

School Partner Agreement

The School District of Philadelphia (“SCHOOL DISTRICT”), located at 440 N. Broad Street, Philadelphia, PA 19130, and _____ (“PARTNER”), located at _____, as of July 1, 2018 agree that the PARTNER shall carry out the services (the “Work”) set forth below for the SCHOOL DISTRICT; please attach additional letters or other documents, if any, describing the Work; the parties hereby incorporate these attachments, if any, into this School Partner Agreement (hereinafter “SPA”).

The Partner shall carry out its work and programs set forth in this instrument at no cost to the students, children, parents, school or SCHOOL DISTRICT.

Signed: _____

Signed: _____

SCHOOL DISTRICT Administrator

Signer’s Name, Title:	Vicki Ellis Executive Director
Preparer’s School/Office:	Office of Strategic Partnerships
Preparer’s Phone/E-mail:	215-400-5434, partnerships@philasd.org

for the PARTNER

Signer’s Name, Title:	Jane Doe, Ph.D.
Partner Phone:	215-555-5555
Partner Tax ID #	52-0000000

TERM

This SPA is for the 07/01/18 -- 06/30/19 period. This period is the “Term”.

AUTHORITY TO CONTRACT

The School Reform Commission authorized this Agreement by its resolution number A-20 dated March 15, 2018. The SCHOOL DISTRICT has no power to contract for the Work outside the scope of the resolution.

PROGRAM NAME: Example Program

PARTNER PROGRAM CONTACT INFORMATION

Name: Judy Doe
 Title: Program Manager
 Phone: 215-555-5555
 Email: jdoe@exampleprogram.org

PARTNER SCOPE of WORK, RESPONSIBILITIES and REQUIRED DOCUMENTS

A. SCOPE OF WORK

1. School Locations:

Academy at Palumbo

2. Program Start Date:
September 1, 2018

3. Program End Date:
June 1, 2019

4. Day(s) of Week Program/Services Provided:
Monday, Tuesday, Wednesday

5. Time of Day Program/Services Provided:
During school

6. Total Number of Students Served:
60

7. Grade Range of Students Suitable for Program/Services:
9-12

8. Specific student subpopulation(s) that program focuses on serving:
None

9. Service Delivery Method:
Tutoring, Mentoring

10. Primary Program Goals:
Prepare students for success in college, Increase student engagement through service-learning projects

11. Description of the Work that your program will be providing the School(s) identified above.

This is where a narrative description of the program can be included. If there are facets of the program that are not represented in the categories above, you may highlight them in this section.

B. PARTNER RESPONSIBILITIES

1. *Communication* – PARTNER shall communicate with School(s) and SCHOOL DISTRICT staff, both formally and informally, to ensure, to the best of the PARTNER's ability, that the PARTNER's services are aligned with the School(s) and SCHOOL DISTRICT's mission and objectives and are adequately meeting student's needs. At the request of School(s) or SCHOOL DISTRICT staff, PARTNER shall provide reasonable information to students participating in the PARTNER's program.

2. *School District Policies* - Ensure that all PARTNER personnel, and the personnel of any subcontractors, comply with any and all policies and systems in place at SCHOOL DISTRICT and School(s). This includes, but is not limited to, the following:

