Georgia Recreation and Park Association – BOOST Program

2026-2027 MOU & Assurances for Contractors Receiving State Funding in partnership with GSAN

Georgia Recreation and Park Association, Inc.
2026-2027 Boost Memorandum of Agreement (MOU)

Georgia Recreation and Park Association, Inc. (hereinafter referred to as "**GRPA**"), a Georgia non-profit corporation with its principal place of business located at 1285 Parker Road SE, Conyers, Georgia 30094-5957, enters into this Memorandum of Understanding ("**MOU**") with _____ (hereinafter referred to as the "**Contractor**") in the total amount of _____ to provide comprehensive out-of-school time services under the terms and conditions set forth in this MOU.

The Contractor agrees to deliver professional services that meet the general scope of work required for the GRPA BOOST Program, as described here:

- Operate comprehensive afterschool and/or summer programming that expands and improves high-quality learning and supports for K-12 students in the Contractor's local community
- Prepare students for success in the present and ready students for new learning
- Jump-start underperforming students into learning new concepts
- Create opportunities for struggling students to learn alongside their more successful peers
- Address students' comprehensive needs through the shared responsibility of students, families, schools, and communities
- Acknowledge and address non-academic factors that impact academic outcomes while expanding learning opportunities
- Create environments where students are healthy, safe, engaged, supported, and challenged.
- Directly support learning acceleration and whole child approaches to positive youth development
- Learning acceleration, such as literacy and numeracy instruction, STEAM, and college readiness.
- Healthy eating & physical activity
- Expand access to serve more youth, with an emphasis on children who typically do not have access to these programs.
- Reduce barriers to participation to ensure access for all.
- Increase programmatic quality and expand or enhance supports/services offered.
- Combat learning loss and meet students' well-being and connectedness, such as mentoring, problem solving, and team building.

As a condition of this MOU, the parties agree as follows:

1. ***Use of Funds.***
   The overall purpose of the services provided under this MOU is to support learning acceleration, academic development, connectedness, and well-being of Georgia's students, utilizing a whole child approach (https://gadoe.org/whole-child-supports/) . Funds will be expended only in accordance with this MOU and as specified as allowable expenses **(no single expenditure may exceed $4,999.99)** in the GRPA RFP and/or in any approved budgets. This funding cannot be utilized for any capital items. Any changes in the implementation of the contracted services will require the prior written approval of GRPA.
2. ***Contract Period, Invoicing & Payment.***
   The contract period for this MOU **August 1, 2026 – May 31, 2027 for ASP and June 1, 2027 - July 30, 2027 for SE** ("**Contract Period**"), subject to the terms contained in this MOU. The Contractor shall invoice GRPA as set forth by GaDOE and GSAN for services provided during the Contract Period. GRPA will pay the Contractor's invoice within 30 days ***with the condition that GRPA must first successfully receive those funds from GaDOE through a separate process*** **(Please remember the first Drawdown request may take longer to receive as stated in the Original GSAN RFP).**
   Drawdown Deadlines: **Once GSAN provides GRPA with our final drawdown schedule it will be shared with contractors**. **Grantees must draw down a minimum percentage of funds for incurred or proposed expenses based on the outlined schedule above**. While grantees must draw down a minimum of 25% at each drawdown deadline, grantees may draw down a higher percentage with adequate justification in expense narratives. If grantee draws down funds ahead of the minimum schedule it does not change the total amount awarded. YOUR AGENCY ENTIRE EXPENDITURES FOR ASP OR SE ARE NOT FULLY REIMBURSABLE.

3. ***GRPA BOOST Project Administrator:*** *The* GRPA BOOST Statewide Program Administrator (Craig Sowell) in Consultation with the GRPA Executive Director (Steve Card) will manage this Statewide Project. The GRPA BOOST Statewide Program Administrator shall

direct the Program and control the manner of its performance. If the GRPA BOOST Statewide Program Administrator is no longer employed by GRPA or becomes unable or unwilling to complete the Program for any reason, the GRPA Executive Director will be the point of contact. The Contractor shall establish persons to be accountable at the local level for all funds paid under this MOU and communicate regularly and in a timely manner with the appropriate GRPA Staff. Failure to communicate and provide required reporting in a timely manner may jeopardize current and/or future funding under the GRPA Statewide BOOST Program.

4. ***Reports:*** *The* Contractors agrees to abide by any programmatic or fiscal reporting deadlines established by GRPA/GaDOE/GSAN to effectively administer the Program. Required reporting shall include financial reporting for the period covered; narrative description of provided activities, dosage, duration and detailed information on Program objectives and outcomes. Other information may be required by GRPA to maintain Program compliance. The Contractor must complete the Evaluation Form and Final Reports as required. The Final Report for each year of the Program shall be set by GRPA/GaDOE/GSAN and due by set deadlines. GRPA may add supporting materials (i.e., news articles, evaluation reports, etc.) if such materials help to convey the significance of the work completed under this Program. Observation and inspection visits may be unannounced or scheduled from various partners of the GRPA BOOST Program.

