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## "Partnership Agreement"

**This is not a partnership in the legal sense. Neither party can obligate or speak for the other. Instead, as used here, the term should be read to mean support of the Fairfax County Public Schools (FCPS) by the business or organization identified as a partner.**

**Form Instructions:** Complete this form by providing the requested information. Once the information is entered, use the Submit button above to forward the agreement and begin the internal FCPS review process. Once the review process is complete, personnel in DCCO's Office of Business and Community Partnerships will send you a hardcopy document signed by the superintendent for signature by the business or organization partner representative and school or departmental representatives. You are required to retain a copy of this agreement for not more than three years following the dissolution of your partnership.

Date (today)	Partnership Inception Date
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FCPS School or Department Name

FCPS School or Department Name - (initials or abbreviation, 10 characters or less)

Principal or Program Manager Name	Principal or Program Manager Title
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Address: Street	City	State VA	Zip
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Phone	Fax	E-mail address
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Student Council President (If applicable)

Legal Business or Organization name

Legal Business or Organization name - (initials or abbreviation, 10 characters or less)

Signatory Name	Signatory Title
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Address: Street	City	State	Zip
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Phone	Fax	E-mail address
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**To improve student achievement:**  
 The FCPS partner will enter details on page 2 of the agreement.  
 The Business or Organization will enter details on page 3 of the agreement.  
 The common details that both parties agree to will be entered on page 4 of the agreement.



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### "Partnership Agreement" between

\_\_\_\_\_ ( \_\_\_\_\_ )  
School or FCPS Department

and

\_\_\_\_\_ ( \_\_\_\_\_ )  
Legal Business or Organization name

Along with the completion of this "Partnership Agreement", school personnel are required to share and have signed this legal document.

On \_\_\_\_\_ a partnership has been entered into by \_\_\_\_\_ and

\_\_\_\_\_. They have entered into a partnership for the purpose of

improving student achievement. Specific details are on pages 2, 3, and 4 of this document..



## "Partnership Agreement"

To improve student achievement \_\_\_\_\_ will:

Help the business...



## "Partnership Agreement"

To improve student achievement \_\_\_\_\_ will:



## "Partnership Agreement"

To improve student achievement \_\_\_\_\_ and \_\_\_\_\_ together:



## **"Partnership Agreement"**

### **Compliance with School Board Policies and Regulations and Background Check Procedures**

Each employee, agent, or subcontractor of \_\_\_\_\_ **who performs work on the School's property** shall be subject to all reporting and fingerprinting requirements, criminal background investigations, personnel policies and regulations in effect from time to time during the Term to the same extent as if each such employee, agent, or subcontractor was an employee of the School Board. Prior to the commencement of the Term, \_\_\_\_\_ shall cause each employee, agent, or subcontractor to sign an agreement in form and substance satisfactory to the School Board containing such employee's, agent's, or subcontractor's agreement to abide by the School Board's Professional Expectations/Standards of Conduct (excerpt from Fairfax County Public Schools (FCPS) Substitute Teachers' Handbook).

### **Certification Regarding Criminal Convictions**

By the signature of its authorized official on this MOU, \_\_\_\_\_ certifies that neither the contracting official nor any employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. \_\_\_\_\_ agrees to remove from this contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions. In the event that the School determines that any employee, agent, or subcontractor, at any time during the Term, has failed to satisfy the requirements set forth in the Virginia Code with regard to reporting and fingerprinting requirements and/or criminal background investigations and criminal certification requirements, or otherwise fails to comply with applicable rules and requirements set forth in the School Board's Professional Expectations/Standards of Conduct, the School Board shall issue written notice of such determination to \_\_\_\_\_, and \_\_\_\_\_ shall promptly cause such employee, agent, or subcontractor to leave or be removed from the School Board's



## **"Partnership Agreement"**

property. In such event, \_\_\_\_\_ shall promptly assign a replacement who shall be acceptable in all respects to the School Board and shall agree, in writing, to abide by the terms and conditions of this Agreement, including without limitation, the confidentiality provisions set forth in this agreement hereof.

### **Illegal Alien Certification**

By the signature of its authorized official on this MOU, \_\_\_\_\_ hereby covenants and agrees that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

### **Student Records**

#### **Access to Pupil Records**

For purposes of obtaining access to Pupil Records in connection with the performance of this agreement, each employee, agent, or subcontractor of \_\_\_\_\_ shall abide by the requirements of Confidentiality of Student Records Section herein and shall be deemed to be the designated representative of the School Principal.

