**STRATEGIC PARTNERSHIPS PACKET**

**COVER SHEET**

Thank you for your interest in pursuing a formal partnership agreement with CMS. In this packet, you will find the following:

1. **A Memorandum of Understanding (MOU) template.**

* Please complete all the highlighted areas.
* Send it back to [partnerships@cms.k12.nc.us](http://www.partnerships@cms.k12.nc.us), unsigned and in a **Word file**. We will collect signatures electronically via DocuSign.

1. **A Certificate of Insurance (COI) sample template.** Please request a completed COI from your insurance provider and send us a copy based on the sample provided.

* Coverage may vary according to program logistics.
* Please ensure you have the mandatory Physical Abuse/Sexual Molestation Coverage.

1. **Best Practices for Student Safety Reporting (page 10).** Attached is a Best Practices guide for reporting concerns involving student safety. Please provide this guide to all employees and volunteers working under this MOU.

It is always a pleasure to work with committed partners like you.

In partnership,

CMS - Strategic Partnerships

4421 Stuart Andrew Blvd., Suite 250

Charlotte, NC 28217

Memorandum of Understanding between <ORGANIZATION NAME> and The Charlotte-Mecklenburg Board of Education

This Memorandum of Understanding (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by and between The Charlotte-Mecklenburg Board of Education (hereinafter, “CMS” or “CMBE”) located at 4421 Stuart Andrew Boulevard, Charlotte, North Carolina and [XYZ Organization’s Name] (hereinafter, “XYZ” or “Organization”), collectively referred to as “Parties” or individually referred to as a “Party.”

1. **Insurance and Indemnification.** The Organization shall maintain a commercial general liability insurance that shall protect the Organization from claims of bodily injury or property damage which arise from performance under this Agreement, including the Use of Facility. The policy limits on such insurance shall not be less than $1,000,000 each occurrence/ $2,000,000 aggregate. Certificates of insurance shall be furnished by the Organization to the CMBE and shall list the “Charlotte-Mecklenburg Board of Education” as certificate holder and additional insured and contain the provision that the CMBE be given thirty (30) days written notice of any intent to amend or terminate by either the Organization or the insurance company. The Organization agrees to indemnify, defend, and hold harmless the CMBE, its agents, officers, employees, volunteers and assigns from and against all claims, losses, costs, damages, expenses, attorney’s fees, and liability that it may sustain arising from or connected with the Organization’s use of the facilities and while carrying out the programs and activities covered under this Agreement.
2. **Confidentiality.** All student information provided by CMBE is considered confidential under this Agreement as well as under The Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students’ education records. To the extent that the Organization has access to any personally identifiable information from students’ education records, the Organization agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not re-disclose this information to any other party for any reason. In addition to complying with all applicable laws concerning the privacy of student records, the Organization's Staff will comply with all applicable federal and state regulations governing the student records, including FERPA.
3. **Clearance Verification Process.** The Organization is responsible for completing the clearance verification process for its staff participating in this program/initiative and all its volunteers. The Organization shall cause its employees and volunteers (volunteers must be 18 years or older and cannot be a current K-12 student), prior to performing any services under this Agreement, to complete the online CMS volunteer application using the link [www.cmsvolunteers.com](http://www.cmsvolunteers.com) and receive the required clearance status of unsupervised. The Organization shall enter the names and date of birth of the Organization's employees and volunteers into Fulcrum - CMS Volunteer Management System to verify the registration and clearance status of its staff and volunteers. If any of the Organization's employees or volunteers fail to meet this requirement, they will not be allowed on CMS's premises or participate in programs in connection with this Agreement.
4. **Termination**. This Agreement may be terminated by either Party for any reason by giving written notice of termination to the other Party at their current office address at least thirty (30) days prior to the date of termination specified by the terminating Party in such notice.
5. **Expenses.** Any expenses related to the provision of services incurred by the Organization shall be the sole responsibility of the Organization.
6. **Independent Entities**. The provisions of this Agreement are not intended to create and shall not be interpreted to create a joint venture, a partnership, or any similar relationship between the Parties. No officer, manager, director, employee, agent, affiliate, or contractor of any contractor shall be deemed to be an officer, manager, director, employee, agent, contractor, or sub-contractor of CMS. No contractor will have an express or implied right, power, or authority to bind any other contractor.
7. **Term.** The term of this Agreement shall be from (insert start date) through June 30, xxx or until such date as this Agreement is terminated as set forth in Section 4.

For clarification, the responsibilities of the Parties shall be described in “Attachment A” that is attached here and incorporated herein. This Agreement supplements any other agreements into which the Parties may have previously entered. To the extent any such agreement(s) are inconsistent or in conflict with this Agreement, the terms of this Agreement shall prevail.

