

Partner Agreement
between
Richmond Public Schools
and
Richmond Community of Caring

This Partner Agreement (PA) sets forth the terms and Agreement between Richmond Public Schools (RPS) and RICHMOND COMMUNITY OF CARING (RCOC)

Background

The Richmond Community of Caring exists to promote development and positive relationship skills by providing professional training and guidance on the implementation of the unique Community of Caring national model and five (5) core values (caring, respect, responsibility, trust and family).

Richmond Community of Caring collaborates with Richmond Public Schools and community partners to improve, transform and sustain a positive school culture and climate that is safe and supportive for all members of the community.

Purpose

The purpose of this Agreement is to outline the partnership between RCOC and RPS and to establish roles and responsibilities of each party.

Responsibilities of RCOC

- 1) The RCOC will be held in the following eight schools **(8) RPS schools: Bellevue Elementary School, Chimborazo Elementary School, Fairfield Court Elementary School, George Mason Elementary School, Overby-Sheppard Elementary School, Woodville Elementary School, Martin Luther King, Jr. Middle School and Armstrong High School;**
- 2) Ensure that each of the eight (8) schools assigns a Lead Teacher to write a comprehensive school wide plan for a school wide program that incorporates COC five (5) core values;
- 3) Pay the Lead Teachers a stipend for their leadership regarding this program;
- 4) Ensure that each RCOC school has a quarterly plan for each quarter which outlines activities which promote and support character education within the school. The quarterly plan will be provided to the Coordinator of Community Partnerships no later than one (1) week after the start of each quarter. The plans should incorporate how the students are progressing under the plan and whether the plan is sustainable. The action plan will contain the following:
 - a. The activities planned that promote character education;
 - b. When the activities will be held (dates and times);
 - c. Anticipated student and administration response based on past events;
 - d. How the action plan is grade appropriate for the school in which the action plan

- is being implemented;
- 5) Conduct a monthly professional development with the Lead Teachers to monitor progress regarding the semester plans and to ensure alignment with the RCOC core values.
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Responsibilities of RPS

RPS does not have any responsibilities under this PA.

Results

RCOC will provide its quarterly reports from each school to the Coordinator for Community Partnerships after each semester to ensure fidelity with the semester plans. These plans will be sent to the Coordinator for Community Partnership no later than seven (7) days after the end of each quarter. Additionally, RCOC will provide quantifiable data regarding the results of its interventions during the 2019-2020 school year to the Coordinator for Community Partnerships no later than July 15, 2020. RCOC will provide quantifiable data regarding the results of its interventions during the 2020-2021 school year to the Coordinator for Community Partnerships no later than July 15, 2021.

Certification

RCOC certifies to RPS by the signing of this document that all employees and/or volunteers who will have direct contact with students and/or will be present on RPS property when school age children are present have not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child. Such certification will be attached to this PA. Convictions for all felonies and certain misdemeanors are strictly prohibited. Please refer to the Volunteer and Partner Background Prohibited Sheet for more information. If it is discovered RCOC did not notify RPS of a charge or conviction of one of its employees and/or volunteers participating in the program of a felony or any offense listed on the strictly prohibited list, RPS may terminate this PA immediately upon written notification to the RPS and RCOC. If the program is discontinued due to the failure of RCOC to notify RPS of the charge or conviction of one of its employees and/or volunteers participating in the program of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child, permission of any and all employees and/or volunteers of RCOC to have direct contact with students and/or enter upon an RPS campus will be immediately revoked.

RCOC agrees that, at the request of RPS, an employee and/or volunteer assigned to the program(s) subject to this Agreement, will be reassigned to a more appropriate placement in RPS or will be removed from RPS completely, if it is discovered that the employee or volunteer is engaged in activities that, while not criminal in nature, makes their placement inappropriate in their current school placement or in RPS in general.

Confidentiality

RCOC agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Va. Code §22.1-287, for any and all student records and information that it receives from RPS. Additionally, RCOC agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student health records and information, including but not limited to the Health Information Portability and Accountability Act (HIPAA) and Va. Code §32.1127.1:03, for any and all student health records and information that it receives from RPS. Under no circumstances will any and all information provided by RPS be released by RCOC to any third party without the written permission of the parent or guardian of the student participating in the program and/or the adult student participating in the program.

Limited Liability of RPS

RPS shall not be responsible for any and all personal injury and/or property damage that occurs to the employees, volunteers or participants of RCOC while on and/or traveling to and/or from and/or between any RPS property, and/or involved in any activities that are being held or implemented pursuant to this Agreement.

Value

RCOC provides monthly professional development to the lead teacher(s) in each respective RCOC school. Lead teachers are compensated with a \$1500 stipend yearly, paid by RCOC for the coordination of program services in their respective schools. Please see the attached program budget. RPS does not pay any money or expenses related to the delivery of this program.

Duration

This PA may be modified in writing by the mutual consent of authorized officials from RPS and RCOC. This PA shall become effective upon signature by the authorized officials from both parties and will remain in effect until June 30, 2021. Either party can terminate this Agreement for any reason with 60 days written notice.

Anti-Discrimination:

RCOC will not discriminate against any student or staff who wants to participate in its activities because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, and/or any other basis prohibited by federal or state law relating to discrimination, except where the disability is such that, even with reasonable accommodations, the disability prevents the student or staff member from meaningfully participating in the activity. However, per the terms of this agreement, if the disability prevents a student or staff member who would like to participate from meaningfully participating in the program, RCOC will offer a similar but alternative activity where a person with a disability could more meaningfully participate.

Mutual Agreement

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both RCOC and RPS.

Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this PA shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this PA.

No Waiver

Any failure of a party to enforce that party's rights under any provision of this PA shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

Governing Law

This PA shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Binding Effect


This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. The parties are bound under the terms of this PA only to the extent funds are available to perform its obligations hereunder.

Contact Information

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Signed


_____/ 5/12/2020
Mr. Jason Kamras, Superintendent Date

Richmond Community of Caring
April 2020

Richmond Public Schools

Anne Harris 5/6/2020
Anne Harris/Executive Director Date
Richmond Community of Caring

Approved as to form by the Counsel of the School Board of the City of Richmond:

Harrell & Chambliss LLP 5-12-20
Harrell & Chambliss LLP Date