School Partner Site Agreement
Between Peer Health Exchange and San Leandro High School

The purpose of this School Partner Site Agreement (hereinafter "**School Partner Site Agreement**") is to establish a relationship agreement between San Leandro High School (hereinafter "**Partner School**") and Peer Health Exchange (hereinafter "**Peer Health Exchange**" or "**PHE**").

WHEREAS, Partner School seeks to empower its students with the knowledge, skills and resources they need to make healthy decisions;

WHEREAS, Peer Health Exchange has a proven history of providing a comprehensive health education curriculum (the "**Curriculum**") through 13 workshops taught by trained college volunteers; and

WHEREAS, Peer Health Exchange (PHE) empowers young people with the knowledge, skills, and resources to make healthy decisions. To effectively implement the program, both PHE and the Partner School will need to contribute the necessary effort and resources to ensure a successful partnership. This document describes certain requirements to be fulfilled by each party.

BOTH PARTIES HEREBY RESOLVE to enter into this School Partner Site Agreement to deliver the Peer Health Exchange program at the school sites described herein.

PROGRAM SITES ("SITES")

Partner School shall receive, and PHE shall provide the Curriculum to, the following Site(s): San Leandro High School.

TERM/EFFECTIVE DATE

This School Partner Site Agreement is effective at the date of signing and is for the 2017-18 school year. At the conclusion of the 1-year period, the parties will revisit the agreement together.

PARTNERSHIP REQUIREMENTS
The following section outlines the requirements for both PHE and Partner School.

PHE agrees to provide the following to facilitate the program's success:

- **A designated PHE Staff member who:**

- Ensures that the complete PHE Curriculum (13 workshops) is taught by PHE volunteers by the end of the school year.
- Is receptive to feedback from school staff and works to resolve concerns.
- Provides data on the impact of the PHE program.
- Endeavors to avoid rescheduling workshops.
- Promptly contacts the Partner School when a workshop must be rescheduled.
- Communicates regularly with school staff regarding upcoming workshops and scheduling.
- Endeavors to respond promptly to communication from school staff.
- Communicates feedback from PHE volunteers or PHE staff to school staff when necessary.

- **PHE volunteers who:**
  - Arrive on time to workshops.
  - Interact with students and host teachers in a positive and respectful manner.
  - Bring all necessary materials to each workshop and take all materials with them when leaving the workshop.
  - Understand the workshop content and care for every student's health and wellbeing.
  - Dress according to the Partner School dress code and/or wears a PHE t-shirt.
  - Use the teaching strategies they learned in their PHE training.
  - Handle and use technology owned by the high school (e.g., computers, projectors, speakers) with care.

Partner School agrees to provide the following to facilitate the program's success:

- **A principal who:**
  - Makes PHE an integral part of the 9th grade curriculum and schedule, and protects the time dedicated to PHE in order to enable the complete PHE Curriculum (13 workshops) to be taught by the end of the school year.
  - Encourages members of the Partner School staff to actively support the PHE program.
  - Is receptive to feedback from PHE staff and works to resolve their concerns.
  - Observes the program and provides positive and constructive feedback to PHE staff (as appropriate) to improve the program's impact on teens.
  - Assists PHE with securing funding for programs when requested by PHE Staff. Requests may be considered on a case by case basis and could include writing letters of support, coordinating site visits with prospective funders, or allowing PHE to take photos or videos to promote its program, once any necessary consents have been obtained, which the Partner School shall assist in obtaining.

- Agrees to send relevant mailings, including an introductory letter (provided by PHE) about the PHE program sent on school letterhead to parents of PHE students.
- Agrees to support PHE's program evaluation activities.

- **A Site Coordinator who:**
  - Expresses support for PHE to Partner School staff, students, and parents of students.
  - Serves as the primary liaison between the Partner School host teachers and PHE staff.
  - Enables the complete PHE Curriculum (13 workshops in proper sequence) to be taught by the end of the school year.
  - Observes the PHE program and provides positive and constructive feedback to PHE staff (as appropriate) to improve the program's impact on teens.
  - Is receptive to feedback from PHE staff and works to resolve their concerns.
  - Provides prompt response to all communications from PHE staff as well as communication about PHE within the Partner School.
  - Helps to manage the calendar of PHE workshops by:
    - Reviewing and approving the workshop calendar.
    - Providing advance notice of any workshops that need to be rescheduled.
    - Working with PHE Staff to schedule make-up workshops as necessary.
  - Agrees to support PHE's program evaluation activities.