**APPROVED AND AGREED BY:**

**<ORGANIZATION NAME>** **THE CHARLOTTE-MECKLENBURG**

**BOARD OF EDUCATION:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative Designated Board Representative

Name and Title Department

Name and Title

**Attachment A**

The purpose of Attachment A is to clarify the responsibilities of [insert name of the Organization] and CMS.

1. **[ORGANIZATION’S NAME] RESPONSIBILITIES**
2. Collaborate with the CMS Project Coordinator to clearly define responsibilities of the Organization in an outline format. By way of example but not limitation, the outline could include use of technology, CMS background checks, and/or any project milestones.
3. Prior to performing any services under this Agreement, comply with the volunteer and staff clearance verification process as stated in section 3 of this document. The Organization must complete the clearance verification process in Fulcrum – CMS Volunteer Management System for its staff and volunteers , and should only approve the participation for those that are registered, active and have received the required clearance status of unsupervised before starting the program. The Organization must remain in continuous communication with the Partnerships Office , and report changes (school assignment, roles and responsibilities) to volunteers and staff as soon as possible.
4. Provide all materials necessary to the successful deployment of the program(s).
5. For virtual programs, partners must utilize a password-protected platform and provide the assigned school contact the protected information to the virtual meeting link (e.g., Zoom or Google Meet). If the program is not an intervention and if it is not offered during school/class hours, the link must be shared with school staff and available to parents if requested.
6. Include a parental consent form requirement for all participants before starting the program. Parental consent forms must include a description of expectations of students and mentors/volunteers for virtual interactions.
7. Use CMS facilities only for the use of the programs and activities covered under this Agreement, and in a safe and orderly manner in accordance with Attachment C, and with all applicable laws, regulations, and rules. The Organization is responsible for the rental cost of facilities, if activities extend school hours.
8. If Organization collects or requests any student data or information (i.e., student names, student roster, demographics, addresses, contact information, etc.), a data sharing agreement with the CMS Accountability Department must be in place prior to collecting or requesting data, according to Attachment D. The CMS Project Coordinator for this Agreement will facilitate the process.
9. Submit a final report to the CMS Project Coordinator before the expiration date of this Agreement that includes the following metrics: 1) Number of students served, 2) List of schools served, 3) Estimated partnership investment in the program, and 4) Outcomes and Outputs of the program.
10. **CMS RESPONSIBILITIES**
    1. Collaborate with the Organization’s Project Coordinator to clearly define responsibilities of CMS in an outline format. By way of example but not limitation, the outline could include the use of technology, CMS background checks, and/or any project milestones.
    2. Facilitate coordination between the Organization and any CMS Department as needed to provide quarterly and End of Year (EOY) academic performance data on students within the program based on existing CMS Policies and Procedures.
    3. Support the Organization as it works with school leaders to secure classroom and facility space, when available, to provide additional access and opportunity to CMS students.
    4. If feasible, facilitate use of space as needed for the duration of this Agreement.
    5. Facilitate coordination with school leaders of the introduction and launching of the program as needed.
11. **FINANCIALS**

This Agreement is a non-monetary contractual agreement between the Parties and is not intended to result in any direct or indirect costs to CMS.

1. **MAIN CONTACTS**
2. **CMS Project Coordinator** - The Project Coordinator for CMS is Damon Willis, Director of Community Partnerships for CMS (“CMS Project Coordinator”). CMS Project Coordinator shall serve as CMS’s representative in connection with this Agreement. CMS may designate a different staff person to serve as Project Coordinator and agrees to promptly notify the Organization’s representative if that should occur.
3. **The Organization’s Project Coordinator -** The Project Coordinator for “XYZ” is [Name of Project Coordinator] (“XYZ’s Project Coordinator”). “XYZ” Project Coordinator shall serve as XYZ’s representative in connection with this Agreement. XYZ may designate a different staff person to serve as project coordinator and agrees to promptly notify CMS’s representative if that should occur.

**Attachment B**

The purpose of Attachment B is to provide background about the partnering organization and the programs/services that will be provided. Please complete a separate attachment for every program/service to be included under this Agreement.

|  |  |
| --- | --- |
| **Organization’s mission/vision:** |  |
| **Year of establishment:** |  |
| **Name of Authorized representative:** |  |
| **Position** |  |
| **Email** |  |
|  |  |
| **List all current partnering schools:** |  |
| **List all prospective partnering schools:** |  |
| **Estimated financial investment/contribution**  **the partner is making per school:** |  |
| ***Program goal(s) and outcomes for students or families:*** | |

|  |  |  |  |
| --- | --- | --- | --- |
| **PROGRAM DETAILS AND LOGISTICS** | | | |
| Description | **Who, What, & When?** (What needs to be done, frequency, and who does it involve?) | **Timeline** (start & end date) |
| e.g.: 30 minutes of physical activity |  |  |
| e.g.: 30 minutes of reading and math |  |  |



**Attachment C**

Rules Governing the Use of Charlotte-Mecklenburg Schools Facilities

The Community Use of Schools Department may modify such rules in its reasonable discretion and shall provide users with a copy of the current rules.

