

Partner Agreement
between
Richmond Public Schools
And
NextUp RVA

This Partner Agreement (PA) sets for the terms and understanding between Richmond Public Schools (RPS) and NextUp RVA, Inc. (NextUp).

Background

NextUp is a collaborative community initiative working to ensure that RPS middle school students engage in meaningful expanded learning and Out of School Time (OST) programs. NextUp is comprised of business and community leaders, city and school officials, educators, and foundation and nonprofit directors collaborating to build and sustain an integrated, quality expanded learning system throughout the city.

NextUp currently operates at three sites, Henderson, Boushall and Lucille Brown middle schools. The goal of NextUp is to provide all RPS middle schools with access to high quality expanded-learning OST experiences through NextUp by the year 2020.

NextUp provides daily academic support, electives, field trips, and service projects to students through contracts with vetted program providers. By enhancing academic and developmental progress for RPS students, NextUp's intent is to create a stronger learning culture both in and out of the classroom. From leadership to logistics, the focus of NextUp is on improving student outcomes, both academically and socially.

Purpose

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

Responsibilities of NextUp

- 1) NextUp will provide its sites access to high quality expanded-learning OST experiences and recreational after-school activities. Programing length (days per week and times) will be determined by each school principal in partnership with NextUp.
- 2) NextUp will secure a comprehensive youth development organization as a site coordination agency to manage all aspects of day-to-day operations. The RPS Community Partnerships Coordinator will be part of the team that chooses the site coordination agency.
- 3) NextUp will ensure the site coordination agency will house one FTE program coordinator at each site and that coordinator will work to integrate his or herself with and engage the school's staff to bridge the school day and after-school time.
- 4) NextUp will secure qualified program providers to deliver quality enrichments in the areas of STEAM, Mentoring/Leadership, Sports/Health and academic support using a competitive application process.
- 5) NextUp will provide standards of quality and professional development regarding positive youth development to NextUp partners and will make professional development available to school staff.

- 6) NextUp will pay for RPS transportation and security beyond normal RPS operations. Normal RPS operations includes the provision of activity buses. NextUp participants are allowed to ride already allocated activity buses home. NextUp understands that the allocation and timing of activity buses are the discretion of the building principal. If additional buses are needed beyond the allocated buses, NextUp agrees to pay for RPS transportation at-cost. NextUp agrees it will pay for those costs within 30 days of being invoiced for the same.
- 7) NextUp will inform the RPS Office for Community Partnerships of all NextUp program providers and vendors within 10 days of the start of the program sessions and will inform the Office for Community Partnerships of any changes in providers and vendors within 15 days of such changes.
- 8) NextUp will disseminate blank permission forms and collect signed permission forms from the parents/guardians of students who elect to participate in the program.
- 9) NextUp will honor the provisions and expectations of the Data Sharing and Confidentiality Addendum between RPS and NextUp.
- 10) NextUp will include a seat on its Board for the Superintendent of RPS, as well as seats on its Advisory Committee for additional RPS leadership, as designated by the Superintendent.
- 11) NextUp will pay for RPS security at its current schools outside the normal operating hours of the program. The amount of security will be determined by the Assistant Superintendent for Support Services on an annual basis. NextUp will be invoiced by RPS every thirty (30) days for these services.
- 12) NextUp remains responsible for the acts and omissions of the program providers and vendors that it brings onto RPS property.

Responsibilities of RPS

- 1) RPS will support NextUp with data collection and analysis as outlined in the separately executed Data Sharing and Confidentiality Addendum.
- 2) RPS will provide free office space, including a phone, computer and internet for one site coordinator and one integrated services coordinator (CIS staff), and reasonable storage space at each NextUp school site.
- 3) RPS will allow NextUp participants to ride already allocated activity buses home. If additional buses are needed beyond the allocated buses, NextUp agrees to pay for RPS transportation at-cost.
- 4) RPS will provide, through the Office of Community Partnerships, two opportunities throughout the year for NextUp to address all middle school principals to communicate activities, outreach and to elicit feedback.
- 5) RPS Superintendent will serve as an active member of the NextUp Board of Directors
- 6) RPS will provide NextUp with reporting guidelines and schedule through the Office of Literacy Assessment and Research for data collection purposes.
- 7) RPS agrees to provide NextUp classroom, cafeteria and gym space on the days indicated on the NextUp calendar each week for the time period stated at the school building so long as the space is not needed for an activity that is being sponsored by the school or RPS. These arrangements will be made prior to the start of the school year with the school principal.
- 8) RPS agrees it will make every attempt to have the building administrator give NextUp at least twenty-four (24) hours' notice if the space reserved for NextUp will not be available for use by NextUp on a particular day or for a particular period of time.
- 9) RPS will initiate a yearly meeting to discuss availability of funding for transportation and

security and or programming no later than June 30th of each year.

