



EJ Activist Membership Agreement 2017-2018

Educational Justice, Inc. (“EJ”) is a tax exempt, non-profit corporation dedicated to eliminating educational inequity in our society. By signing this Agreement, you are agreeing, if accepted, to become an Educational Justice Activist (an “EJ Activist”). This is both an honor and a responsibility. Remaining in good standing with EJ as an EJ Activist is contingent upon outstanding academic performance as well as demonstration of upstanding citizenship and maintenance of duties as an EJ Activist. These include:

- Being a high-achieving, civic-minded high school student;
- Possessing and maintaining an exceptional high school transcript;
- Submitting a completed EJ Activists online application;
- Committing one hour every week to tutor a younger peer until the end of the school year;
- Attending the Activist Training & Orientation in its entirety before tutoring begins;
- Attending a minimum of four ongoing (one each quarter) Activists training sessions throughout the school year;
- Traveling to the tutoring site on a weekly basis to meet the tutoring commitment;
- Demonstrating a high degree of reliability, responsiveness, attendance, and punctuality;
- Completing this EJ Activist Membership Agreement;
- Paying the \$25 annual membership dues.

All EJ Activists and their parents/guardians must read and affirm that they understand and agree with the terms of this EJ Activist Membership Agreement.

GENERAL TERMS OF PARTICIPATION

1. EJ Activists must complete and submit a signed copy of this EJ Activist Membership Agreement and attend the Activist Training & Orientation BEFORE they can begin meeting with their EJ Achievers (underserved 5th-8th grade students in the program) for regular tutoring sessions.
2. EJ Activists must complete an EJ Activist profile through their secure online accounts on activists.educationaljustice.org by the deadline specified at their Activist Training & Orientation.
3. Weekly sessions must be documented via the EJ Activist’s meeting log on his or her online account. It is the responsibility of the EJ Activist to regularly update the meeting log within 24 hours of each session.
4. Sessions with your EJ Achiever also may be counted as community service hours required by other programs as long as the sessions meet the guidelines of such programs.
5. Tutoring sessions may only occur at EJ-approved tutoring sites during specified tutoring hours, during which an EJ staff member is on site to monitor the sessions.
6. Transportation to and from EJ-approved tutoring sites is solely the responsibility of the EJ Activist and his or her parent/guardian.



7. EJ Activists are to conduct sessions in a controlled, disciplined, and orderly manner that will benefit the EJ Achiever academically.
8. EJ Activists should consider themselves guests of the site where they provide tutoring and should conduct themselves in accordance with all rules, regulations, and guidelines expected of visitors to that location. EJ Activists that do not meet the behavioral expectations during any portion of the tutoring experience risk forfeiture of their membership. At a minimum, the following rules must be observed:
 - A. Identification - EJ Activists should have a school ID with them during sessions with their EJ Achiever.
 - B. Appropriate Dress - The EJ Activist should use good judgment in appearance and follow any dress-code guidelines of the tutoring site.
 - C. Appropriate Language - The EJ Activist will not use inappropriate language and will respect such guidelines of the tutoring site.
 - D. Attitude - The EJ Activist must be positive and pleasant. An EJ Achiever may sometimes share his or her fears, happiness or concerns about something. Each EJ Activist should be supportive and listen.
 - E. Judgement – EJ Activists are expected to use good judgement. If an EJ Achiever shares something that an adult should know, the EJ Activist must inform the EJ staff member at the site. If an EJ Achiever shares something in confidence that is concerning, the EJ Activist must inform the EJ staff member that the EJ Achiever may need to share something. By doing so, EJ Activists can address their concerns without breaking their commitment to their student.
 - F. Proper Touch - The EJ Activist should be sensitive to the issues of touching the EJ Achiever. Sexual harassment of a student is defined as the creating of a sexually hostile or offensive school or classroom environment occasioned by or due to unwelcome sexual advances or verbal or physical conduct of a sexual nature. This may include unwelcome touching, offensive jokes, insults, innuendoes, gestures or disparaging remarks. Many young children will hug and touch to show appreciation. EJ Activists need to be aware of becoming too demonstrative. Avoid prolonged touching; instead, use pats on the back, side hugs, and high fives. Smiles as well as words of praise and kindness are equally comforting and rewarding to young students. At no time should the EJ Activist be left alone with an EJ Achiever; be sure that an EJ staff member is always in the room during sessions.
 - G. Be Professional - The EJ Activist is provided with information that is not for public discussion. For example, the EJ Activist should never use the names of EJ Achievers or discuss any personal or confidential information (such as grades or academic performance of a specific EJ Achiever) when talking to friends and family about their tutoring experiences.

