



No: _____

ACPS PARTNERSHIP AGREEMENT

This Partnership Agreement (“Agreement”) is intended to memorialize an agreement to provide collaborative support of and for the Alexandria City Public Schools (“ACPS”) and its students by the business or organization identified as a “Partner”, for the purposes, and on the terms, outlined below. It is not intended to create a partnership in the legal sense, nor to confer on one party the authority to obligate, or speak for, the other.

CONTACT INFORMATION

Partner Information

Legal Partner Name:

Signatory Name:

Signatory Title:

Street:

City:

State:

Zipcode:

Phone:

Email:

ACPS Information

ACPS Dept./School Name:

Signatory Name:

Signatory Title:

Phone:

Email:

TYPE OF ORGANIZATION

Business Public Entity Faith-Based
 Non-Profit Other

If other, please specify:

TYPE OF SUPPORT

Academic Social/Emotional
 Physical Health/Wellness Cultural
 Creative/Arts Other (Specify)

If other, please specify:

PROPOSED SCHOOLS

Please indicate the **proposed** school (s) for the program:

Division Wide	Elementary	Secondary
<u>ECC</u>	<u>Charles Barrett</u>	<u>Cora Kelly</u>
<u>Lyles Crouch</u>	<u>John Adams</u>	<u>Douglas MacArthur</u>
<u>James K. Polk</u>	<u>J.H.</u>	<u>Ferdinand T. Day</u>
<u>Matthew Maury</u>	<u>Mt. Vernon</u>	<u>Patrick Henry</u>
<u>George Mason</u>	<u>Samuel W. Tucker</u>	<u>Williams Ramsay</u>
<u>Francis C. Hammond</u>	<u>G.W.</u>	<u>T.C. Williams</u>
<u>T.C. Satellite</u>	<u>Detention CTR.</u>	<u>Chance For Change</u>

EDUCATIONAL PURPOSE OF PARTNERSHIP

Support to be provided by partner:

Support requested of ACPS by partner:

Goals and benchmarks for this partnership shall include:

Successful Outcomes of partnership shall be evidenced by:

TERM

This agreement shall become effective on the date of the last signature and shall continue for a period of 5 years. This agreement shall be subject to review by the parties annually and shall continue thereafter, provided, however, that either party shall have the right to terminate this agreement upon 60 days written notice to the other.

GENERAL PROVISIONS OF PARTNERSHIP

The Partner acknowledges and agrees to comply with all applicable provisions of federal, state and local law, and all ACPS published rules and regulations (<https://www.acps.k12.va.us/policy>), included but not limited to:

- 1) **A. Termination:** ACPS has the right to terminate this Agreement at any time and for reasonable cause by giving sixty (60) days written notice signed by the party terminating the Agreement and being sent to the other party.