- **Host Teachers who:**
  - Express support for PHE to their students and to the parents of their students.
  - Following guidelines provided by PHE, discuss PHE with their students before the first PHE workshop, including explaining the purpose of the program and reviewing appropriate behavior during the workshops.
  - Are present in the classroom during all workshops.
  - Endeavors to ensure students attend and are attentive during PHE workshops.
  - Assist with classroom management.
  - Observe the PHE program and provide feedback to PHE staff (as appropriate) to improve the program's impact on teens.
  - Reinforce the material taught by PHE and encourage students to continue discussing PHE health topics outside of PHE workshops. (*Note: the PHE Curriculum itself is proprietary and can only be taught by PHE volunteers. Host Teachers must get explicit consent from PHE to teach any portion of the PHE Curriculum.)
  - Provide prompt responses to all communication from PHE staff as well as communication about PHE within the Partner School.
  - Help to manage the calendar of PHE workshops by:
    - Reviewing and approving the workshop calendar.
    - Providing advance notice of any workshops that need to be rescheduled.

- Working with PHE staff to schedule make-up workshops as necessary.
  - Support PHE's efforts to communicate the PHE program's impact to donors by asking students to fill out a pre-printed postcard about their experience with PHE.
  - Will assist volunteers in the management of PHE and classroom technology when needed (helping with classroom projectors, keeping PHE technology in a safe location, supporting with classroom computers, etc).
  - Provide a space that supports technology and lesson facilitation, including outlet(s) and a whiteboard or other surface onto which the PHE curriculum can be projected.
  - Agree to support PHE's program evaluation activities.

ADDITIONAL REQUIRED INFORMATION AND MEETINGS

Meetings:

PHE and the Partner School shall arrange the following meetings, which shall be conducted at the Partner School's facility:

- An initial Partnership Confirmation Meeting between PHE staff, the principal, and the Site Coordinator.
- A Host Teacher Orientation meeting between PHE Staff, the Site Coordinator, and the teachers participating in the PHE program. If any host teacher cannot attend the Host Teacher Orientation meeting, the Site Coordinator will meet with them to review the PHE-provided Host Teacher Guide before the start of the program.
- A Spring Term Check-In Meeting between PHE staff and the Site Coordinator.

Schedule:

Partner School shall create a schedule for the PHE Curriculum consisting of the following:

- A minimum of 14 class sessions (13 sessions for PHE workshops and one make-up session) on a **consistent day and time each week** throughout the academic year.
- If any PHE workshops need to be cancelled, additional make-up sessions may be scheduled as needed to ensure that all of the PHE workshops have been taught.
- The PHE curriculum requires a minimum of 45 minutes of class time per workshop.

School Site Information:

Partner School will, before the PHE program begins, provide the following information to PHE:

- The school's bell schedule and class schedule.
- The school's academic calendar.

- Total school enrollment and 9th grade enrollment numbers.
- Percentage of students eligible for free or reduced-fee lunch.
- Total number of PHE classes and number of students in each class.
- Start and end times for classes.
- Room numbers and Host Teacher names for each class.
- A description of the school's health personnel, resources, and policies.
- The name of a school staff emergency contact if a student's wellbeing is endangered.
- The principal's, Site Coordinator's, and Host Teachers' contact information.
- Dates of Host Teacher Orientation, fall and spring PHE workshops, possible make-up workshops, and school sending Introductory Letter to Parents.

Facility Requirements:

Partner School will provide the following:

- Access to Partner School faculty and student bathroom facilities for PHE volunteers and staff visiting the Partner School.
- A safe, clean environment that is conducive to educating students.

Limitations:

Partner School will ensure that:

- All communications between Partner School and PHE volunteers are conducted through PHE staff. Partner School staff may not directly contact PHE volunteers, and must contact PHE staff for any communication to PHE volunteers.

Additional Terms and Conditions:

Partner School and PHE each agree to the additional terms and conditions set forth in Schedule A.

