



## Partnership Scholars Program

### MENTOR PARTICIPATION AGREEMENT 2020 - 2021 School Year and Summer

As a condition of becoming or continuing in my position as a Partnership Scholars Program (“Program” or “PSP”) Mentor for the 2020-21 school year and summer, I hereby agree, on behalf of myself and my heirs, executors, administrators and assigns, to the following terms and conditions:

**As of March 2020, all in-person mentoring activities are suspended. Mentors and scholars should continue to connect virtually over phone, text and video, but not in person.**

**We look forward to the time when we can go back to in-person activities. PSP staff will let all scholars, families and mentors know when that is permitted. Until then, mentors and scholars may not meet in person.**

1. Volunteer Position. I understand and agree that as a Mentor, I am solely a volunteer at PSP and not an employee of PSP, and therefore, there is no employment relationship between me and PSP. I further understand and agree that I will not receive any of the benefits PSP provides to its employees, including, but not limited to, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefits or pay. I further understand and agree that I, or PSP, may end the volunteer relationship at any time, without reason or advance notice.
2. Active Participation. I agree that I will actively participate and mentor my Scholar(s) for the entire school year in order to fulfill the goals of the Program, as outlined in the PSP Handbook and Core Program. I will try to engage my Scholar(s) in a new educational or cultural activity at least once a month that will help the Scholar(s) achieve their dreams to attend a four-year college or university.
3. Criminal Background Check, Pen. Code, § 11120, et seq. I understand and acknowledge that as a condition of my continued participation in the Program, I must undergo a Criminal Offender Record Information (“CORI”) background check and will also be asked to undergo a driving record check when I enter the program. . PSP will not deny me participation in the Program solely because I have been convicted of a crime, unless it renders me ineligible to work as a volunteer with minors. The Program, however, may consider the nature, date, and circumstances of the offense(s), as well as whether the offense(s) is relevant to my volunteer duties. I further understand that I am required to report if I am arrested or convicted to PSP within five (5) days, as permitted by law, and that my position as a Mentor may be suspended indefinitely until PSP has an opportunity to investigate.
4. Training. I acknowledge and agree that as a condition of my participation in the Program, I must participate in a Mentor Orientation in person or online, as directed by PSP staff. I also understand and acknowledge that I may be required to participate in other in-person or online trainings, including but not limited to Mandated Reporter training.
5. Mandated Reporting Encouraged, Pen. Code, § 11164, et seq I understand and acknowledge that as a volunteer of a youth organization I am strongly encouraged to obtain training in the identification and reporting of child abuse and neglect, and to report known or suspected instances of child abuse or

neglect to PSP's Executive Director, and to the local police department, sheriff's office, or the county welfare department. I can find free training offered through the California Department of Social Services online at: <http://www.mandatedreporterca.com/training/generaltraining.htm>

6. Respectful and Appropriate Relationship with Scholars. I understand that I am a role model required to treat Scholars, who are minors, with respect and care. I will maintain an appropriate and professional relationship with Scholars. This means I will avoid manipulation and other abuses of power. My communications with Scholars, including but not limited to notes, electronic and in person communications, must be for professional reasons and consistent with the mission of PSP.
7. PSP Handbook and Other Policies. I understand and acknowledge that as a condition of my participation in the Program, I agree to abide by all policies and procedures contained in the PSP Handbook and other separately maintained policies. I further understand and acknowledge that it is within PSP's sole discretion to change and update the terms of the Handbook and separate policies without my prior approval and that I am expected to abide by such changes as a condition of my continued Participation in the Program.

PSP has a whistle blower policy to ensure the integrity of our work. You can see our policy on the Mentor Resources page of the PSP website at <https://partnershipscholarsprogram.org/mentors/mentor-resources/>. You may contact PSP's Executive Director to share any concerns, or use the contact links in the policy on our website to contact the Chair of the Governance Committee on PSP's Board of Directors.