B. If this Agreement is terminated due to a violation of the conditions provided below or ACPS Policy, copy of which will be furnished to Provider upon signing of this Agreement, no other agreement for a partnership will be entered into between ACPS and the Partner whose agreement has been terminated for at least one (1) year.
- 2) **Use of Trademarks, Copyrights and Trade Names:** This Agreement does not give the Partner any ownership rights or interest in ACPS logos, trade names or trademarks. Likewise, this Agreement does not give ACPS any ownership rights in the Partner's name, program descriptions, or logo.
- 3) **Advertising:** ACPS must approve in writing and in advance its identification as a partner or co-sponsor in any and all publicity materials that the Partner may seek to disseminate. Any advertising by the Partner must be consistent with ACPS Policy KJ.
- 4) **Photo Consent:** The Partner assumes the responsibility for obtaining any necessary written consent of any student or employee whose likeness may appear in any materials disseminated by the Partner.
- 5) **Student Data:** All student data shall be considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. All student data received by the Partner shall be maintained by the Partner in a secure location, and shall immediately be returned to ACPS in its entirety upon request by ACPS
- 6) The Partner hereby acknowledges and agrees that any confidential documents and/or data that the Partner may receive in the course of the partnership outlined herein shall not be disclosed, discussed or transferred to any third party not party to this Agreement, and any student data or information given to the Partner shall only be disclosed to employees of the Partner and ACPS employees who have a legitimate educational interest in the information.
- 7) **Curriculum Materials:** Any curriculum materials provided to the Partner by ACPS pursuant to this Agreement will be held to the same standards as ACPS curriculum materials.
- 8) **Participation:** Any participation by any student or School Board employee in any activity established pursuant to this Agreement shall be purely voluntary.
- 9) **Usage Schedule:** In the scheduling of events pursuant to this Agreement, both parties agree to honor each other's scheduled events to the greatest extent reasonably possible and not to disrupt each other's scheduled programs. Should an unforeseen event occur which precludes a joint-use activity or program from occurring; ACPS will reasonably try its best to accommodate the program at an alternate ACPS location, site or room. For special events, the Program or Provider must complete an additional ACPS building use agreement in accordance with ACPS Policy KG to request written permission from ACPS to use any space not previously approved for use by the Provider or any time not previously reserved for assigned space. Such requests must be submitted no later than thirty (30) days prior to the event.

- 10) **Exclusive Use:** Nothing in this Agreement shall create any exclusive rights for the Partner or prohibit ACPS from entering into agreements to utilize programs or services of other partners or providers.
- 11) **Background Check and Security Provisions:** The Partner shall inform its employees, representatives and agents that their placement in an ACPS school or facility will be contingent upon the results of a criminal background check, background verification as well as a Sex Offender Registry Search in accordance with ACPS policies and procedures for ACPS volunteers and employees. The failure to successfully pass ACPS' background check shall serve as grounds for immediate dismissal or removal of that employee, agent or representative from any program administered on an ACPS site or facility. The Partner shall require all new volunteers to complete the ACPS screening at their orientation. For continuing Tutor/Mentor volunteers, the Partner shall ask each to complete the screening and shall work with ACPS to check that the volunteers have completed the screening.
- 12) **Conflict of Interest:** This Agreement incorporates by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Partner certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- 13) **Non-discrimination:** The Alexandria City School Board is committed to nondiscrimination with regard to race, color, gender, sex, age, religion, disability, national origin, ancestry, sexual orientation, genetic information, pregnancy, marital status, status as a parent or political affiliation. This attitude will prevail in all of its policies concerning staff, students, educational programs and services, and individuals with whom the Board does business. Please direct all inquiries regarding ACPS' non-discrimination policies to: Alexandria City Public Schools, Chief Human Resources Officer, 1340 Braddock Place, Alexandria, Virginia 22314.
- 14) **Partner's Liability and Insurance Requirements:** Under no circumstances shall ACPS be responsible for

the acts or omissions of Partner's representatives, agents and employees, committed during the commission of any duty or service performed under this Agreement, which may cause harm or injury to persons that are not parties to this Agreement. The Partner acknowledges that ACPS and its agents and employees have sovereign immunity and that such immunity may not extend to Partner or its representative, agents or employees. The Partner shall obtain and maintain comprehensive bodily injury, property damage and professional liability insurance, at the Partner's expense, for all employees, representatives or agents who perform activities pursuant to this Agreement. The comprehensive bodily injury, property damage and professional liability insurance shall contain a combined single occurrence limit of not less than One Million Dollars (\$1,000,000.00); and a professional liability insurance policy with General Aggregate of at least One Million Dollars (\$1,000,000.00); Workers Compensation and Employer's Liability, required when partner has three (3) or more employees, One Million Dollars (\$1,000,000.00) each accident; One Million Dollars (\$1,000,000.00) each disease, and One Million Dollars (\$1,000,000.00) policy limit for employer's liability shall also be maintained by the Partner. The Partner shall provide a Certificate of Insurance or otherwise furnish adequate proof of insurance to ACPS, naming the Alexandria City School Board as an additional insured.

