

## Appendix 1

### PARTNERSHIP AGREEMENT TEMPLATE

**This template is provided to assist you in the development of a customized Partnership Agreement. Below are specific responsibilities that must be included in the Agreement. Applicants should use this Partnership Agreement Template as a starting point in the development of an agreement that reflects the unique contributions and responsibilities of each partner agency in the proposed program. You may add additional clauses as necessary to customize and align the agreement with your proposed program, but the clauses shown in this sample must be included as written, with the exception of phrases in brackets, which can be modified or deleted. Add lines as needed for additional schools and partnering agencies. Or if you prefer, you may use a separate agreement form for each school/partnering agency.**

The \_\_\_\_\_ and \_\_\_\_\_  
(Name of School(s)) (Name(s) of Partnering Agencies)

agree to assume and perform the following roles and responsibilities in the administration of the 21<sup>st</sup> Century Community Learning Centers program during the 2022-2027 grant term. The goal of this program is to provide a 21<sup>st</sup> CCLC program of the highest quality for the participating students. When referring to “lead agency” in this agreement, it is referring to the entity that is the grant subaward recipient.

The partnership agreement is comprised of three sections:

- Joint Responsibilities of the School and Partnering Agencies
- Responsibilities of the Partnering Agencies
- Responsibilities of the School

#### **I. Joint Responsibilities of the School and Partnering Agencies**

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communication between the school staff and the 21<sup>st</sup> CCLC program. Provide on-going opportunities for school staff and 21<sup>st</sup> CCLC staff to plan, coordinate, and integrate curricular areas with 21<sup>st</sup> CCLC activities.
3. Hold regularly scheduled advisory meetings (quarterly) between the staff of the partnering agencies, school principal(s) or designee, other appropriate personnel and key stakeholders including students, families and community members to discuss all issues pertaining to the 21<sup>st</sup> CCLC program. Agenda items will include, but not be limited to effectiveness of program features, student development, and other aspects of program evaluation.
4. Develop mechanisms and opportunities to communicate on a regular basis with both the Parents’ Association and the family members of the program’s students, including information regarding the 21<sup>st</sup> CCLC program that is accessible in a public space.

5. Recruit, select, and enroll student participants in the 21<sup>st</sup> CCLC program and disseminate program information widely.
6. Ensure that all data required for reporting to Congress by the Government Performance and Results ACT (GPRA), that is not available directly from the New York State Education Department (NYSED), will be provided annually, as required, and entered and/or uploaded into Afterschool21, New York's current 21<sup>st</sup> CCLC program's statewide data collection and reporting system managed by TransAct Communications, LLC. This will require mutual cooperation and data sharing agreements between the CBO, whether the lead or partner agency, and the school, whether the lead or partner agency. (See item 2. in the Responsibilities of the School section.)
7. *Add additional clauses as necessary to describe additional project responsibilities shared by the school and partnering agency.*

## **II. Responsibilities of the Partnering Agencies**

1. Communicate and provide information to the school about the 21<sup>st</sup> Century CCLC program through regularly scheduled meetings.
2. Ensure that School-Age Child Care Registration, if required, is obtained for programs that will serve seven or more children under the age of 13 years.
3. Recruit, hire, and train all program staff in cooperation with the school. The school principal and/or his/her designee will participate in the selection of the full time person responsible for the program.
4. Manage the day-to-day operations of the program, if required, and notify the school of any problems, issues, and concerns in a timely fashion.
5. Track individual student enrollment and attendance and provide that information to the school on a regular basis.
6. Invite designated school staff to attend 21<sup>st</sup> CCLC staff meetings.
7. Attend school staff meetings as determined by the school principal.
8. Make staff available for in-service training throughout the school year and arrange for appropriate substitute coverage.
9. Work cooperatively with the research and evaluation component of the 21<sup>st</sup> CCLC program.
10. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school program, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.
11. Ensure that all applicable local and state requirements for staff clearances are met.

12. Develop protocol for emergency notification of parents and/or guardians.
13. Establish procedures for the safe-keeping and safe transport of children after program hours.
14. Ensure that there is staff on-site during program hours trained in first aid, CPR and medical emergencies.
15. Maintain appropriate insurance coverage, if required.
16. Provide the lead 21<sup>st</sup> CCLC agency with all appropriate and requested financial information and reports in a timely fashion.
17. Enter into a data sharing agreement with the partnering school in order to provide the necessary data required for GPRA reporting. (See item 2. in the Responsibilities of the School section.)
18. *Add additional clauses as necessary to describe additional project responsibilities of the partnering agency.*

### **III. Responsibilities of the School**

1. Work cooperatively with the State Education Department and the independent State-Level Evaluator of the 21<sup>st</sup> CCLC program. Information requested by evaluators is to be provided in a timely manner. This may include, but is not limited to, sharing school profiles and all relevant data available in the public domain.
2. Agree to annually provide all data required for reporting to Congress by the Government Performance and Results ACT (GPRA) that is not available directly from the New York State Education Department (NYSED). Note that the specific data requirements might change from year to year if the USDOE decides to modify the GPRA requirements. The GPRA requires aggregated data only, so the school can choose between calculating the aggregated results as defined by GPRA, or providing raw data for the sub-grantee or local evaluator to calculate. As of the 2021-22 school year, required data that cannot be obtained from NYSED includes previous and current year report card grades, aggregated to determine the percentage of students in grades 7-8 and 10-12 who showed improvement in their unweighted grade point average. Since schools differ in how GPA is determined, or perhaps don't even calculate GPA, the 21<sup>st</sup> CCLC program office at NYSED has created a crosswalk for schools and programs to use for this purpose. This data must be made available to the lead agency in this grant, including if the lead agency is not a school. Depending on your data agreement with the lead agency, you will either provide the required aggregated data to the lead agency, or will provide student level data (actual current and previous year grades) to the lead agency or the lead agency's program evaluator for them to calculate the required aggregations. If student level data is provided, the school must enter into a data privacy agreement with the recipient of the personally identifiable information (PII) whereby the lead agency must agree to full protection of the rights of the students in compliance with applicable state and federal laws relating to privacy and

confidentiality, including the Family Educational Rights and Privacy Act (FERPA) and the New York State Education Law Section 2-d.

3. If the program is school based, assure the availability of clean spaces for the 21<sup>st</sup> CCLC program in an adequate number of classrooms with adequate ventilation and space for social distancing, as required by the CDC; space might also include the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space as appropriate for the program, including adequate office space for program staff.
4. Supply adequate and appropriate storage space for the 21<sup>st</sup> CCLC program's materials and equipment.
5. Facilitate the provision of full custodial services [at no cost].
6. Identify and organize appropriate security for the after-school program.

*Add additional clauses as necessary to describe additional project responsibilities of the school.*

Agreed on this day, \_\_\_\_\_, by  
(Month/day/year)

\_\_\_\_\_  
(Name of School District)

\_\_\_\_\_  
(Signature of Superintendent)

\_\_\_\_\_  
(Name of School)

\_\_\_\_\_  
(Signature of School Principal)

\_\_\_\_\_  
(Name of Partnering Agency)

\_\_\_\_\_  
(Signature of Executive Director)

\_\_\_\_\_  
(Name of Partnering Agency)

\_\_\_\_\_  
(Signature of Executive Director)

(Add additional signatures as appropriate. **All school buildings involved in the program must have the signature of the principal.**)

- ☐ **By checking this box, those signing above attest that their school or organization has not applied for more than \$1.2M total, as either a lead agency, a partnering agency, or a combination of lead and partnering agency for this RFP.**