[*Signature Page Follows*]

This School Partner Site Agreement is agreed to by Partner School and Peer Health Exchange on this _____ day of _____, 2017 by:

San Leandro Unified:

_____

Signature

_____

Printed Name

_____

Title

Peer Health Exchange:

_____

Signature

_____

Printed Name

_____

Title

PEER HEALTH EXCHANGE

Schedule A

PEER HEALTH EXCHANGE – TERMS AND CONDITIONS FOR PHE PROGRAM

These Terms and Conditions are entered into by and between Peer Health Exchange and the Partner School identified in the School Partner Site Agreement between such parties, and are incorporated into such School Partner Site Agreement. Such School Partner Site Agreement, these Terms and Conditions, and any other documents attached to or incorporated into any of the foregoing are collectively referred to as the "Agreement".

1. DEFINED TERMS

1.1 **Defined Terms**. Capitalized terms not otherwise defined in these Terms and Conditions shall have the meaning attributed to them elsewhere in the Agreement.

2. GENERAL OBLIGATIONS

2.1 **Curriculum.** Subject to the terms described in the Agreement, Peer Health Exchange will appoint a Peer Health Exchange volunteer to teach the Curriculum in the Partner School site(s) identified in the School Partner Site Agreement.

2.2 **Facility Policies**. While in Partner School's facilities, Peer Health Exchange staff shall, and Peer Health Exchange shall direct all Peer Health Exchange volunteers to, comply with all applicable Partner School policies and procedures that have been provided to Peer Health Exchange in writing.

2.3 **Compliance with Laws.** Each of Peer Health Exchange and Partner School shall, in performing its respective obligations hereunder, comply with all applicable laws (including common law), codes, statutes, ordinances, treaties, orders, rules, regulations, published standards, permits, judgments, writs, consents, opinions, interpretations, approvals, authorizations, injunctions, rulings, official directives, administrative guidance or other regulatory bulletins or guidance (whether written or oral), regulatory examinations or orders, decrees and orders of any governmental authority (collectively, "**Laws**").

3. CONFIDENTIALITY AND PRIVACY

3.1 **Confidentiality.** Partner School acknowledges and agrees that, subject to Section 3.2, all information disclosed to the Partner School by Peer Health Exchange hereunder, including the Curriculum and the materials and information related thereto (collectively. "**Confidential Information**") are the confidential information of Peer Health Exchange. Partner School agrees that it will hold the Confidential Information in strict confidence, shall not disclose it

and shall not use it except to fulfil its obligations hereunder.

3.2 **Limitations**. The term "Confidential Information" does not include (a) information that at the time of disclosure or thereafter becomes available to the general public (including students and faculty of Partner School) without restriction through no violation of this Agreement by, or other wrongful act or omission of, Partner School; (b) information disclosed to Partner School on a non-confidential basis by a third person; provided that such disclosure is not prohibited by any arrangement between such third person and Peer Health Exchange; (c) information that is independently developed by Partner School without reference to, use of or reliance on Peer Health Exchange's Confidential Information; or (d) information that is known by Partner School, without restriction as to use or confidentiality, prior to disclosure by Peer Health Exchange.

3.3 **Exception to Confidentiality Obligation.** If Partner School is required to disclose Confidential Information to comply with any directive or order of a court of competent jurisdiction or regulatory body or under any applicable Laws, Partner School shall promptly notify Peer Health Exchange of such requirement and of the particulars of the Confidential Information required to be disclosed so that Peer Health Exchange may seek a protective order or other appropriate remedy. If Peer Health Exchange provides notice to Partner School that a protective order or other remedy will be sought, Partner School shall endeavor to delay disclosing any Confidential Information pending final resolution of such proceeding. If such protective order or other remedy is not obtained, Partner School shall only disclose such part of the Confidential Information that it is legally required to disclose, and it shall give Peer Health Exchange written notice of the Confidential Information to be disclosed, and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information by the party to whom disclosure is made.

3.4 **Privacy.** Peer Health Exchange acknowledges that it may receive or have access to personally identifiable information regarding students and faculty at Partner School (collectively, "**Personal Information**"). Peer Health Exchange shall comply with all applicable Laws applicable to the use of Personal Information. With respect to any Personal Information collected by Peer Health Exchange hereunder:

(a) Peer Health Exchange shall collect, use and/or disclose the Personal Information only for the purposes authorized by the data subject or the Partner School;
and

(b) Peer Health Exchange shall promptly advise Partner School of any breach

or suspected breach of security protecting any Personal Information.