5. Accounts & Recordkeeping:

The Contractor will be responsible for their own bookkeeping and submittal of reports to GRPA by deadlines required for drawdown of funds. Books and records may be requested by GRPA or GRPA's grantor, Georgia Department of Education (GaDOE), at any time during the Contract Period. Contractor shall maintain books and records regarding the Program and the funds provided under this MOU and make them available for inspection, subject to any limitations imposed by applicable law. GRPA and Contractor shall maintain copies of any records and reports under the Program for a period of at least (7) years after the Contract Period ends (or according to Georgia Secretary of State Record Retention Policies).

6. Assurances, Warranties, & Representations:

The Contractor named in this MOU is a recipient of BOOST 2.0 State of Georgia funds in the GRPA BOOST Program, which utilizes relief funds provided by the Georgia General Assembly as administered by GaDOE & GSAN. The Georgia Department of Education (GaDOE) is the primary grantee. As the contractor providing purchased services to the State-wide subgrantee (GRPA), you are bound to the assurances contained in this document; these assurances will be in effect for the period of the contract agreement. ***Failure to be in compliance with any aspect of the contract agreement, including these assurances or aspect of the contract award, may result in the delay, reduction, or termination of said agreement and accompanying funds.***

These assurances are integral to this MOU; by signing this MOU, the Contractor agrees to the assurances. The contractor hereby assures that it will comply with the following:

	Assurances
1.	The signatory for these assurances certifies that he/she/they has the authority to bind the Contractor. The program assurances must be signed and submitted with the application (**see additional document**).
2.	Commit to and participate in GSAN's Assess, Plan and Improve continuous quality improvement framework.
3.	Adhere to the Financial Requirements and invoicing draw down deadlines.
4.	Adhere to all applicable licensing and/or exemption rules and regulations from the Georgia Department of Early Care and Learning https://www.decal.ga.gov/ccs/rulesandregulations.aspx .
5.	Participate in any data collection that is required for the use of this funding. ○ The Contractor will submit reports to the Subgrantee as may reasonably be required. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for the Subgrantee to perform its duties. ○ The Contractor will adhere to all service evaluation requirements, reporting deadlines and data certification processes established by the Subgrantee for the purpose of the annual summative evaluation, formative assessment and summer evaluation reports.
6.	Unannounced, on-site monitoring visits conducted by GaDOE/GSAN/GRPA staff or their subcontractor at any time during the program
7.	Submit a report at the end of each grant period to GRPA as required by GSAN/ GaDOE.

8.	Respond within provided deadlines to program implementation monitoring activities, such as site visits and financial audits.
9.	The application must be completed by the entity that maintains full responsibility and therefore is the operator of the program, regardless of any partnership, volunteer, or subcontract arrangements.
10.	Make every reasonable effort to be accessible to individuals with disabilities. This includes making all materials available in accessible formats (e.g., printed, digital and web-based information).
11.	Complete the Georgia Department of Education Conflict of Interest and Disclosure Policy https://www.afterschoolga.org/wp-content/uploads/2021/07/GaDOE-Conflict-Of-Interest-Disclosure-Policy.pdf **(see additional document**).
12.	Contractor certifies that neither it nor its related corporations and vendors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State/Federal department or agency.
13.	The Contractor certifies that it will have information available regarding its services that can be provided to community stakeholders upon request.
14.	The Contractor certifies the instruction and content offered are secular, neutral, and non-ideological.
15.	The services will take place in a safe and easily accessible facility. **Acknowledge and abide by all Program Quality and Safety Requirements as outlined in the GSAN RFP (section X page 11)**
16.	The services will be administered in accordance with all applicable statutes, regulations,program plans, and applications.
17.	Prior to any material change affecting the purpose, administration, organization, budget, or operation of the contracted services, the Contractor agrees to submit an appropriately amended application or project description to the Subgrantee for approval.
18.	The Contractor agrees to notify the Subgrantee, in writing, of any change in the contact information provided in its application.
19.	The Contractor will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for State/federal funds paid to the Contractor to perform its duties.
20.	The Contractor will cooperate in carrying out any evaluation of services provided by or for the Subgrantee, the Georgia Department of Education, the U.S. Department of Education, or other State or Federal officials.
21.	The Contractor is responsible for ensuring that all applicable liability insurance requirements are met and will submit proof of minimum liability transportation insurance to the Subgrantee within 60 days if requested.
22.	The Contractor certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the Contractor including regular volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the Contractor agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.
23.	The Contractor will comply with the Family Education Rights and Privacy Act of 1974.
24.	Contractor will comply with all Federal statutes relating to nondiscrimination. These include but arenot limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis ofrace, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
25.	In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 andthe Drug-Free Workplace Act of 1988, the Contractor understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance ofwork pursuant to BOOST Program.

Additionally, all Contractors agree to the following quality standards for services provided. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to camps, employee criminal background checks, and any relevant licenses and permits. All subcontracted/partner staff must meet the same requirements as if they were actual staff of the Contractor.