- a. **Drug and Smoke Free** - No drugs, alcohol, or smoking are allowed at any time in any buildings or grounds on SCHOOL DISTRICT property. Students, staff, visitors, subcontractors of PARTNER, or personnel of PARTNER subcontractors, shall not possess or use drugs at or anywhere near SCHOOL DISTRICT School(s) or property.
- b. **No Discrimination** - PARTNER shall not discriminate against or intimidate any employee engaged in the Work because of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. PARTNER agrees to comply with all applicable Federal and Pennsylvania laws.
- c. **Conflict of Interest** - PARTNER shall abide by and be subject to all applicable SCHOOL DISTRICT policies, regulations, statutes or other laws regarding conflicts of interest. PARTNER shall not hire any SCHOOL DISTRICT employee to perform the services in this SPA, and affirms that to the best of its knowledge no such conflict presently exists. PARTNER agrees to alert SCHOOL DISTRICT in writing if and when a potential conflict does arise.
- d. **Family Education Rights and Privacy Act (FERPA)** - PARTNER shall comply with the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the privacy of pupil and personnel records.
- e. **Standard of Care** – PARTNER shall perform the Work to the satisfaction of the SCHOOL DISTRICT.
- f. **Confidentiality** –PARTNER shall maintain strict confidentiality of all information acquired in connection with or as a result of this SPA that is generally not known to others (“Confidential Information”). PARTNER shall not disseminate such Confidential Information without the express written consent of SCHOOL DISTRICT. PARTNER shall comply with FERPA.

C. **REQUIRED DOCUMENTS** - PARTNER must submit to the SCHOOL DISTRICT the following documents:

1. Clearances:

- a. PARTNER shall submit to the SCHOOL DISTRICT the following current clearances (i.e., processed by the Commonwealth of Pennsylvania within 1 year prior to the PARTNER STAFF starting Work) for PARTNER STAFF:
 - i. FBI Background Check with Fingerprinting

- ii. PA Criminal Background Check
 - iii. PA Child Abuse History Clearance
- b. PARTNER shall submit clearances to the SCHOOL DISTRICT for PARTNER STAFF hired after this SPA has been executed.
- c. Arrests; Convictions. As required by 24 P.S. Section 1-111(j), the PARTNER shall ensure that its officers, employees, agents, and Subcontractors report any arrest or conviction for an offense listed in 24 P.S. Section 1-111 (e) within seventy-two (72) hours. The PARTNER shall report to the SCHOOL DISTRICT, in a prompt and timely manner, all notices and reports required, and all checks conducted, under Section 1-111(j).

2. Child Abuse Recognition and Mandatory Reporter Training

PARTNER STAFF shall receive training regarding Child Abuse Recognition and Mandated Reporting under Act 126. The training content and duration must meet the statutory requirements set forth in Act 126. All PARTNER STAFF shall submit to the SCHOOL DISTRICT a Certificate of Completion for the Recognizing and Reporting Child Abuse training.

3. Insurance

Submitting Your Certificate of Liability Insurance and Additional Insured Endorsement:

School Partners must provide evidence of insurance coverage specified below. Commercial General Liability insurance must be written on an “occurrence” basis and not a “claims-made” basis. The School Partner must: 1) name the District as an additional insured on the commercial general liability insurance policy, and 2) the insurer must also endorse this policy in a separate document.

A.) Two Required Insurance Documents to Submit:

1. Certificate of Insurance:

- a. Commercial General Liability Insurance: Limit of Liability: \$1 Million per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1 Million personal and advertising injury; \$2 Million in the general aggregate and \$2 Million aggregate for products and completed operations.
- b. Professional Liability Insurance: Limit of Liability: \$1 Million with a deductible not to exceed \$100,000. School Partner may permit its insurer to write this coverage on a claims-made basis, provided that the School Partner shall maintain coverage for occurrences arising out of services provided under the School Partner Agreement for a period of at least 3 years after services are provided, or shall provide for an extended reporting period of at least 3 years after cancellation of the policy.
 - i. Educator’s Legal Liability Insurance: For School Partners who have staff operating in a teaching capacity providing instruction to students. If relevant to your organization, this coverage must include Educator’s Legal Liability coverage of \$1 Million per occurrence single limit, and \$2

Million general aggregate coverage.