4. INTELLECTUAL PROPERTY OWNERSHIP

4.1 **General.** Partner School acknowledges and agrees that, as between the parties, Peer Health Exchange owns all right, title and interest in and to all copyrights, trade secrets, trademarks, service marks and other intellectual property rights in the Curriculum and all materials related thereto or provided in connection therewith. Peer Health Exchange hereby grants Partner a limited, non-exclusive right and license to distribute, copy, display and perform the Curriculum and such materials solely as necessary to facilitate Peer Health Exchange and the Peer Health Exchange volunteer's teaching of the Curriculum. For the avoidance of doubt, Partner School may not modify the Curriculum or such materials without Peer Health Exchange's prior, written consent, and may not distribute, copy, display, perform, teach or use the Curriculum or such materials independently of Peer Health Exchange and the Peer Health Exchange volunteer's teaching of the Curriculum.

4.2 **Further Assurances.** In the event that, notwithstanding the foregoing, Partner School acquires any intellectual property right, title or interest of any kind in the Curriculum or any materials related thereto or provided in connection therewith, other than the license described in Section 4.2, Partner School hereby irrevocably and unconditionally assigns all of such right, title and interest to Peer Health Exchange.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Authority.** Each party represents and warrants that: (i) this Agreement constitutes a legal, valid, and binding obligation of such party enforceable against it in accordance with its terms; (ii) such party is a validly organized and existing legal person or entity; and (iii) such party has received all necessary approvals and authorizations (including in the case of Partner School, any approvals and authorizations of any applicable school district authorities and other approvals and authorizations required by Law) to enter into this Agreement.

6. INDEMNITIES

6.1 **Mutual Indemnities**. Each Party agrees to indemnify, defend and hold harmless the other party, its officers, directors, employees, agents, sub-contractors, volunteers, successors and assigns from any and all claims, actions, damages, liabilities, costs and expenses, arising from a third party claim related to: (a) any breach of any representations or warranties in this Agreement, or (b) the indemnifying party's fraud, gross negligence or willful misconduct.

6.2 **Peer Health Exchange Indemnities.** Peer Health Exchange agrees to indemnify, defend and hold harmless Partner School, its officers, directors, employees, agents, sub-contractors, successors and assigns from any and all claims, actions, damages, liabilities, costs and expenses, arising from a third party claim (a) arising out of a breach of Section 3.4, or (b) that the Curriculum or any materials related thereto or provided in connection therewith infringe on the intellectual property rights or other rights of a third party. Should such Curriculum or materials be determined to have infringed any third party's intellectual property rights, or if in Peer Health Exchange's judgment such use is likely to infringe, Peer Health Exchange may at its option and expense: (i) procure the right to continue using Curriculum or such materials, or (ii) replace or modify the Curriculum or such materials to render them non-infringing.

6.3 **Partner School Indemnities.** Partner School agrees to indemnify, defend and hold harmless Peer Health Exchange, its officers, directors, employees, agents, sub-contractors, volunteers, successors and assigns from any and all claims, actions, damages, liabilities, costs and expenses, arising from (a) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or other culpable acts or omissions of Partner School or its personnel (including any reckless or willful misconduct), or (b) any breach of Section 3 or Section 4.

7. LIMITATION OF LIABILITY

7.1 **Liability Exclusions and Limitations.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT WITH RESPECT TO CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, (a) NO PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES OR ANY INDEMNITEE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), REGARDLESS OF WHETHER ANY CLAIM IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY, AND (b) NEITHER PARTY'S AGGREGATE LIABILITY HEREUNDER SHALL EXCEED TWENTY FIVE THOUSAND DOLLARS ($25,000).

8. BREACH AND TERMINATION

8.1 **Term**. The term of this Agreement is set forth in the School Partner Site Agreement.

8.2 **Termination.** Either party may terminate the agreement at any time on forty-five (45) days' written notice to the other party.

8.3 **Obligations Upon Termination.** Upon termination of this Agreement, Partner School shall return to Peer Health Exchange all copies of the Curriculum and all materials related thereto or provided in connection therewith.

8.4 **Survival.** The rights and obligations in Sections 3, 4, 6, 7 and 9 shall survive termination or expiration of this Agreement.

9. GENERAL

9.1 **Independent Contractor Relationship**.