- H. Reliability & Responsiveness - EJ Activists may be contacted by EJ staff via email, phone, text message, EJ messaging system, or by other means. These communications are often time sensitive. Therefore, EJ Activists must respond within 24 hours if not sooner.
- I. Attendance - In accordance with the tutoring commitment specified in this agreement, an EJ Activist must provide a minimum of one hour of tutoring and academic mentoring to his or her EJ Achiever at the same time, day, and tutoring site each week, as specified on his or her EJ Activists account.
- J. Cancellations & Rescheduling - All canceled sessions must be made up, regardless of why the session was cancelled or who initiated the cancellation. In other words, sessions may not be cancelled without rescheduling. If, for unavoidable reasons, an Activist is unable to meet his/her tutoring commitment at the specified time, he or she must immediately notify an EJ staff member and the EJ Achiever. In conjunction, the EJ Activist must immediately arrange for the session to be made up, preferably in advance of the specified time or as soon as possible thereafter. All such arrangements must be approved by an EJ staff member in writing (e.g., via email or text message) before the rescheduled session may occur. EJ Activists who cancel sessions on multiple occasions, especially without providing advance notice, may have their membership in EJ Activists revoked.
- K. Punctuality and Dependability - If the EJ Activist believes he or she will arrive late to a tutoring session, he or she must immediately notify the EJ staff member at the tutoring site. EJ Activists who arrive late on multiple occasions, especially without providing advance notice, may have their membership in EJ Activists revoked.
- L. Electronic Devices - No use of mobile phones, music players, or any other electronic device is allowed for non-academic purposes during sessions.
- M. Guests – EJ Activists are not permitted to allow anyone to join the tutoring session with his or her Achiever.
- N. Location - All tutoring must take place at a location approved and staffed by EJ personnel. No exceptions.
- O. Outside Activities - Limit interactions with EJ Achievers to tutoring during sessions approved and staffed by EJ personnel.

MEMBERSHIP DUES

All EJ Activists must pay the annual dues specified on page one (1) of this Agreement as part of their membership in the program. Dues cover the administrative costs of operating and maintaining the program and fund program benefits. EJ Activists for whom membership dues constitute a financial hardship may request a fee waiver. If granted, membership dues will be subsidized by EJ. Membership dues are not refundable if you discontinue your participation as an EJ Activist or if your membership is revoked.

IMAGE & STATEMENT RELEASE

EJ may publish stories, statements, photos, and videos that showcase the accomplishments of EJ Activists and EJ Achievers participating in EJ programs through various types of media, including newsletters,

websites, slide presentations, promotional materials (brochures, flyers), and public media (newspapers, magazines). EJ Activists and EJ Achievers may appear in photo images, videos, or be referred to in an article or caption. By signing this Agreement, you grant EJ permission to use the likeness of the EJ Activist or EJ Achiever, as applicable, for such purposes.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your membership in EJ and your use of any EJ website, you agree and warrant that you will not use your mentoring time, the EJ website, or other activities related to your membership for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use your membership in EJ or use any EJ website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website.

COMMUNICATION BETWEEN PARTICIPANTS

In the course of your participation as an EJ Activist, you will need to communicate with others participating in the program. Such communication may be conducted in person, via an EJ website, or by some other means, but should be limited to communications that are proper and related to EJ. Examples of prohibited communication include, but are not limited to, those communications in which you:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, confidential, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Post or distribute another user's communications that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from rightfully engaging in communications.
- Violate any code of conduct or other guidelines, which may be applicable for any communications.

- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

EJ has no obligation to monitor communication through any EJ website. However, EJ reserves the right to review communication posted to any EJ website and to remove any materials in its sole discretion. EJ reserves the right to terminate your access to any EJ website and to discontinue your membership and participation in EJ as an EJ Activist at any time without notice for any reason whatsoever.