- In addition to safety training, all staff must receive training on safe operations, hand hygiene, cleaning, and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- Directors in charge of programs must be 21 years of age and responsible for the day-to-day operations of the program. Teacher/Lead Caregivers must be at least 18 years of age, and the assistant caregiver/aide may be 16 years of age. There shall be a designated staff person in charge, who is 18 years of age or older, always on site when the afterschool or summer program is in operation. No caregiver/aide who is 16 or 17 years of age shall be solely responsible for children.
- Any Contractor whose program includes activities at a waterfront or swimming area, whether as a regular part of their service location or as an off-site educational service trip, must have at least one person with current evidence of having successfully completed a training program in lifeguarding offered by a water-safety instructor certified by the American Red Cross, YMCA, YWCA or other recognized standard-setting agency for water safety instruction. Such person may be a program staff member or an employee of a water facility (e.g., local swimming pool) and be at least 18 years of age.
- Programs must maintain the continuous supervision when students are participating in water-related activities (such as swimming, fishing, boating, or wading) as follows:
  water activities in water less than two (2) feet deep *continuous supervision must be provided in accordance with normal staff child ratios
- Age of Children - Staff: Child Ratio
  - Four (4) year olds 1:18 Five (5) year olds 1:20 Six (6) years and older 1:25
- Water activities in water over two (2) feet deep:
  - Age of Children Staff: Child Ratio
  - Four (4) yrs and older who cannot swim a distance of fifteen (15) yards unassisted 1:6
  - Four (4) yrs and older who can swim a distance of fifteen (15) yards unassisted 1:15
- At least one additional staff member above the required staff to child ratios for any water-related activity (such as swimming, fishing, boating, or wading) shall be available to rotate among the age groups as needed when any of the following circumstances are present:
  - most of the children in a group are not accustomed to or are afraid of the water
  - most of the children in a group comprised of children who cannot swim 15 yards unassisted cannot touch the bottom of the water facility without submerging their heads
  - the water facility is particularly crowded or the children have special needs which impact on their ability to participate safely in the water-related activity.
- Contractor must maintain a staff to child ratio of at least 1:20 for children aged five years with a maximum group size of 40 and at least 1:25 for children aged six years and older with a maximum group size of 50. The ratio of staff to children shall always be maintained. The staff to child ratios for a mixed-age group shall be based on the age of the youngest group of children that includes more than twenty percent (20%) of the total number of children in the mixed-age group. The ratio of staff to children, as specified in this subsection, shall always be maintained, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the contracted service, the Contractor's administrators shall develop a written plan for handling emergencies, including but not limited to severe weather, loss of electrical power or water and death, serious injury or loss of a child, a threatening event, or natural disaster which may occur at the program's location. The organization will have in place procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, and continuity of operations. The plan must apply to all children in care and will include specific accommodations for infants and toddlers, children with disabilities, and children with chronic medical conditions. Such plan shall include assurance that the Contractor's personnel will not impede in any way the delivery of emergency care or services to a child by licensed or certified emergency health care professionals.
- The Contractor shall conduct drills for fire, tornado, and other emergency situations. The fire drills will be conducted monthly,

and tornado and other emergency drills will be conducted every six months. The Contractor shall maintain documentation of the dates and times of these drills for two years.

GRPA Agency Contractor represents and warrants to GRPA, Inc.:

a. This MOU is the legal and binding obligation to GRPA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws.

b. GRPA Contractor confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as governmental (City/County) entity or Authority.

c. The Program and the use of funds will comply with the objectives set forth in this MOU and other BOOST requirements, as well as all applicable laws, rules, and regulations to which the GRPA is subject.

d. GRPA contractor agencies shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of GRPA and shall furnish to GRPA Inc. with evidence of compliance upon request. To the extent permitted by law, GRPA contractor agencies hereby agrees to indemnify, defend, and hold harmless GRPA Inc. from and against, and in respect to, all losses, expenses, costs, obligations, liabilities, and damages, including interest, penalties and reasonable attorney's fees and expenses, that GRPA Inc. may incur as a result of any negligent or willful acts or omissions of GRPA Agency or any of its agents or employees.

7. ***No Lobbying:***

GRPA Contractor agrees that no portion of the funds provided under this MOU will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Application.

*8**. Compliance: See above Assurances**.*

*9. **Additional Obligations of GRPA Contractor:***

In consideration of the contractual funding herein, CONTRACTOR shall provide GRPA with the elements set forth above and attached herein and incorporated herein by reference.

*10. **Miscellaneous:***

a. No failure to exercise, and no delay in exercising, on the part of GRPA, Inc., any right under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

b. This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.

c. In the event that any provision or any part of a provision of this MOU shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

d. GRPA Contractor understands that there is no commitment by the GRPA, Inc. to supply any further support for the Program. GRPA, Inc. considers each request on an individual basis, and that this MOU is not to be construed as establishing a precedent for further support.

e. This MOU constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The MOU may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. The titles of any paragraph of this MOU are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning or effect thereof.

*11. **Standard Terms and Conditions:*** **This MOU is subject to the above.**

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IN WITNESS WHEREOF, the parties have set their hands as of the date(s) written below.

GEORGIA RECREATION AND PARK ASSOCIATION, INC	GRPA BOOST AGENCY CONTRACTOR:
	[Organization Name:]
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____