Results

NextUp is seeking the following outcomes:

- Engage at least 20% of the school's population in Year 1, 30% in Year 2 and 40-45% in Year 3 and over.
- Improve student school-day attendance and reduce chronic absenteeism as evidenced by student data provided by RPS for students participating in NextUp.
- Increase student engagement and well-being as evidenced by improvements on the Survey of Academic and Youth Outcomes (SAYO) assessment administered twice a year for students participating in NextUp.

The final report on outcomes will be published no later than September 30th of the following school year and a copy will be provided to the Superintendent and Office of Community Partnerships prior to any public release of the outcomes.

Certification

NextUp certifies to RPS by the signing of this document that all volunteers and employees of NextUp, as well as the volunteers and/or employees of its program provider or vendors, 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 that NextUp did not notify RPS of a charge or conviction of one of its volunteers and/or employees participating in the program, and/or the volunteers and/or employees of its program providers or vendors, of a felony or any offense listed on the strictly prohibited list, RPS may terminate this PA immediately upon written notification to NextUp. If the program is discontinued due to the failure of NextUp to notify RPS of the charge or conviction of one of its employees or volunteers, or the volunteers and/or employees of its program providers or vendors, 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 volunteers and/or employees of NextUp to have direct contact with students and/or enter upon an RPS campus will be immediately revoked.

NextUp agrees that, at the request of RPS, an employee 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

NextUp agrees that it complies 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, NextUp 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 the information discussed in this subsection be released by NextUp 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.

Anti-Discrimination

NextUp 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, 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, NextUp will offer a similar but alternative activity where a person with a disability could more meaningfully participate.

Data Sharing

NextUp must provide RPS with a written release/permission, signed by the parent/guardian of the student participating in the program or the adult student participating in the program, to receive information about the student prior to receiving any information from RPS about the student. Permission is deemed given to outside agencies to be present in meetings only, without written consent, if the parent/guardian or adult student is accompanied to the meeting by a representative of the outside agency at the request of the parent/guardian, adult student.

Any and all approved recipients of data obtained from RPS must obtain written permission from RPS prior to sharing any information with any third party.

In order to carry out the terms of the agreement between NextUp and RPS, NextUp will handle sensitive information in the possession of RPS which is specific to employees, students, families, District function, or other government entities. "Sensitive Information" is information which is not generally available to the public. Employees, volunteers, and subcontractors of NextUp who have access to sensitive information will not, under any circumstances, remove Sensitive Information from any RPS facility.

RPS discourages the storing of sensitive information on a portable storage device, but understands that such storage may be needed to process the information. Therefore, any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the confines of a RPS facility.

No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed written consent of the Information Security Manager of RPS or Executive Director of Information Communication & Technology Services (ICTS) of RPS. Any access to RPS information by contract workers from outside the RPS intranet shall be in accordance with existing Information Systems Technology (IST)/ RPS Technology department security policies and procedures.

In addition to above, both parties agree that they will adhere to the separately executed Data Sharing and

Confidentiality Addendum that is in effect at the time of this PA.

Limited Liability of RPS

RPS shall not be responsible for any and all personal injury and/or property damage that occurs to the employees, partners, program providers, volunteers, vendors and/or participants of NextUp while traveling to and/or from and/or between and/or while on any RPS property and/or while engaged in any activities pursuant to this Agreement.

Value

The annual NextUp site-based budget of direct expenses ranges \$475,000 to \$650,000 depending upon the capacity of students enrolled and hours of operation. NextUp estimates the total value of its services for an academic year at Henderson, Boushall and Lucille Brown to be \$1,500,000 in direct costs. RPS may support NextUp with transportation, security and funding depending on available funds year to year. RPS and NextUp will meet to discuss availability of funding for the upcoming school year no later than June 30th of each year.

Duration

This MOU may be modified in writing by the mutual consent of authorized officials from RPS and NextUp. This MOU 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 30 days written notice.

Mutual Agreement

This understanding 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 NextUp and RPS.

Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this MOU 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 MOU.

No Waiver

Any failure of a party to enforce that party's rights under any provision of this MOU 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 MOU 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 MOU only to the extent funds are available to perform its obligations hereunder.


Contact Information

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Signed

_____/_____
Thomas Kranz, Interim Superintendent Date
Richmond Public Schools

_____/ 12/21/17
Barbara Couto Sipe, Executive Director Date
NextUp RVA

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

_____/_____
Harrell & Chambliss LLP Date