release forms from Prospective Mentees and their parents, a copy of which is attached hereto as Exhibit 1. Notwithstanding anything in this Acknowledgement to the contrary, iMentor shall have no obligation to provide Mentoring Services to Prospective Mentees who do not execute (or whose parents do not execute) such consents and release.

3.3 Mentee/Mentor Matches. iMentor will seek to match Prospective Mentees with mentors who have been recruited, screened and trained by iMentor in accordance with iMentor's standard practices ("Mentors"). Such screening of Mentors will include a background check arranged by iMentor. In addition to any screening conducted by iMentor, iMentor shall comply with all security clearance requirements set forth in the DOE Agreement, including that all iMentor Staff, including all Mentors, must be fingerprinted and cleared.

3.4 iMentor Programming. During the school year, iMentor will conduct weekly classroom sessions for Mentees ("iMentor Sessions") based upon a curriculum developed by iMentor to address college preparatory skills and non-classroom factors relevant to academic engagement (the "iMentor Curriculum"). iMentor will also conduct in-person events for Mentees and Mentors that reinforce the weekly classroom sessions ("iMentor Events"). iMentor Events will occur approximately once per month during each school year of the Term.

3.5 iMentor Software Platform. iMentor will provide a software platform for use by Mentees and Mentors to communicate with each other and to facilitate their mentoring relationships. iMentor will provide training to Mentees regarding the use of such software platform.

3.6 Additional Resources for Mentees. iMentor will provide Mentees with materials relating to college preparatory resources and career skills

development, and access to opportunities through iMentor's network of Mentors and other individuals involved with iMentor.

4. School Site Responsibilities. Subject to the terms and conditions of the DOE Agreement, and solely during the Term, the School Site acknowledges that it is responsible for the following "School Site Responsibilities"):

4.1 Relationship Management. The School Site will inform iMentor of any material changes to personnel, policies or practices that are relevant to the relationship, and ensure that such changes do not affect the performance of any obligations hereunder, including by developing and implementing a transition plan for such changes.

4.2 iMentor Sessions. During the school year, the School Site will provide one (1) weekly class period within a core academic subject or advisory class for each Mentee during regularly-scheduled school hours for iMentor Sessions. Such class periods will take place in an Internet-enabled computer lab, or in a classroom equipped by the School site with Internet-enabled computers or laptops. The Session will be co-facilitated by one School Site teacher and one iMentor staff member. Where applicable, School Site will arrange for make-up sessions in an Internet-enabled computer lab, or in a classroom equipped by School Site with Internet-enabled computers or laptops for Mentees who miss their regularly-scheduled iMentor Session. The School Site, in consultation with iMentor, will make a good-faith effort to implement the iMentor Sessions and iMentor Curriculum in a manner consistent with any guidance provided by iMentor.

4.3 Staffing. During the school year, the School Site will provide one (1) hour per week of a teacher's time to communicate with iMentor staff members and Mentees, in addition to the iMentor Sessions. The teacher should be a teacher that co-facilitates the iMentor Sessions. For on-site school events, School Site will provide three (3) school and support staff personnel.

4.4 Mentee Consents. The School Site will use reasonable efforts to assist iMentor with administering and securing all applicable consent, liability and photo release forms from Prospective Mentees and, if applicable, their parents or legal guardians. However, the primary obligation to secure such consents, liability and photo releases remains with iMentor staff, provided that the form and substance of any such release must be

approved by the NYCDOE prior to execution.

5. Fee Schedule. School Contribution: the school commits to pay iMentor according to a specified schedule.

5.1 Payment Schedule: Annual payment to be paid in one installment to iMentor prior to December 1 of each year of Relationship. School may also request to pay on a semi-annual basis, with the first payment due prior to December 1 and the second payment prior to June 1 of each year of Relationship.

6. Notices. All notices to each party should go to the following:

6.1 If to iMentor:

Mike O'Brien
iMentor, Inc.
30 Broad Street
9th Floor
New York, New York 10004

6.2 If to School Site:

Attn: Principal Name
[School Site]
[School Address]

ACKNOWLEDGED BY:

iMentor, Inc.

By: _____

Name: _____

Title: _____

[School Site]

By: _____

Name: _____

Title: _____

Exhibit 1

Consent Form

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