**Effective as of July 1, 2020**

1. All activities must be under appropriate adult supervision and the user is responsible to provide such proper supervision.
2. If the activity for which a group is using a CMS facility is designed to offer services to individual CMS students or involves adults working closely or directly with CMS students in CMS facilities or on CMS property, the adults must register as volunteers, as provided in Policy IJOCA and Regulation IJOCA-R. During hours in which a school office is open, the volunteers must log in using Lobby Guard or other similar devices as are in place at the time. [CMS Volunteer Link](https://www.cmsvolunteers.com/)
3. All renters must observe the posted occupancy limits on the spaces they are renting and not exceed such limits.
4. In the event that the user's group exceeds 250 people, then one *(1)* uniformed police officer will be required to be on site for the crowd as well as traffic control. The number of officers should be increased to two *(2)* for 500 people or more and so on. It will be the applicant's responsibility to schedule and compensate any officers required by this section. If additional police officers are deemed appropriate by the Community Use of Schools Department, the Principal or DIRM, then the user group will be required to provide any such additional officers as required. In certain cases, CMS may require these officers to be Charlotte-Mecklenburg Schools Police officers.
5. Hallways and common areas are not rentable spaces except in special circumstances. The placing of furniture or other items that may restrict ingress or egress to and from the building is strictly prohibited.
6. All renters should be familiar with Charlotte and Mecklenburg County Fire Departments and NFPA regulations related to assembly, blocking of egress and emergency exits, storage of materials, illegal wiring, etc. Any questions related to these subjects may be obtained by contacting the Charlotte and Mecklenburg County Fire Departments where applicable, or the facilities Senior Portfolio Manager through the Community Use of Schools Department. Failure to adhere to the applicable codes may result in visits by the regulatory officials, and having such authority, causing the cancellation of scheduled events at such time as the discovery of the code violations or even during the scheduled event. Regulatory officials have the authority to cause the removal of or arrest of patrons from the facilities for failure to follow cease and desist orders.
7. Any renters hosting events with more than 1000 participants and/or guests are required by the North Carolina Department of Insurance to take a course on Crowd Manager Training. The course can be located and taken at the following website: <http://www.ncdoi.com/OSFM/Fire_Safety_Programs/Default.aspx?field1=Crowd_Manager_Training&user=Crowd_Manager_Training> . Evidence of completion must also be forwarded to the Community Use of Schools Department.
8. No modifications to CMS facilities may be made without the express permission of the school’s Senior Portfolio Manager and the Community Use of Schools Department. This includes the installation of audiovisual equipment, sound boards, control panels, spotlights or other lighting, lighting controls, etc. Principals do NOT have the authority to allow additions or modifications to the facilities. Permission for this must be obtained from the school’s Senior Portfolio Manager.
9. The user shall not wire or connect electrical equipment such as stage lighting equipment or adjust the heat or air conditioning controls.
10. Disconnecting or obstructing any of the building life safety devices, such as emergency exit signs or smoke detectors is strictly prohibited.
11. The user shall not drive nails, tacks, or screws into the floors, walls, ceilings, furniture or any other school property.
12. The user shall not paint, wallpaper, mark, or deface any school property.
13. The use of candles or any other open flames is prohibited.
14. CMS also prohibits any pyrotechnic displays, or “fog or smoke machines” from use in its facilities.
15. No fans or portable heaters allowed. *“Daisy chaining”* of electrical extension cords is prohibited.
16. No food or drink is allowed except in the cafeteria, gym lobbies, or outside. No food or drinks are allowed inside the gymnasium. Gym and stadium concession stands are designed to dispense drinks and pre-packaged food only. Use of cooking devices such as crock pots, electric fryers, deep fryers, and hot plates are prohibited.
17. Only school furniture provided for a particular facility may be used. Any rearrangement of school furniture must be done by the applicant. The user shall protect all floors when moving furniture and/or equipment. School furniture must be returned to the original set-up by the applicant at the end of each day. Any equipment or personal property not usually needed in connection with the approved use may not be brought into any school building without prior approval of the principal. Any such approved items are to be removed by the applicant at the end of the contracted time each day.
18. Signs, athletic supplies, etc. are to be removed at the end of the contracted time each day.
19. Fields are not to be used in inclement weather or at any time the principal determines the field is not in condition for use.
20. The school facilities and playing fields are to be left clean with all litter removed.
21. All vehicles must be parked in designated paved or gravel areas only. Absolutely no vehicles allowed on the grass or landscaped areas, and none should park in a properly marked Fire Lane.
22. No alcoholic beverages, weapons, drugs or tobacco products are allowed anywhere on the premises.
23. Gambling is also prohibited on CMS properties.
24. No facility may be rented later than 10:30 p.m. unless with the specific permission of the Community Use of Schools Department or the school Principal.
25. Users shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in any of its programs or activities *(except where discrimination is appropriate and permitted by law, e.g., age restrictions on participants).*
26. The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
27. The user shall leave the school premises promptly when its contracted time has expired.
28. All users are to follow the instructions of the principal or designee when utilizing the school facility.

