



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Request approval of Memorandum of Understanding (the agreement) for the provision by Generation Citizen of the GC Program at Floyd Central High School

Applicable State or Regulations:

Policy 0.1.11 General Powers and Duties of the Board

Fiscal/Budgetary Impact:

There are no costs associated with this agreement.

History/Background:

Generation Citizen shall provide Floyd Central High School with a College, Career, and Civic Life (C3) standards aligned civics curriculum and accompanying student handbooks. The General Citizen materials are electronic and support educators in instilling students with the knowledge, skills, and dispositions to take effective civic action. Educators will also have access to professional development opportunities and individualized coaching sessions.

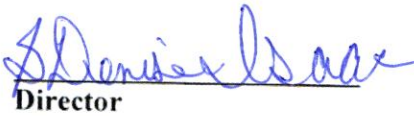
Recommended Action:

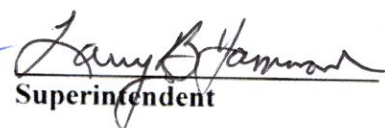
Approve the Memorandum of Understanding (the agreement) for the provision by Generation Citizen of the GC Program at Floyd Central High School.

Contact Person(s):

Kyle O'Quinn, Social Studies Teacher, Floyd Central High School
Greta Thornsberry, Principal, Floyd Central High School


Principal


Director


Superintendent

Date:

October 10, 2024



MEMORANDUM OF UNDERSTANDING (MOU)

The below terms and conditions comprise this Memorandum of Understanding (this “MOU”) for the provision by Generation Citizen (“GC”) of the GC Program (as defined below) at **Floyd Central High School** (the “Partner”) (together, the “Parties”). This MOU must be completed and signed by the Parties in advance of the commencement date listed below.

The Parties represent and warrant to each other that their respective signatories have all necessary authority (i) to enter into this MOU and (ii) to perform the respective obligations of each Party under this MOU. The Parties agree as follows:

1. **TERM:** This MOU shall commence on **11/1/2024** and terminate on **5/30/2025** (the “Term”).
2. **DESCRIPTION OF SERVICES:** GC shall provide the Partner with a College, Career, and Civic Life (C3) standards aligned civics curriculum (the “Curriculum”) and accompanying student handbooks (the “Student Handbook,” and together with the Curriculum, the “GC Materials”). The GC Materials are electronic and support educators in instilling students with the knowledge, skills, and dispositions to take effective civic action. Additional services are outlined in **Exhibit A**.
3. **OBLIGATIONS OF GENERATION CITIZEN:** GC’s obligations under this MOU are outlined in **Exhibit A**.
4. **OBLIGATIONS OF PARTNER:** The Partner’s obligations under this MOU are outlined in **Exhibit A**.
5. **INTELLECTUAL PROPERTY**
 - a. The Partner acknowledges that GC is the exclusive owner of the GC Materials and all curricular and teaching materials, lesson plans, assessments, evaluations, teaching strategies, study aids, program designs, and all other documents, resources, and materials relating to the GC Program, whether created or developed by, for, or in conjunction with GC and/or its employees, including all improvements, revisions, modifications, and derivative works of, and all intellectual property rights in and to, all of the foregoing (collectively, the “GC Intellectual Property”). To the extent the Partner and/or any Classroom Teachers create or develop, or otherwise become the owner of, any GC Intellectual Property, the Partner and all such Classroom Teachers (i) agree to and hereby do permanently assign to GC all of their respective rights in and to all such GC



Intellectual Property and (ii) agree to execute all documents requested by GC to effectuate their assignment to GC of all such GC Intellectual Property.

- b. GC hereby grants to the Partner a non-exclusive license to use the GC Intellectual Property during the term of this MOU for the sole purpose of enabling the Classroom Teachers to implement and instruct the GC Program during such term in accordance with the terms and conditions of this MOU. For avoidance of doubt, GC shall not be restricted by the Partner from providing its services and materials, including the GC Intellectual Property, to any other person.

6. FEES & PAYMENTS: The total fee for services rendered is **\$0**. A detailed breakdown of services and rates is detailed in **Exhibit A**.

7. INSURANCE & INDEMNIFICATION

- a. GC shall carry its own general liability insurance policy.
- b. To the extent permitted by applicable state laws and regulations, the Partner will indemnify and hold harmless GC and its officers, directors, employees, and agents (the "GC Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such GC Indemnitee may become subject arising out of the provision by GC to the Partner of the services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such GC Indemnitee.
- c. GC will indemnify and hold harmless the Partner and its officers, directors, employees and agents (the "Indemnitees of the Partner") against any and all Losses to which such Indemnitees of the Partner may become subject arising out of the provision by GC of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitees of the Partner.
- d. Neither GC nor any of its officers, directors, employees, or agents shall be liable to the Partner for any Loss incurred by the Partner in connection with the matters to which this MOU relates, except for a loss resulting from willful misconduct or gross negligence on the part of GC; *provided that* in no event shall GC and its officers, directors, employees, or agents have any liability to the Partner in connection with the matters to which this MOU relates in excess of the annual aggregate amount of payments made to GC by the Partner pursuant to this MOU.