- c. Sexual Molestation Coverage: Coverage for wrongful physical or sexual contact must be included in the Commercial General Liability Insurance, Professional Liability Insurance, Educator's Legal Liability Insurance or purchased separately as a stand-alone policy.
- d. Workers' Compensation:
 - i. Workers' Compensation: limits shall be the statutory limits.
 - ii. Employers' Liability Insurance Limit of Liability:
 - (1) \$100,000 Each Accident – Bodily Injury by Accident;
 - (2) \$100,000 Each Employee – Bodily Injury by Disease; and
 - (3) \$500,000 Policy Limit – Bodily Injury by Disease.
 - iii. If the contractor is exempted from Workers' Compensation, please provide a statement as to why the exemption applies (e.g. owner of company with no employees and as owner waiving workers' compensation).
- e. Automobile Liability Insurance: If School Partner will be using motor vehicles in connection with the Work, the limit of liability is \$1 Million per occurrence combined single limit for bodily injury (including death), and property damage liability arising from owned, non-owned, and hired vehicles.

Additional Instructions for Completing the Certificate of Liability Insurance:

- "The School District of Philadelphia, 440 N. Broad Street, Suite 325, Philadelphia, PA 19130" must be named as the Certificate Holder.
- The Certificate must have an original signature of the authorized representative. The Office of Risk Management will accept a computer generated signature but not a "stamped" or "typed" signature.
- The Cancellation Clause must read, "Should any of the above described policies be cancelled before the expiration date thereof, the insurance company will mail 30 days written notice to the certificate holder named to the left."
- In the "**Description of Operations**" section, it must be written that, "The School District of Philadelphia, its officers, employees and agents, shall be named as additional insured, per written contract."
- The NAIC number(s) must be listed for each insurance company affording coverage.
- Please find a sample insurance certificate at the link below:
<https://www.philasd.org/strategicpartnerships/wp-content/uploads/sites/83/2017/07/certsample.pdf>

2. Additional Insured Endorsement:

Please find a "sample" Additional Insured Endorsement at the link below, which may differ depending on the type of form the insurance company uses:

<https://www.philasd.org/strategicpartnerships/wp-content/uploads/sites/83/2017/07/Sample-Additional-Insured-Endorsement.pdf>

B.) Submit insurance documents to spainsurance@philasd.org.

C.) For insurance related questions, contact Cheryl Rollins, Office of Risk Management, at

crollins@avigrp.com.

RESPONSIBILITIES OF SCHOOL DISTRICT

- A. Space** – Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the PARTNER.
- B. Janitorial Service** – Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. Coordination** – Provide a School Liaison or contact person at the school-level to assist the PARTNER with on-site coordination.

STUDENT DATA

- A. FERPA** - FERPA is a Federal law that establishes a right of privacy for student data, and prohibits the improper disclosure of personally identifiable student information derived from education records. Identifiable student data protected under FERPA includes, but is not limited to: grade and test score information, discipline reports, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability.
- B. Data Requests** – A PARTNER seeking data for the purposes of research or program evaluation must complete the Office of Research and Evaluation’s Data Request Form. The SCHOOL DISTRICT does not provide student-level data to individual organizations implementing programs. For aggregate data or requests for school-level data please use the link below:

<https://www.philasd.org/performance/programsservices/data-requests/>

- C. Data Ownership** – The SCHOOL DISTRICT retains and reserves its ownership of, and all right, title and interest in, all data provided to the PARTNER in connection with this SPA. PARTNER agrees that the SCHOOL DISTRICT grants to the PARTNER a limited, revocable, nonexclusive right to use any such SCHOOL DISTRICT data solely for the PARTNER’s use in carrying out the Work set forth in this SPA, and in conformity with FERPA and other Applicable law. SCHOOL DISTRICT data includes any information and data developed by the PARTNER, e.g., by populating a database, as part of or associated with the Work set forth in this SPA. Upon the expiration or earlier termination of the Term of this SPA, the PARTNER shall promptly and not later than ten (10) business days after a request by the SCHOOL DISTRICT, return or destroy all SCHOOL DISTRICT data in the possession or control of the PARTNER. If the PARTNER returns SCHOOL DISTRICT data, PARTNER shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

PROGRAM EVALUATION

If available, please submit an evaluation report on your program conducted by a third party evaluator. If you do not have a third party evaluation, please submit details of the theoretical framework supporting your program’s approach and/or programming (at the link provided).

