

PARTNERSHIP AGREEMENT

Alexandria City Public Schools (“ACPS”) is committed to working with our academic institutional partners to optimize the educational experiences of students who are training to become professional educators or student support services staff. Due to issues of liability, confidentiality, compliance, educational environment, etc., participating colleges/universities are required to complete an ACPS Partnership Agreement.

This Partnership Agreement (“Agreement”) is intended to memorialize an agreement to collaborate with an entity identified as “Partner” in providing laboratory opportunities for student teaching and practicum/internship experiences. 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.

ACPS Contact Information

ACPS School or Department Name: _____

ACPS Principal or Program Manager Name: _____

ACPS Principal or Program Manager Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Partner Information

Legal Partner Name: _____

Abbreviated Name: _____

Signatory Name: _____

Signatory Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Type(s) of Internship:	Student Teacher	Social Work	Psychologist	Counselor	Nurse
	Dietician	Other: _____			

TERM

This partnership has been made and entered into this ____ day of _____, _____, by and between _____ and ACPS. The terms of this Agreement shall be upon execution of this Agreement by ACPS through _____ (“Initial Agreement Period”) subject to any modification as provided for in the Agreement. Upon mutual consent, this Agreement may be extended for up to three (3) twelve (12) month periods (each period shall be referred to as “Subsequent Agreement Period”).

EDUCATIONAL PURPOSE OF PARTNERSHIP

To improve student achievement _____ will...
Partner

Goals and benchmarks for this partnership shall include...

Successful outcomes of partnership will be evidenced by...

Support requested of ACPS by _____ includes...
Partner

GENERAL PROVISIONS OF AGREEMENT

The Partner acknowledges and agrees to comply with all applicable provisions of federal, state and local law, and all applicable ACPS published rules and regulations

(<http://www.acps.k12.va.us/board/manual/section-k.php>), including but not limited to:

- 1) **A. Termination:** ACPS has the right to terminate this Agreement at any time without penalty, for any reason including if it determines that this Agreement is having an adverse impact on the educational experience of students, and including without limitation if developments occur such that the partnership involves one or more of the prohibitions below.

B. If this or any other similar Agreement is terminated because of an adverse impact on the educational experience of students, or any violation of the conditions provided below or ACPS Policy, 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 ACPS 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 students, employees, faculty and/or representatives of the Partner shall be maintained by the student, employee, faculty and/or representative 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 students, employees, faculty and/or representatives of 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 students, employees, faculty and/or representatives of the Partner and ACPS employees who have a legitimate educational interest in the information.
- 7) **Participation:** Any participation by any student or School Board employee in any activity established pursuant to this Agreement shall be purely voluntary.

- 8) **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 Universities/Colleges.
- 9) **Background Check and Security Provisions:** The Partner shall inform its students that their internship placement with ACPS 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 student from any program administered on an ACPS site or facility.
- 10) **Conflict of Interest:** Both parties of this agreement expressly agree to comply with provisions of the Comprehensive Conflict of Interests Act (section 2.1-599 et. Seq.), the Virginia Governmental Fraud Act (section 18.1-498 et. seq.) and Articles 2 and 3 of Chapter 10 Title 18.2 of the Code of Virginia as amended.
- 11) **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, 2000 North Beauregard Street, Alexandria, Virginia 22311.
- 12) **Liability and Insurance Requirements:** Under no circumstances shall either party be responsible for the acts or omissions of either party's representatives, agents, employees and/or faculty, 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. Each party acknowledges that the other party and its respective representatives, agents and employees have sovereign immunity and that such immunity may not extend to the other party or its respective representatives, agents or employees. Each party shall obtain and maintain comprehensive bodily injury, property damage and professional liability insurance for all representatives, agents and employees 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.
- 13) **Indemnification and restitution:**
- a) The Partner will be solely responsible for the acts or omissions of its students, employees, agents, representatives or staff members under this Agreement.
 - b) ACPS will indemnify and hold harmless ACPS Board, its employees, representatives and/or agents (collectively referred to as the "ACPS Indemnified Parties").

- 14) **Certifications of Legal Compliance:** The Partner shall make every effort to emphasize to each student interning with ACPS 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. Partner agrees to direct its students interning with ACPS 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 no representatives, agents and employees of the Partner who have direct contact with ACPS students or provide services on ACPS property have 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
- 15) **Compliance with Federal Immigration Act of 1986.:** 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.
- 16) **Relationships of Parties:** Neither the Partner nor its students, representatives, agents, employees and/or faculty, 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 students, representatives, agents, employees and/or faculty. 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.

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;
- 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

Partner

By: _____
Dr. Margaret Walsh
Chief Policy and Student Support Officer

By: _____

Name: _____

Date: _____

Title: _____

By: _____
Dr. Alvin L. Crawley
Superintendent

Date: _____

Date: _____

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