8. TERMINATION & NOTICES



- a. Each Party reserves the right to terminate the contract so long as such Party provides 30 day advance written notice, addressed to the other Party to the contacts provided below.
- b. Each Party has an obligation to inform the other Party within thirty days should its address change during the period of this MOU.

The addresses of the Parties are as follows:

Generation Citizen Address	Partner Address
Generation Citizen	Floyd Central High School
115 Broadway	651 KY Rt 680 W
Floor 5	Eastern, KY 41622
New York, NY 10006	

9. **AMENDMENT/MODIFICATION:** No amendment or modification of this MOU, and no waiver hereunder, will be valid or binding unless set forth in writing and signed by each Party, with the exception of any amendment by GC to the “Fees and Payments” made pursuant to the procedures set forth in Section 1.
10. **GOVERNING LAW:** This MOU, and all claims or causes of action (whether in contract, tort, or statute) that are based upon, arise out of, or relate to (i) this MOU, or (ii) the negotiation, execution, or performance of this MOU (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in, or in connection with, this MOU), shall be governed by and enforced in accordance with the internal laws of the State of New York, where GC is headquartered, including its statutes of limitation, without regard to any conflicts of law principles.
11. **FORUM:** The parties agree that all claims or causes of action (whether in contract, tort, or statute) that are based upon, arise out of, or relate to (i) this MOU, or (ii) the negotiation, execution, or performance of this MOU (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in, or in connection with, this MOU), shall be brought exclusively in the courts of the State of New York, where GC is headquartered, or Federal court sitting in New York.



12. **SEVERABILITY:** If any term or provision of this MOU is determined to be illegal, unenforceable or invalid in whole or in part for any reason, that illegal, unenforceable or invalid provisions or part thereof will be stricken from this MOU, and the provision will not affect the legality, enforceability or validity of the remainder of this MOU.

IN WITNESS WHEREOF, Generation Citizen and the Partner have each caused their duly authorized representative to sign this MOU in the space provided below.

Floyd Central High School

Print Name: Greta Thornsberry (Principal)

Signature:

Date of Signature:

GENERATION CITIZEN

Print Name: Laurie Carr (Chief Partnerships & Regions Officer)

Signature:

Date of Signature:

PARTNERSHIP MANAGER FOR GENERATION CITIZEN

Print Name: Megan Brandon (Program Director, South Region)

Initials:

Date of Initials:



EXHIBIT A - TEACHER PROFESSIONAL DEVELOPMENT PROGRAM

1. **DESCRIPTION OF SERVICES:** GC shall provide the Partner with the below services as part of GC's Teacher Professional Development Program.
 - a. Access to electronic curricular resources ("GC Materials"), professional development opportunities, and individualized coaching sessions for teachers implementing GC's curriculum in their classrooms.

2. **OBLIGATIONS OF GENERATION CITIZEN:** Generation Citizen shall:
 - a. Provide professional development training for all Classroom Teachers, including a virtual makeup session if teachers are unable to attend any of the sessions.
 - b. Provide support to each Classroom Teacher by way of up to bi-weekly curriculum coaching and as-needed lesson revision, assessment, and strategy and advocacy support for implementing the community-based civics curriculum.
 - b. Provide support to the Partner, as needed, to embed community-based action civics into existing courses that align to the state content standards outlined for Social Studies or other content areas.
 - c. Comply with all applicable privacy laws and regulations, including the Family Educational Rights and Privacy Act ("FERPA").

3. **OBLIGATIONS OF PARTNER:** The Partner shall:
 - a. Work with GC, prior to program implementation, to identify optimal grade and subject level alignment.
 - b. Ensure GC's Learning Management System is whitelisted by the Partner's internal IT department before program implementation
 - c. Support in the recruitment of Classroom Teachers and assist GC in establishing relationships with them.



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- d. Ensure Classroom Teachers are afforded time to receive program implementation support, which includes professional development and one-on-one curriculum support sessions.
 - e. Ensure that Classroom Teachers maintain communication with and establish specific expectations with GC staff to ensure effective instruction of GC lessons.
 - f. Ensure student representatives are excused from class to participate in local and/or state Civics Days and permit time for them to make up missed classwork.
 - g. Ensure Classroom Teachers distribute and collect student participation, evaluation, and media consents and releases from participating students prior to the start of the GC Program and Civics Day events, with the expectation that Classroom Teachers return all forms to GC staff prior to the events.
 - h. Ensure Classroom Teachers complete and submit teacher evaluations after professional development sessions and at the end of the course.
 - i. Participate in end-of-program virtual meetings with GC staff to discuss GC Program quality and institutional partnership.
 - j. By agreeing to participate in this project, you are also agreeing to provide us access to participating teachers, who will be asked to reply to a brief, web-based, end-of-year survey by our research partner, NORC. NORC will reach out to participating teachers via email and invite them to reply to a 15-minute online, anonymous survey that asks them to reflect on what it was like implementing Generation Citizen in their classrooms. Their responses will be totally confidential and voluntary. (NORC will summarize survey responses across teachers so that no individual teacher's responses can be identified.

4. FEES & PAYMENTS:

- a. The total number of Classroom Teachers participating under the Agreement during the **2024-2025** academic year shall be **2 teachers**. The actual cost per teacher is \$2,500, which will be **100% subsidized by NORC**. Thus, the School shall pay a total fee of **\$0**.