TERMINATION

Either Party may terminate this SPA at any time, without cause, with thirty (30) days written notice to the other Party. The Parties may amend this SPA by mutual written consent. All amendments must be in writing and signed by the Parties.

TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** SCHOOL DISTRICT has engaged PARTNER through this SPA as an independent contractor to carry out the Work. PARTNER and PARTNER STAFF are not employees or agents of the SCHOOL DISTRICT and have no authority to represent the SCHOOL DISTRICT or legally bind the SCHOOL DISTRICT to any agreement.

2. **SUBCONTRACTS AND ASSIGNMENTS.** PARTNER shall not subcontract or assign the Work or any obligations under this SPA to any other party without first obtaining the prior written consent of the SCHOOL DISTRICT, which the SCHOOL DISTRICT may grant, condition, or deny at its sole discretion.

3. **SITE LICENSE.** If the PARTNER carries out any of the Work on School District premises, SCHOOL DISTRICT grants PARTNER a limited, revocable license to use SCHOOL DISTRICT Program Site(s) as required in order to provide the Work. PARTNER shall follow all rules and regulations that apply to its use of the Program Site(s).

4. **LICENSE; PROPERTY RIGHTS.** For the duration of the Term, the PARTNER grants to the SCHOOL DISTRICT the royalty-free right to use, reproduce, distribute copies of, display, and perform, all materials, including without limitation studies, media, curricula, and other things of any nature, developed or delivered as part of the Work of this SPA. The Work and any materials delivered by the PARTNER under this SPA shall not infringe on any valid patent, trademark, trade name or copyright, and the PARTNER shall, at its own expense, defend any and all actions or suits charging such infringement, and indemnify and hold the SCHOOL DISTRICT harmless in the case of such action or suit. The PARTNER acknowledges and agrees that all original work created by the PARTNER as part of its Work are specially ordered by the SCHOOL DISTRICT and shall be considered “work for hire” as defined in 17 U.S.C. § 101(2).

5. **AUDIT; MAINTENANCE OF RECORDS.** During the Term of this SPA and for a period of six (6) years after its expiration or termination, the SCHOOL DISTRICT, the Controller of The City of Philadelphia, the Commonwealth of Pennsylvania, including its Auditor General, or, if this SPA involves the use of federal funds, the federal department or agency, or any of their authorized representatives, may audit any and all aspects of PARTNER’S performance under this SPA. PARTNER shall keep all records and documentation regarding this SPA for at least six (6) years following the expiration of termination of this SPA.

6. **GRANT FUNDING.** If the PARTNER pays for any of the Work with funds received by the PARTNER as a grant, or on any other terms, from any source, including the United States of America, the Commonwealth of Pennsylvania, The City of Philadelphia, including any department or agency thereof, or from any private charity or foundation, then the PARTNER shall comply with the terms of the applicable grant contract. The PARTNER shall give the School District a copy of the grant on request by the SCHOOL DISTRICT.

7. **SCHOOL DISTRICT IMMUNITIES; SELF-INSURANCE.** The SCHOOL DISTRICT, its officers, employees and agents, and the members of the School Reform Commission and the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 *et seq.*, and do not waive the defenses of governmental and official immunity under these laws. PARTNER acknowledges and agrees that the SCHOOL DISTRICT self-insures for general liability, automobile liability, workers compensation and other purposes.