- 15) **Indemnification and restitution by the Partner:** The Partner covenants for itself, its employees, representatives and agents to save, defend, hold harmless and indemnify ACPS, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "ACPS" for purposes of this section) from and against any and all claims made by third parties or by ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Partner's negligent acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Partner Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If, after notice by ACPS, the Partner fails or refuses to fulfill its obligations contained in this section, the Partner shall be liable for and reimburse ACPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Partner shall pay such expenses upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to Partner under this Agreement.

- 16) **Legal Compliance:** The Partner shall make every effort to emphasize to each staff member or employee involved with all ACPS activities the importance of conforming and adhering to all applicable executive orders, federal, state and local laws, rules and regulations and policies in effect which govern ACPS when performing services or engaging in activities pursuant to this Agreement.
- 17) **Certifications as to employees, etc.:** Partner agrees to direct its employees, agents or representatives engaging in activities on ACPS property pursuant to this Agreement to comply with ACPS Policy GBEA, concerning a drug-free workplace, for all work conducted on ACPS property. Partner certifies that neither it, nor any of its employees, representatives, or agents who will have direct contact with ACPS students or provide services on ACPS property has been convicted of: (i) a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) a crime of moral turpitude. Partner certifies that it does not, and shall not during the performance of this Agreement; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 18) **Relationships of Parties:** Neither the Partner nor its employees, representatives, or agents, under any circumstances, is to be considered employees, servants or agents of ACPS. ACPS will not be legally responsible for any negligence or other wrong doings by Partner, its employees, representatives, or agents. ACPS will not withhold from payments to the Partner any federal or state unemployment taxes, federal or state income taxes, social security, taxes or any other amounts for benefits to the Partner or its students, representatives, agents, employees and/or faculty. Furthermore, ACPS will not provide to the Partner any insurance coverage or other benefits, including worker's compensation, normally provided by ACPS for its employees.
- 19) **Faith Based Organizations:** ACPS and Provider do not discriminate against faith-based organizations.
- 20) **Force Majeure:** The Provider shall not be held responsible for failure to perform the duties and responsibilities imposed by this Provider if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Provider.
- 21) **Survival of Terms:** In addition to any numbered sections in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Agreement, the following sections if included in this Agreement also survive:

INDEMNIFICATION, RECORDS and USE OF TRADEMARKS, COPYRIGHTS AND TRADE NAMES.

- 22) **Non-exclusivity of Remedies:** All remedies available to ACPS under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to ACPS at law or in equity.
- 23) **Amendments:** Unless otherwise specified herein, this Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Provider and ACPS

PROHIBITIONS

The Activities provided under this Agreement shall not involve or give the appearance of involving any activity, which pertains to any of the following:

- A. promotion of hostility or violence;
- B. an attack on ethnic, racial, or religious groups;
- C. discrimination prohibited by any law or School Board policy;
- D. promotion of the use of drugs, alcohol, tobacco, or firearms;
- E. promotion of sexual, obscene, or pornographic activities; or
- F. promotion of any image that is not in keeping with the established goals and purposes of the School Board;
- G. exploitation of any student or School Board employee;
- H. unauthorized collection of personal information, including names, addresses or telephone numbers of students or School Board employees because of the partnership; or
- I. arbitration; it is expressly agreed that nothing under this Agreement shall be subject to arbitration, and any references to arbitration are expressly deleted from this Agreement.

CONSENT AND AGREED TO BY:

ALEXANDRIA CITY PUBLIC SCHOOLS

ACPS Superintendent

By: _____
Dr. Gregory C. Hutchings Jr., Ed.D.
ACPS Superintendent of Schools

Date: _____

Partner Signature

By: _____

Name: _____

Title: _____

Date: _____

*ACPS Office of School, Business and
Community Partnership Lead*

By: _____
Anthony "Kurt" Huffman, M.Ed
Director of School, Business, and Community Partnerships

Date: _____