8. Field Trip Approval and Waiver Forms. I understand and acknowledge that as a condition of my participation in the Program, I am required to abide by all rules and policies regarding Field Trips, including but not limited to policies regarding pre-approval, insurance, reimbursement, program purpose and content, and hotel stays. I understand and acknowledge that I am required to fill out a Field Trip Authorization and Release form ("Field Trip Form") for any single-day or overnight trips on which I plan to take my Scholar(s). I further understand and acknowledge that I must provide my Scholar(s)'s parent(s) or guardian(s) with a copy of the Field Trip Form to sign prior to the commencement of the Field Trip. I agree to provide a copy of the signed single-day trip waiver form in advance of each single-day outing ("outing"), whenever practicable, and within three days of the outing if advanced submission is impracticable. However, in no event will I take my Scholar(s) on an outing without first having the Scholar(s)'s parent or guardian sign the waiver form in advance of the outing. I understand and acknowledge that a failure to have a timely-signed waiver form may result in increased risk of liability for myself and PSP. I further understand and acknowledge that PSP may refuse to reimburse me for expenses associated with an outing or an overnight trip if I do not abide by the timelines and other requirements established by this policy.
9. Medical Insurance. I understand and acknowledge that PSP does not carry or maintain health, medical, or disability insurance coverage for me and therefore I agree to assume the responsibility for my own medical insurance coverage, and I am financially responsible for any and all medical expenses arising out of accident, injury or illness caused by or occurring during the course of my duties as a Mentor.
10. Liability Insurance. I understand and acknowledge that PSP maintains liability insurance to cover certain accidents, property damage, medical expenses and other expenses related to personal injury. I understand that PSP's liability insurance may not cover all such expenses, and that I may be

responsible for expenses in excess of that which is covered by PSP's liability insurance. I further understand that PSP's liability insurance does not cover expenses related to willful and/or reckless conduct.

11. Car Insurance. I understand and acknowledge that I am required to maintain vehicle and accident insurance as a condition of my participation in the Program, and that I must provide PSP with a copy of my driver's license and vehicle insurance verification as an attachment to this Agreement.
12. Voluntary Release of All Claims. I hereby release, waive, and discharge PSP and its former and current affiliates, predecessors, successors, assigns, officers, directors, agents, employees, independent contractors, attorneys, insurers, representatives, heirs, executors, and administrators (hereinafter collectively "Releasees"), to the maximum extent permitted by law, from all financial liability to me or to my personal representatives, assigns, heirs, executors, administrators, and next of kin, for any loss or damage, and any claim or demands related to any bodily injury I may suffer arising out of ordinary negligence that are in any way related to my mentor duties.
13. Indemnification. I hereby agree to defend, indemnify, and hold harmless PSP to the maximum extent permitted by law, from all liabilities, claims, losses, demands, settlements, judgments, causes of action, and expenses (including attorney's fees and costs), of any kind or nature, arising out of or in connection with my participation as a volunteer in PSP and arising out of or resulting from my sole negligence or willful misconduct, or in proportion to my comparative fault.
14. Image and Likeness of Mentors are PSP Property. I grant PSP the right and license to use my image, likeness, voice, photograph, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media) for whatever purposes PSP deems necessary or appropriate.
15. Confidential Information. I understand that I may have access to private and confidential information in PSP's possession, custody or control, including but not limited to, private information regarding Scholars, parents, guardians, employees, staff, alumni, or other personnel data or information, and other Program related trade secrets, business plans, and other proprietary information ("Confidential Information"). I acknowledge and agree that Confidential Information must remain private and cannot be used, disclosed, or copied without the prior written consent of the Program or unless otherwise required by law. The provisions of this section shall survive the termination or expiration of this Agreement.
16. Entire Agreement. This Agreement, including all attachments, contains all of the terms and conditions agreed upon by the Program and Mentor. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect. This Agreement cannot be amended, modified, or supplemented in any respect, except by written agreement signed by all of the parties to this Agreement.

**IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING**

I have read and understand the information provided to me about the Partnership Scholars Program and agree to mentor to the best of my ability. I understand that if this agreement is not signed, I will not be considered a Mentor with the Partnership Scholars Program; I will not be covered by Partnership Scholars insurance for the **2020-2021 school year & summer**; and, I will not be reimbursed for any Scholar/mentor costs until it is signed.

By signing this form, I acknowledge that I have read and will follow the guidelines set forth in the PSP Handbook and Core Program.

**MENTOR**

**PARTNERSHIP SCHOLARS PROGRAM**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name:  Lisa Ruben

Title: \_\_\_\_\_

Title:  Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A  
MENTOR CONTACT INFORMATION, LICENSE & PROOF OF INSURANCE**

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Name of Mentor \_\_\_\_\_

Mentor Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Employer Name & Address \_\_\_\_\_

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**Please attach copy of license and car insurance verification.**