**Attachment D**

Information Regarding Data Collection or Data Requested from CMS

**Data Collection**- includes but is not limited to surveys, questionnaires, assessments, tests, interviews, focus groups.

* Data collection instruments must be approved by CMS Accountability prior to use
* Data collection requires an approved parent consent form
* Data collection by Community Partners is limited to students enrolled in the Community Partner program
* Data Sharing Agreement may be required

**Data Requests** - includes any data or information about CMS students, parents, employees, schools or the district.

* School employees may not provide any student data/information
* School employees may not provide any parent data/information
* School employees may only provide employee or school data/information that is publicly available
* Data/information may be requested from CMS Accountability using the data request form
* Student level data releases require a signed, approved parent consent form for identifiable student data
* Data Sharing Agreement may be required

1. **No data sharing agreement required for the following:**

* Collecting data (for example administering an assessment) to evaluate a student solely for the purpose of providing service and no other purpose.
* Parent Consent and Service MOU are required.
* Organization/Agency may not use data at a later time for another purpose.

1. **Data sharing agreement required without research application, if data will be:**

* Used for grant applications or grant reporting ONLY if sharing aggregate data and statements are descriptive in nature. Statements may NOT make a causal or correlative claim between data and a program or service.
* Shared with funders and other stakeholders ONLY if sharing aggregate data and statements are descriptive in nature. Statements may NOT make a causal or correlative claim between data and a program or service.
* Published on a website ONLY if sharing aggregate data and statements are descriptive in nature. Statements may NOT make a causal or correlative claim between data and a program or service.
* Published on a flyer (paper or electronic) ONLY if sharing aggregate data and statements are descriptive in nature. Statements may NOT make a causal or correlative claim between data and a program or service.
* Published in any format (print or electronic) or presented to a group outside of the Organization ONLY if sharing aggregate data and statements are descriptive in nature. Statements may NOT make a causal or correlative claim between data and a program or service.

1. **Research application and data sharing agreement required for the following:**

* Program evaluation that is shared outside of the Organization employees
* Used for grant applications or grant reporting if sharing aggregate data or statements that make a causal or correlative claim between data and a program or service
* Shared with funders and other stakeholders if sharing aggregate data or statements and that make a causal or correlative claim between data and a program or service
* Published on website if sharing aggregate data that make a causal or correlative claim between data and a program or service
* Published on a flyer (paper or electronic) if sharing aggregate data or statements that make a causal or correlative claim between data and a program or service
* Published in any format (print or electronic) or presented to a group outside of the Organization if sharing aggregate data or statements that make a causal or correlative claim between data and a program or service

**Note: Research application may be denied, and research review panel may recommend a data sharing agreement that follows the above listed guidelines**

**Best Practices Guide for Reporting Concerns of Student Safety**

**While executing a partnership activity under this Agreement, if a Community Partner staff member or volunteer becomes aware of (i) a suicidal ideation/threat, (ii) a life safety concern, or (iii) threats to harm others, the following steps should be taken:**

* **If on campus, immediately inform a school administrator – Principal or Vice Principal;**
* **If not on campus, immediately notify CMS Police Department at 980-343-6030 or call 911;**
* **If an emergency occurs outside of business hours, immediately call 911.**

**North Carolina has a mandatory reporting law, North Carolina General Statute §7B-301 that states: “any person or institution who has cause to suspect that any juvenile is abused, neglected, or dependent, as defined by NCGS §7B-101, or has died as the result of maltreatment, shall report the case of that juvenile to the director of the department of social services in the county where the juvenile resides or is found.” The Mecklenburg County Department of Social Services number is: 980-314-3577.**