

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
Global Game Changers Children's
Education Initiative, Inc.**

This Memorandum of Agreement (hereinafter "MOA") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Global Game Changers Education Initiative, Inc. (hereinafter "GGC") with its principal place of business at 201 East Main Street, #104, Louisville, Kentucky 40202.

WHEREAS GGC has been awarded a 21st Century Community Learning Centers (21st CCLC) grant from the Kentucky Department of Education (hereinafter "KDE") to provide academic, artistic, and cultural enrichment opportunities for students attending Dann C. Byck Elementary School (hereinafter "Byck").

WHEREAS the Parties wish to outline in writing their mutual understanding for a partnership to provide students with social emotional learning and academic enrichment programs and a broad array of activities that can complement their regular academic progress while also promoting youth development; and to offer literacy and other educational and enrichment services to the families of participating students.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOA, JCPS and GGC agree that they will collaborate on the services described below.

I. GGC agrees to:

- a) Comply with the applicable requirements of all state statutes, federal laws, executive orders, regulations, policies and award conditions governing the 21st Century Community Learning Centers program.
- b) Provide high-quality after-school and summer academic interventions, homework

help, tutoring, and enrichment activities to low-performing students attending Byck.

- c) Provide programs that will ensure the academic services provided are aligned with the school's curriculum in the core subject areas.
- d) Obtain written parental/guardian permission to share educational data on participating students with KDE to comply with 21st Century Community Learning Centers grant reporting requirements and as needed to for GGC's evaluation use as provided for in paragraph i)2 below. Only data listed in the signed permission form will be shared with KDE and used for GGC evaluation purposes.
- e) Require the following, pursuant to KRS 160.380, for all employees, volunteers, and contractors (including employees of contractors), and interns who are not already current JCPS employees, interns or volunteers performing services under this Agreement to submit to:
 - 1. A state criminal records check;
 - 2. A state and national criminal (fingerprint) history background check by the Department of Kentucky State Police and Federal Bureau of Investigations.
 - 3. Have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect were found through a background check of child abuse and neglect records maintained at the Cabinet for Health and Family Services.
- f) No contactor, 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 GGC, and the volunteer has undergone the required records check.
- g) Prohibit contractors, employees, interns and volunteers under this MOA from performing services under this MOA and from remaining upon the premises of a JCPS facility for any purpose under this MOA if the contactor, 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 other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer, provided the Superintendent/designee informs GGC of such.

h) GGC will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs GGC.

i) If the performance of this Agreement involves the transfer by JCPS to GGC 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"), GGC agrees to:

1. 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.

2. Through an IRB and/or a Data Sharing Agreement that will provide for GGC's use of all data collected and which will be provided to GGC from JCPS, use any such data to fulfill the purposes of this Agreement including compliance with the 21st CCLC grant reporting and measurement requirements and as needed for GGC's own reporting, measurement and evaluation of its' program and impact, including as needed to meet multiple grantor requirements.

3. Require all employees, contractors, volunteers, and agents of GGC to comply with all applicable provisions of FERPA with respect to any such data. GGC shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.

4. 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, including #2 above.

GGC 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 subsection 3 above of this provision.

5. 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 GGC 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.

6. 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 GGC for the purposes of this Agreement. GGC will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

- j) JCPS retains the right to audit GGC's compliance with the confidentiality requirements of this provision.
- k) For any projects, involving research, program evaluation, monitoring activities, or data collection of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS, complies with the federal definition for research which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research and program evaluation and data collection activities must be approved by the JCPS IRB and/or Data Sharing Agreement and shall not begin before such agreement(s) are in place.
- l) GGC acknowledges that any violation of this MOA and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this MOA pursuant to Article V of this Agreement.
- m) GGC will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in

amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.

- n) GGC understands and agrees that the activities under this MOU may not interfere with the instructional program of JCPS.
- n) To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to GGC. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to GGC.

II. Jefferson County Public Schools agrees to:

- a) Help recruit certified Byck teachers to participate in the afterschool and summer program.
- b) Provide adequate space for the afterschool and summer programs, access to the gym and other space for enrichment activities. Such facilities shall be available during program hours and such use may not interfere with the instructional program of JCPS. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to GGC.
- c) Allow school staff to promote the program to families and help in identifying and recruiting students for the program.
- d) Provide a school representative to serve on the Advisory Council, which meets quarterly.
- e) Allow school and district staff to review and comment on the annual 21st CCLC local evaluation and assist with program improvement.
- f) Support terms of the 21st CCLC grant as needed to demonstrate compliance and adhere to grant guidelines.

III. General Conditions:

- a) Both parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b) All mentoring activities will focus on helping students make positive life choices that are consistent with JCPS vision, mission, philosophy, values, and the JCPS Equal Education Opportunities Policy.
- c) Failure to comply with the foregoing provisions will constitute just cause for JCPS and/or GGC to immediately terminate this MOA pursuant to Article V

of this Agreement.

IV. Period of Performance:

This MOA shall be in effect for the period beginning December 15, 2021 and ending September 30, 2022.

V. Termination:

This Agreement may be terminated immediately by GGC or JCPS upon fifteen (15) business days' written notice to the other for its failure to cure a material breach of this Agreement, prior written notice and opportunity to cure of at least fifteen (15) days having been afforded.

VI. Modification:

No waiver, alteration or modification of the provisions of this MOA shall be binding unless in writing and mutually agreed upon by both JCPS and GGC.

VII. Equal Opportunity:

During the performance of this MOA, GGC and JCPS shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee, student or student's, parent or guardian because 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, or disability or limitations related to pregnancy, childbirth, or related medical conditions.

VIII. Independent Parties:

In the performance of the duties and obligations imposed on each party by this MOA, it is mutually understood and agreed that GGC is at all times acting as an independent contractor with respect to JCPS, and neither party shall be

construed to be an agent or representative of either party.

IX. Captions:

Section titles or captions contained in the MOA are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this MOA or the intent of any provisions hereof.

X. Entire Agreement:

This MOA contains the entire agreement between JCPS and GGC and supersedes any and all prior agreement executed contemporaneously with the execution of the MOA and incorporated herein by reference shall remain in full force and effect.

IN TESTIMONY THEREFORE, the parties have caused this MOA to be executed in their respective name, on the day and year signed below, with the effective date as of December 15, 2021.

JEFFERSON COUNTY PUBLIC SCHOOLS:

Marty Pollio, Ed.D.
Superintendent

Date

Global Game Changers Children's Educational Initiative, Inc.

Janice M. Helson
Co-Founder and Board Chair

Date

