

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

This Memorandum of Agreement (hereinafter "Agreement") 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 f below. Only data listed in the signed permission form will be shared with KDE and used for GGC evaluation purposes.

- e. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos, or social media without prior approval from JCPS.
- f. For any projects involving program evaluation, monitoring activities, or data collection or research 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, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- g. 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:
  - i. 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.
  - ii. 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 GGC and its employees, contractors, volunteers, and agents, without 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.
  - iii. 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.
  - iv. 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. 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 this agreement.
  - v. 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.

- vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which GGC no longer needs it for the purposes of this Agreement. GGC will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- h. JCPS retains the right to audit GGC's compliance with the confidentiality requirements of this provision.
- i. GGC acknowledges that any violation of this Agreement 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 Agreement pursuant to Article IV of this Agreement.
- j. 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.
- k. Require all employees, volunteers and contractors (including employees of contractors) of GGC performing services on JCPS school premises during JCPS school hours under this Agreement submit per KRS 160.380 to a national and state criminal history background check by department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- l. Require all GGC employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
  - i. Any conviction for sex-related offenses.
  - ii. Any conviction for offenses against minors.
  - iii. Any conviction for felony offenses, except as provided below.
  - iv. Any conviction for deadly weapon-related offenses.

- v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
  - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- m. GGC staff and volunteers will comply with all current JCPS health safety guidelines including rules related to COVID-19 mitigation.
  - 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. JCPS/Byck agree 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. ALL parties will designate individual(s) to serve as liaison to facilitate matters in a reasonable and timely manner.

- b. Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this Agreement pursuant to Article IV of this Agreement.

#### **IV. Period of Performance and Termination**

This Agreement shall be in effect for the period beginning September 30, 2022 and ending September 30, 2023. Any party may terminate this Agreement with or without cause by giving the others 30 days' written notice. The Jefferson County Board of Education may terminate this Agreement immediately in the event that student confidentiality or safety is deemed to be in jeopardy or for any other reason the Superintendent determines is in the best interest of the school. This Agreement may be terminated immediately by JCPS upon ten (10) business days' written notice to GGC for its failure to cure a material breach of this Agreement.

#### **V. Modification**

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

#### **VI. Equal Opportunity**

During the performance of this Agreement, GGC 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.

#### **VII. Independent Parties**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that JCPS and GGC are at all times acting as an independent contractor with respect to JCPS, and no party shall be construed to be an agent or representative of the other party.

#### **VIII. Captions**

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

### **IX. Entire Agreement**

This Agreement contains the entire Agreement between JCPS and GGC and supersedes any and all prior Agreements.

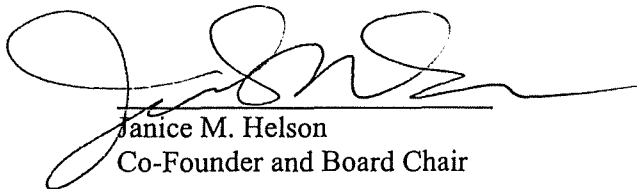
IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of September 30, 2022.

#### **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

10-20-22  
Date