

**Memo of Understanding
Between
Jefferson County Board of Education
And
Mikva Challenge**

This Memorandum of Understanding (hereinafter "MOU") establishes a partnership between Jefferson County Board of Education dba Jefferson County Public Schools (hereinafter "JCPS"), and Mikva Challenge (hereinafter "MIKVA").

I. Mission

JCPS as a large, urban district works to challenge and engage each learner to grow through effective teaching and meaningful experiences within caring, supportive environments

Mikva Challenge develops youth to be empowered, informed and active citizens who will promote a just and equitable society.

Together the parties enter into this MOU to mutually develop the youth civic engagement and leadership skills of JCPS students and to assist educators in implementing high quality Action Civics projects. JCPS and Mikva Challenge will partner on the Action Civics Model Site Initiative ("ACMSI") and involve JCPS schools in this three-year initiative to improve youth civic engagement and civic learning. This MOU covers the five main supports Mikva Challenge will provide: 1) Curriculum; 2) Professional Development (hereinafter "PD") of Educators; 3) Facilitation of Student Voice/Action Events; 4) Coaching for Educators; and 5) Community Engagement to Support Youth Civic Learning.

II. Purpose and Scope

JCPS and Mikva Challenge partnership:

1. **Goals:** To build capacity in JCPS schools to implement high quality youth civic engagement programming and to showcase youth voice and civic leadership to the wider JCPS community.
2. **Target Population:** Students and educators with the greatest need for Action Civics programs and curricula. The program will work via an equity lens and seek to involve schools most in need of resources and additional partnerships.
3. **Benefits for Target Population and Communities:** Students and teachers will see improved civic learning, community engagement, and civic leadership skills based upon their partnership with the ACMSI. The school districts and schools involved will develop improved systems for youth civic engagement and civic learning. Community leaders will become more engaged in helping schools develop active and informed youth.

III. Responsibilities

Each party will appoint a person to serve as official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

JCPS: Ryan New, JCPS Social Studies Instructional Lead, ryan.new@jefferson.kyschools.us, 502.485.3054

Mikva Challenge: Brian Brady, National President, brian@mikvachallenge.org, 773.439.9637

The organizations agree to the following tasks for this MOU:

JCPS will:

- 1) The Partner Site Director will help develop a three-year implementation plan and calendar for the ACMSI. The Partner Site Director will commit to a weekly meeting with Mikva staff and help administer all of the following steps listed below.
- 2) Advertise the ACMSI and recruit an ACMSI educator cohort of 10-20 new teachers for implementation each year of the project. At least three of these educators should be designated Lead Teachers each year. Lead Teachers will receive additional training, and be able to support the project as a co-leader.
- 3) ACMSI Lead Teachers will commit to five (5) days of PD, training and observation from the Mikva. Most of this PD will be done in the summer.
- 4) All educators involved in ACMSI will commit to at least two (2) days of PD.
- 5) Communicate ACMSI information about training dates and Mikva Action Civics curricula impacts and program to educators and school leaders on a monthly basis (at minimum).
- 6) Help Mikva recruit and place community leaders as judges in school and regional Project Soapbox competitions. The help will include granting permission to vetted leaders to attend contests in schools and suggesting local leaders to invite.
- 7) Provide training location, date, and refreshments for at least two (2) on-PD sessions a year.
- 8) Help secure suitable locations to hold five (5) Youth Voice and Civic Action events over the three-year initiative (one event in year one and two events per year in years 2 and 3).
- 9) Help Mikva administer assessments as appropriate, such as event assessments and annual impact assessments of educators, students, administrators, and community leaders involved with ACMSI only when approved by JCPS Institutional Review Board (hereinafter "IRB").
- 10) Assisting Mikva with the gathering of basic demographic data of the youth and teachers served only when approved by JCPS Institutional Review Board (hereinafter "IRB").
- 11) Allow Mikva to discuss impacts and learning during the project with local and national supporters and civic organizations in coordination and with the knowledge of JCPS Resource Development Office.
- 12) With Mikva's support, JCPS will develop a long-term plan for robust youth civic engagement that goes beyond the three-year ACMSI.

Mikva Challenge will:

- 1) Provide teacher PD, coaching support, and Action Civics curricula (Issues to Action, Elections in Action, News.Voice.Power., Student Voice Committees, and Project Soapbox) to all participating schools and educators in JCPS.
- 2) Plan and implement the regional Soapbox event each year and communicate details of event to JCPS educators, administrators, and community leaders.
- 3) Handle invites for community leaders to judge classroom and Soapbox events with the help of JCPS.