Always use caution when giving out any personally identifying information about yourself in any communication via any EJ website. EJ does not control or endorse the content, messages or information found in any communication between users of any EJ website and, therefore, EJ specifically disclaims any liability with regard to any communications and any actions resulting from your participation in any communications through any EJ website.

DISCLOSURE

EJ reserves the right at all times to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EJ's sole discretion.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE EJ WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. EJ MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE EJ WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE EJ WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

EJ AND EJ'S EMPLOYEES, DIRECTORS, AGENTS, AFFILIATES AND ATTORNEYS (THE "EJ AFFILIATES") MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES, INCLUDING TUTORING SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. EJ AND THE EJ AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EJ OR THE EJ AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF

OR IN ANY WAY CONNECTED WITH PARTICIPATION IN EJ ACTIVITIES OR THE USE OR PERFORMANCE OF ANY EJ WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EJ OR ANY OF THE EJ AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE TERMS OF PARTICIPATION IN EJ ACTIVITIES OR ANY EJ WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN EJ ACTIVITIES.



CERTIFICATION OF EJ ACTIVIST

I certify that I have read, understand, and agree with the terms of this agreement. I understand that my membership in EJ and my participation as an EJ Activist is contingent upon outstanding academic performance as well as demonstration of upstanding citizenship, and I affirm that I will maintain my responsibilities and duties as an EJ Activist.

EJ Activist Signature Print Name Date

CERTIFICATION OF PARENT/GUARDIAN

I understand that my child has been selected for membership in EJ and participation as an EJ Activist and that his or her membership and continued involvement is contingent upon outstanding academic performance as well as demonstration of upstanding citizenship and maintenance of his or her responsibilities and duties as an EJ Activist. I certify that I have read, understand, and agree with all of the terms of this Agreement. I grant my child permission to become an EJ Activist and to participate fully in the program.

Parent/Guardian Signature Print Name Date

CERTIFICATION OF EJ PERSONNEL

I have reviewed the terms of participation in the EJ Activist Program with the applicant and I believe that he or she will meet the requirements of the program. I have also witnessed the signature of the applicant's parent/guardian. I recommend and fully support the applicant's participation in the program.

EJ Personnel Signature Print Name Date



**Community Partner Learning Place
Authorization to Release Education Records and Consent Form**

The students listed below are participating in the programs at Educational Justice , located at 4050 Westport Rd. Louisville, KY hereafter referred to as the Organization. By signing this form, I am giving the Organization staff permission to communicate regarding services offered to me and/or my family, with the Jefferson County Public Schools (JCPS). I hereby authorize JCPS to release the education records of the students listed below to the Organization. **The records to be released are the student's name, student ID number, school, address, grade level, State required assessment scores, classroom test scores, grades, attendance, suspensions, early childhood work sampling scores, kindergarten readiness, ACT scores, graduation readiness, college readiness, career readiness, senior transition, comprehensive school survey data, student login and password, and all instructional information gathered through computer-based intervention software.** I understand that the Organization has agreed to keep these records confidential.

I understand that by authorizing the release of this information, it will be used for the sole purpose of providing and enhancing services to me, my family, and/or my child and to avoid duplication between the agencies. The disclosure of information will be limited to staff at the Organization and JCPS.

There may be times when JCPS, the Organization or the news media may take photographs (or other digital images) of students participating in activities. Those images may appear in JCPS's or the Organization's publications including electronic publications or in the news media for education related stories. By signing this form, I authorize JCPS and the Organization to use the name and image of the students listed below for these purposes and for the purpose of providing community recognition.

I understand that JCPS and the Organization are independent parties. I understand and agree that JCPS shall have no liability for the acts or omissions of the Organization, their employees and volunteers. I have read and understand the contents of this form. I have received a copy, and I agree to its provisions. I understand that I may revoke this authorization at any time by written request.

I understand that this authorization will remain in effect until revoked by me in writing and delivered to the address below.

Print Name of Parent/Guardian: _____
(or Student if 18 or over)

Signature: _____ Date: _____

Witness Signature: _____ Date: _____

Please print students' Name, Current School and Grade:

Original must be sent to Dr. Allene Gold, Volunteer Talent Center, VanHoose Education Center, 3332 Newburg Road, Louisville, KY 40218, copy kept on file at organization/agency and copy given to parent/guardian or eligible student.