Partnership Agreement (sample)

*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 collaborative support of and for the Fairfax County Public Schools (FCPS) by the business or organization identified as a partner.

Today’s Date: 

Partnership Inception (i.e. Fall 2018):

Meets Ignite Partnership Thresholds for (double click box and mark default value as “checked”):

- Mentoring
- Workforce Development
- Does Not Meet Ignite Thresholds
- Tutoring
- Arts
- Needs-based Donations
- Get2Green

**FCPS Partnering Entity Information (“FCPS” or “School”)**

FCPS School or Department Name:

FCPS Principal or Program Manager Name:

Title:

Address:

Phone:

E-mail:

**Business or Community Partner Information (“Partner”)**

Legal Business or Organization Name:

Abbreviated Name (if applicable):

Signatory Name:

Signatory Title:

Address:

Phone:

E-mail:

On _____________ a partnership has been entered into by ____________________________

and ____________________________, for the purpose of improving student achievement.
For Ignite Partnerships, FCPS has template language that will be cut-and-pasted here.

- Mentoring
- Tutoring
- Needs-based Donations
- Workforce Development (including STEAM)
  - Career Awareness
  - Career Awareness and Exploration
  - Career Awareness, Exploration and Preparation
- Arts
- Get2Green
Impact Statement
Please answer questions related to the partnership’s potential impact.

1. Please provide some background about your organization’s Mission/Vision/Beliefs as it relates to partnering and/or corporate social responsibility.

2. Please describe the partner’s planned activities, giving details about the assistance planned by the partner.

3. Please estimate the number of employees and volunteer hours the partner intends to contribute.

4. Please estimate the number of students to be supported served. (e.g. One classroom at one school, one grade in multiple schools, all students attending one school.)

5. Please list and describe in some detail the ways students will be impacted.

6. Please describe the intended goals and project some of the outcomes of this partnership.
Partnership* Agreement (sample)

To Improve Student Achievement **FCPS will...**

The goals and relevant FCPS Regulations of the partnership from Fairfax County Public Schools perspective will be described on this page.

For Ignite Partnerships, FCPS has template language that will be cut-and-pasted here.

**Important:** See page 7 of this sample agreement for language pertaining to:

- Volunteers & Students
- Compliance with Law
- Governing Law
- Insurance
- Certification
- No Assignment
- Counterparts
- Termination
- Entire Agreement
Partnership* Agreement (sample)

To Improve Student Achievement Partner will...

The goals and relevant FCPS Regulations of the partnership from the partnering organization’s perspective will be described on this page.

For Ignite Partnerships, FCPS has template language that will be cut-and-pasted here.

Important: See page 7 of this sample agreement for language pertaining to:

- Volunteers & Students
- Compliance with Law
- Governing Law
- Insurance
- Certification
- No Assignment
- Counterparts
- Termination
- Entire Agreement
Partnership* Agreement (sample)

To Improve Student Achievement FCPS and Partner together will:

The joint goals of the partnership will be described on this page.

For Ignite Partnerships, FCPS has template language that will be cut-and-pasted here.

Important: See page 7 of this sample agreement for language pertaining to:

- Volunteers & Students
- Compliance with Law
- Governing Law
- Insurance
- Certification
- No Assignment
- Counterparts
- Termination
- Entire Agreement
Partnership* Agreement (sample)

Volunteers & Students

Business/Community Organization acknowledges and agrees that it and its employees and agents who perform services pursuant to this Partnership Agreement shall comply with applicable FCPS published rules and regulations (www.fcps.edu), including regulations governing volunteers and mentors interacting with students, confidentiality of student records and information, and student safety, which are brought to their attention by FCPS.

Compliance with Law

Each party hereto covenants to abide by all applicable laws and regulations governing the conduct of its activities, including the making and filing of all required reports and filings.

Governing Law

This Partnership Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles.

Insurance

Partner shall maintain general liability insurance of at least $1,000,000 per occurrence and $2,000,000 in the aggregate for so long as this Agreement is in effect. FCPS maintains self-insurance for its liability.

Certification

As required by Virginia Code section 22.1-296.1(c), Partner certifies that all employees and other persons, who on its behalf will have direct contact with FCPS students in connection with this Agreement, have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

No Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

Counterparts

This Partnership Agreement 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.

Termination

Either party may elect to terminate this agreement at any time upon written notice to the other at the address stated on page 1.

Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only in writing signed by both parties.
IN WITNESS WHEREOF, the parties have caused this Partnership Agreement to be executed by their duly authorized officers.

FAIRFAX COUNTY PUBLIC SCHOOLS

By: ___________________________________  By: _______________________________
Scott S. Brabrand, Ed.D.
Superintendent of Schools
Fairfax County Public Schools

Date: ________________________________  Date: ________________________________

Please submit the agreement unsigned to jay.garant@fcps.edu. The agreement will be reviewed and once all parties agree to the language it will be routed for signatures beginning with the signature of the superintendent of Fairfax County Public Schools.