#### **Confidentiality of Student Records**

\_\_\_\_\_ hereby covenants and agrees that it shall maintain in strict confidence and trust, and that it shall cause each employee and all other agents, subcontractors, and authorized representatives of \_\_\_\_\_ to maintain in strict confidence and trust, all student records, reports and other documents or materials of any nature relating to any student enrolled in Fairfax County Public Schools (collectively, the "Pupil Records"). \_\_\_\_\_ shall not use or disclose, and shall take all reasonable steps necessary to ensure that no employee of \_\_\_\_\_ or agents, subcontractors, or authorized representatives shall use or disclose any Pupil Records. Upon expiration of the Term, or termination of this Agreement for any reason, \_\_\_\_\_ promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each employee of \_\_\_\_\_ and all agents, subcontractors, and authorized representatives of \_\_\_\_\_ promptly to deliver to the School Board, all Pupil Records. \_\_\_\_\_ shall (i) designate one employee to be responsible for ensuring \_\_\_\_\_ confidentiality of Pupil Records, (ii) train \_\_\_\_\_ Staff with regard to confidentiality responsibilities, and (iii) maintain at all times a list of Contractor Staff members with access to Pupil Records.



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### **Response to Information That Participating Pupil or Others Are at Risk of Harm**

\_\_\_\_\_ shall notify FCPS staff of information that has been disclosed or obtained in any form that suggests that a Pupil may be at risk for harming himself/herself or others and/or if the student has been harmed by someone else, to include abuse or neglect by a person responsible for the Pupil's care. \_\_\_\_\_ shall cooperate as necessary with School staff to comply with the current version of School Board Regulation 2115 which requires that a report be made to Child Protective Services within 72 hours of a suspicion of child abuse or neglect. \_\_\_\_\_ shall cooperate as necessary with School staff to comply with Section 22.1-272.1 of the Code of Virginia, requiring notification to parent or to Fairfax County Department of Social Services if the Participating Pupil is at imminent risk of suicide.

### **Appropriations**

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted. In the event that funding appropriation/program approval has not been granted, then the affected multi-year contract becomes null and void, effective July 1 of the fiscal year.

### **Provisions Required by Law Deemed Inserted**

Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted herein and hereby incorporated by reference and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion.





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## Notices

All notices and other communications hereunder shall be in writing and shall be hand-delivered, sent by fax and a duplicate copy transmitted by another method of delivery authorized hereunder, sent by certified first class mail, postage prepaid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand-delivered or sent by fax (with a duplicate copy transmitted by another method of delivery authorized hereunder), five (5) days after mailing if sent by mail, and one (1) day after dispatch if sent by express courier, to the following addresses and or fax numbers:

If to the Schools:  
  
Fairfax County Public Schools  
  
8115 Gatehouse Road  
  
Fairfax, Virginia 22042  
  
Attention: Jack D. Dale, Ed.D.  
  
Superintendent of Schools  
  
Fax: (571) 423-1007

If to:  
  
  
  
  
Attention:  
  
  
  
Fax:

Either party may designate, by notice given to the other in the manner prescribed herein, any further or different addresses and/or fax numbers to which subsequent notices shall be sent.

## Benefit of Memorandum of Understanding

This Memorandum of Understanding shall be enforceable and binding upon, and shall inure to the benefit of; the only parties hereto, their respective successors and permitted assigns. Nothing contained herein, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Memorandum of Understanding.



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### **No Waiver**

The failure by either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kinds shall be effective or binding, unless it is in writing and is signed by the party against whom such waiver is sought to be enforced.

### **Assignment**

This Memorandum of Understanding may not be assigned by either party, in total or in part or otherwise, to any other person or entity without the prior written consent of the other party hereto.

### **Survival of Representations**

All representations and warranties contained herein shall survive the execution and delivery of this Memorandum of Understanding.

### **Nature of Relationship**

Nothing contained herein shall have the effect of establishing or creating any joint venture or partnership between the parties or shall be construed to create the relationship of employer and employee between the parties.

### **Compliance with Laws**

Each of the parties to this Memorandum of Understanding covenants and agrees that it shall abide by all laws, rules and regulations applicable to the conduct of its business activities, and shall make and file all required reports, filings and affidavits required by federal, state or local law, rule or regulation.



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## Entire Memorandum of Understanding Amendment

This Memorandum of Understanding contains the entire understanding of the parties regarding subject matter hereof and supersedes all prior agreements, arrangements and understandings with respect thereto between \_\_\_\_\_ **and** \_\_\_\_\_. This Memorandum of Understanding may be amended, modified, superseded, cancelled, renewed or extended only by an agreement in writing executed by both parties hereto.

## Governing Law; Venue

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles. Any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

## Counterparts; Headings

This Memorandum of Understanding may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document. The underlined headings contained herein are for convenience only and shall not affect the interpretation of this Memorandum of Understanding. **IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers.

FAIRFAX COUNTY SCHOOL BOARD

By: \_\_\_\_\_  
Jack D. Dale, Ed.D.  
Superintendent of Schools

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Student Council President