8. **DEFENSE; INDEMNITY; HOLD HARMLESS.** PARTNER shall defend, indemnify, and hold harmless the SCHOOL DISTRICT from and against any and all claims, actions, suits, judgments, liabilities, damages, losses, expenses, and costs caused by SCHOOL PARTNER’S use or occupancy of the Premises, or caused by PARTNER’S breach of any covenants, terms, or conditions of this SPA, or caused by the negligence of PARTNER, or caused by any of its students, members, guests, visitors, invitees, representatives, agents, or employees, and from and against all costs, attorneys’ fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. The

SCHOOL DISTRICT shall give the PARTNER timely notice of any claim which the SCHOOL DISTRICT considers likely to result in a demand by the SCHOOL DISTRICT of the PARTNER to defend, indemnify, and save the SCHOOL DISTRICT harmless therefrom. This obligation of the PARTNER to indemnify the SCHOOL DISTRICT is separate and distinct from the PARTNER's obligation to insure hereunder.

9. GOVERNING LAW; JURISDICTION; VENUE. This SPA shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. The Parties shall file any lawsuit involving this SPA only in the state or federal courts sitting in Philadelphia, Pennsylvania.

10. SEVERABILITY. If a court rules that any part of this SPA is invalid, the Parties agree that the parts of the SPA not invalidated by a court remain in effect.

11. MERGER CLAUSE. This SPA constitutes the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, oral or written, relating to the subject matter of the agreement.

12. INTEGRATION. This SPA, including its exhibits and attachments, sets forth the entire agreement between the parties and supersedes all prior oral and written agreements and statements, as well as any and all course of dealing, all of which the parties have fully integrated herein. No amendment or modification shall have any effect unless in writing and signed by both parties. Any provisions of this SPA which contemplate performance by a party after the expiration or earlier termination of this SPA shall survive and be enforceable after such expiration or termination, including, without limitation, indemnification. This SPA legally binds the parties and their respective successors and assigns.

13. NO PARTNERSHIP OR AGENCY. The relationship of the Parties under this SPA does not constitute, and no person or party shall construe this SPA to constitute, a partnership, or to evidence a partner relationship between the Parties under Pennsylvania law. Anything in this SPA to the contrary notwithstanding, including but not limited to any references to a "partnership" or "partner" relationship, the Parties have not created, do not intend to create, and no party, nor any other person, including any court or other tribunal, shall construe anything set forth in this SPA as creating a joint venture between the SCHOOL DISTRICT and the PARTNER with respect to the Work. Neither the PARTNER nor the SCHOOL DISTRICT shall have any power to bind the other Party in any manner whatsoever to any third party. The PARTNER does not function as an agent of the SCHOOL DISTRICT in any dealings with any third party.

14. DEFINITIONS

1. "Applicable Law" means and includes all federal, state, and local statutes, ordinances, resolutions, and regulations, including the rules and regulations of any government authority, SCHOOL DISTRICT rules, regulations and policies applicable to the SCHOOL DISTRICT, the SCHOOL PARTNER, and the Work, and includes all applicable case law, court orders, injunctions, and consent decrees.
2. "FERPA" means the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g, as amended; 34 CFR Part 99, as amended).
3. "Party" means either the SCHOOL DISTRICT or PARTNER. "Parties" means the SCHOOL DISTRICT and PARTNER.
4. "School Liaison" is a contact person at the school-level who is designated to assist the PARTNER with on-site coordination.
5. "SCHOOL DISTRICT" means The School District of Philadelphia.
6. "PARTNER" is an entity that provides services, programming or both to SCHOOL DISTRICT schools at no cost to the SCHOOL DISTRICT, schools, students, parents, or guardians.
7. "PARTNER STAFF" are all individuals engaged by the PARTNER, including subcontractors or agents of the PARTNER, paid or unpaid, who: 1) have "direct volunteer contact" with students — meaning the care, supervision, guidance, or control of students, and 2) routine interaction with students — meaning regular and repeated contact that is integral to the individual's employment or volunteer responsibilities, in accordance with 23 Pa. C.S.A. §§ 6303-6358, as amended (PA Act 15 of 2015).
8. "Work" means the programs, services, or both, that the PARTNER has agreed to carry out pursuant to this SPA.