(a) During Peer Health Exchange's engagement with Partner School, Peer Health Exchange shall determine the manner, details, methods and means by which Peer Health Exchange and its volunteers will perform its obligations hereunder, subject to the terms of this Agreement.

(b) Nothing in this Agreement is intended to, or can be construed to, create a partnership, agency, employment, or joint venture relationship between Partner School and Peer Health Exchange. Peer Health Exchange's relationship to Partner School shall only be that of an independent contractor and Peer Health Exchange shall perform its obligations hereunder as an independent contractor. Each party agrees not to make any representations or engage in any acts which could establish, or reasonably lead a third party to believe in the existence of, an apparent relationship of agency, joint-venture, partnership or employment with the other party.

(c) Neither party shall have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or any of its affiliates or to bind the other party or any of its affiliates in any manner, unless authorized in writing by such other party, and shall not make any contrary representation to any third party.

(d) Peer Health Exchange shall not be entitled to, and shall make no claim to, rights or fringe benefits afforded to Partner School's employees, including, without limitation, disability or unemployment insurance, workers' compensation insurance, pension and retirement benefits, profit-sharing, or rights under any other benefit plan or program applicable to employees of Partner School.

9.2 **Equitable Remedies**. In the event of a breach or threatened breach of this Agreement by a party, the other party may suffer irreparable harm or injury for which money damages are inadequate. In the event of such breach, the non-

breaching party shall be entitled to seek injunctive relief, without need to post a bond or other security, in addition to such party legal and other equitable remedies.

9.3 **Dispute Resolution**.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement will be resolved in the following manner: The parties agree to use all reasonable efforts to resolve the dispute through direct discussions. To that end, either party may give the other party written notice of any dispute not resolved in the normal course of business. Upon such notice, the parties will attempt in good faith to resolve the dispute promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons responsible for administration of this Agreement.

(b) If the parties are unable to resolve the dispute by such means within thirty (30) days of the notice date, or such other time period as mutually agreed, then either party may commence arbitration pursuant to the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"), as modified or supplemented under this Section 10.4. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et. seq. Judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The arbitration proceedings will be held in New York, New York. The arbitration proceedings contemplated by this section will be as confidential and private as permitted by law. Notwithstanding any of the foregoing, either party may request injunctive and/or equitable relief either from the arbitrators or from a court in order to protect the rights or property of the party, pending the resolution of the dispute by arbitration as provided hereunder.

9.4 **Entire Agreement**. These Terms and Conditions, together with the School Partner Site Agreement and any other documents attached to or incorporated into any of the foregoing constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements, proposals, understanding or representations, whether written or oral, between the parties with respect to the specific subject matter hereof.

9.5 **Amendments**. This Agreement may only be changed, modified or amended in writing and executed by both parties.

9.6 **Construction**. The section headings of this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or

interpretation of any of the terms hereof. For purposes of this Agreement, "include," "includes," and "including" are deemed to be followed by the term "without limitation," and the words "hereof," "herein," "hereto" and "hereunder," and words of similar import shall refer to this Agreement as a whole and not to any specific provision of this Agreement.

9.7 **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future Laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9.8 **No Waiver**. No waiver of any right shall be effective unless consented to in writing by the party to be charged with such waiver, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

9.9 **Assignment**. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, or delegate any of its rights or obligations hereunder, without the other party's prior written consent. Any attempted assignment or transfer in violation of this Section shall be null and void.

9.10 **Successors and Assigns; No Third Party Beneficiaries**. This Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There are no third party beneficiaries to this Agreement, except as expressly set forth herein.

9.11 **Governing Law**. This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without reference to conflict of laws principles.

9.12 **Notices.** Any notices or communications to be given under this Agreement by either party to the other party shall be deemed to have been duly given if given in writing and (a) personally delivered, (b) sent by nationally recognized overnight courier, (c) sent by facsimile (with electronic confirmation), or (d) sent by mail, certified, postage prepaid with return receipt requested, in each case, at the

address for such other Party set forth in the School Partner Site Agreement. Notices delivered personally, by courier, or by facsimile shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00 a.m. on the third business day after mailing. Any party may change such party's address for notice under this Agreement by giving prior written notice to the other Party of such change in the manner provided in this Section.

9.13 **Counterparts**. This Agreement may be executed in one or more counterparts, by facsimile or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.