- 4) Help develop a culminating youth civic action event -- such as an Action Civics Fair -- at the end of 2nd and 3rd school year in ACMSI with the help of JCPS.
- 5) Evaluate the project using Mikva assessment tools and resources and provide Site with data on program impacts and challenges and an annual summary of impact and learning.
- 6) Amplify student leadership and voice to the media only after the approval of JCPS Communications.
- 7) Communicate progress on a monthly basis with Project Director for JCPS.
- 8) Mikva staff will meet weekly with the Project Director for JCPS.
- 9) Mikva staff will provide ongoing coaching and support to all educators involved in the project.
- 10) Hire a Project Coordinator who will work with educators and JCPS Project Director onsite for multiple days a month.
- 11) Involve JCPS educators in Mikva educator networks nationally and help districts promote their success with local and national audiences.
- 12) Abide by all the local school rules and laws regarding vendors and in school visits.
- 13) Promote cross-site learning among ACMSI sites via Summer Institutes and online connections on Mikva's educator's networks (i.e. Teacher Facebook group).
- 14) Support Site efforts to evaluate and promote success of the project.
- 15) Support the development of a long-term youth civic engagement plan for the JCPS.
- 16) Obtain approval from JCPS Communications for any use of JCPS or school name, logo or other identifier prior to Mikva using it.
- 17) For any projects, involving research (e.g., **program evaluation** or monitoring activities), JCPS student or staff participation is voluntary. As a federally authorized IRB, JCPS complies with the federal definition for research, which includes sharing of PII for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- 18) If in performing services under this MOU, Mikva desires to collect any type of new or existing data or information for any purpose from JCPS students or staff, MIKVA must submit a separate request to the JCPS IRB through the JCPS DRMS platform and agrees to comply with JCPS' response. Any data collection, information sharing, or evaluation activities must be approved by the JCPS IRB before schools, staff or JCPS students are asked to provide data, or before data is collected by Mikva.
- 19) For any project involving research, participation is voluntary, and research activities must be approved through Accountability, Research, and Systems Improvement Department and will not take place before approval is secured from the JCPS Institutional Review Board (IRB).
- 20) Mikva shall provide JCPS, free of charge and within thirty (30) days, a copy of any report or publication that is generated using JCPS data.
- 21) Mikva will obtain a policy of general commercial liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance. Certificate shall be provided to JCPS prior to beginning services under this MOU.
- 22) If the performance of this Agreement involves the transfer by JCPS to Mikva of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C.1232g as amended ("FERPA") Mikva agrees to:
 - a. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.

- b. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Mikva and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - c. Require all employees, contractors, volunteers, and agents of Mikva to comply with all applicable provisions of FERPA with respect to any such data. Mikva shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
 - d. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Mikva shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
 - e. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Mikva necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
 - f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by Mikva for the purposes of this Agreement. Mikva will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
 - g. JCPS retains the right to audit Mikva's compliance with the confidentiality requirements of this provision.
- 23) Mikva shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- 24) Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:
- 1. A state criminal records check;
 - 2. A state and national criminal (fingerprint) history background check; AND
 - 3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.

b) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses; OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

IV. Payment and Funding

- 1) JCPS will provide \$40,000 each year for three years (\$120,000 total), of support to the project after Mikva Challenge is approved as JCPS vendor.
- 2) At least \$31,000 of JCPS' support should be sent to Mikva Challenge, 200 S. Michigan Ave., Suite 1000, Chicago, IL 60604, each year by July 30.
- 3) The remaining \$9,000 of JCPS' support should be earmarked towards transportation and hotel costs for Mikva's Summer Institutes (each year over three years). JCPS can choose whether to provide Mikva the \$9,000 to help book the travel or to pay the travel and hotel costs themselves (estimated 15 educators at each Summer Institute and average of 2.5 nights in a hotel).
- 4) Mikva Challenge will dedicate \$60,000 of funding from the Bezos Family Foundation and its own in-kind support each year to the project. This support will be managed by Mikva Challenge and pay for staffing for the project, staff travel, Action Civics youth event costs, evaluation, communications, insurance, and overall administration of the initiative.

V. Term

The term of this MOU is for a period of three years from June 1, 2020 to May 30, 2023. Either organization may terminate this MOU upon 120 days written notice without penalties or liabilities.

VI. Authorization

The signing of this MOU is not a formal undertaking and it is not the intention of either party to be legally bound by its terms. Rather, it implies the signatories will strive to reach, to the best of their abilities, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

Marty Pollio, Ed.D, Superintendent

Date



Brian Brady, Mikva President

6/3/20
Date