

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
JEWISH HOSPITAL & ST. MARY'S HEALTHCARE, INC.
LOUISVILLE, KENTUCKY**

This Agreement entered on February 25, 2014, between the Jefferson County Board of Education ("JCBE") having its office at 3332 Newburg Road, Louisville, Kentucky 40218, and Jewish Hospital & St. Mary's HealthCare, Inc. (JHSMH), having its office at 200 Abraham Flexner Way, Louisville, Kentucky 40202, for the use of Jefferson County Public Schools' ("JCPS") facilities by the employees/volunteers of JHSMH and its partner agencies—The Food Literacy Project (9001 Limehouse Lane, Louisville, Kentucky 40222) and New Roots, Inc. (P.O. Box 4421, Louisville, Kentucky 40204)—to conduct the Farm to Family Obesity Prevention Initiative (FFOPI).

GENERAL TERMS OF AGREEMENT:

1. The terms of the Agreement shall be reviewed annually, during the year, or as the need arises, by the respective administrative officers of JHSMH and JCPS.
2. This Agreement shall be effective beginning on February 25, 2014, and end on December 31, 2016. This Agreement shall automatically renew for successive one-year terms for three (3) years terminating on February 25, 2017. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other party. If JCBE terminates this Agreement, the JHSMH employees/volunteers will be permitted to complete the program for the period in which the ninety (90) day notice becomes effective.
3. JCBE and JHSMH are independent parties and neither shall be construed to be an agent or representative of the other party. JHSMH agrees to hold harmless the JCBE from and against all losses, claims, expenses, actions, cases of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of JHSMH in the performance of its obligations under this Agreement that result in injury to persons, or damage to or loss of use of property, and not caused by the negligent act or omission or wilful misconduct of JCBE. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and JHSMH employees/volunteers.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

This Agreement contains the entire agreement between JCBE and JHSMH and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.

JHSMH AGREES TO:

1. Send to the JCPS Health Services Coordinator a schedule of participating schools each year.
2. Provide Food Literacy Project student farm-based education programs for 1st and 3rd grade students at Wellington Elementary starting mid-March (2013-2014 school year) and 1st and 4th grade students at Hazelwood Elementary (2014-2015 school year) aimed at engaging young people's minds, bodies and senses in an experience that effectively promotes healthy eating.

3. Provide Food Literacy Project farm-based education experiences for Wellington families (1 program in the 2013-2014 school year) and Hazelwood families (1 program in the 2014-2015 school year); and engage families in 2 family night events per year at Wellington Elementary (2013-2014) and 2 at Hazelwood Elementary (2014-2015). These programs are aimed at inspiring and empowering families to cook and consume vegetables and other healthful foods together daily, and at presenting a healthy lifestyle as easily accessible.
4. Work in partnership with Wellington and Hazelwood Elementary Schools to implement a Food Literacy Project Field-to-Fork Afterschool Club at Wellington Elementary (spring 2014) and Hazelwood Elementary (spring 2015). The club will allow up to 25 3rd, 4th, and 5th grade students to improve knowledge, attitudes, and skills related to healthy eating. Students will gain hands-on gardening experience and develop leadership skills that increase self efficacy to make healthy choices.
5. Require and verify that all employees/volunteers are covered by professional liability insurance in amounts no less than \$1,000,000/\$3,000,000 and provide JCBE with a certificate of insurance upon request.
6. Meet at appropriate times with the Coordinator of JCPS Health Services and/or his/her designee to evaluate the services being provided.
7. Inform FFOPI employees/volunteers that they are not entitled to wages for their activities during the period of affiliation with JCBE and that they are not employees of the JCBE when they are assigned to use the JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.
9. Require all FFOPI employees/volunteers who interact with JCPS students to complete a Criminal Records Check per JCBE requirements. Employees/volunteers convicted of or pleading guilty to sexual or drug offenses or any felony offense shall not be considered.
10. Notify designated program contacts at each school of variations in the schedule due to illness, inclement weather, etc.

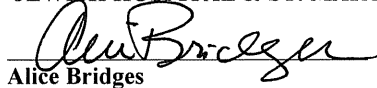
JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

1. Provide the use of facilities for FFOPI employees\volunteers. Such facilities shall be mutually agreed upon by JCPS administrative personnel and JHSMH administrative personnel. Such facilities shall be available annually during the academic year.
2. When and where possible, provide the use of conference rooms, teaching and instructional areas, library facilities and resources.
3. Assist FFOPI employees\volunteers with the interpretation of JCBE policies and procedures.
4. Provide FFOPI Project Managers with BMI, Walk/Run speed, school absence, student demographic information and Comprehensive School Survey data for the school-wide population at Wellington and Hazelwood Elementary schools as well as for students participating in FFOPI intervention activities, including student farm-based education programs, farm-based family education programs, and the Field-to-Fork Afterschool Club.
5. Provide FFOPI Project Managers with BMI, Walk/Run speed, school absence, student demographic information and Comprehensive School Survey data for another Health Promotion School of Excellence school that is not currently participating in FFOPI intervention activities. Provide this data for the school-wide population as well as for 1st, 3rd, and 4th grade student groups.
6. Wellington Elementary and Hazelwood Elementary will provide permission forms to families for participation in the Food literacy Project's Field-to-Fork Afterschool Club. The schools will also collect permission forms from families for students participating in the Food Literacy Project's farm-

based education programs. Families will enroll themselves in the Food Literacy Project's farm-based family programs.

7. Provide the JCPS Health Services Coordinator with student results to follow up with parents/guardians if needed.

JEWISH HOSPITAL & ST. MARY'S HEALTHCARE, INC.



Alice Bridges
Vice President, Healthy Communities

1-21-2014
Date

JEFFERSON COUNTY BOARD OF EDUCATION

Donna M. Hargens, Ed.D
Superintendent

Date

FIRST INITIATIVES INSURANCE, LTD
Governor's Square, Suite 4-213-4
23 Lime Tree Bay Ave., P.O. Box 10073
Grand Cayman, KY1-1001, Cayman Islands
(345) 943-2645, Fax (345) 943-2646
Email: peterjones@cmi.ky

THIS IS TO CERTIFY TO

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE OF CERTIFICATE ISSUANCE:

February 3, 2014

ORIGINAL DATE OF ISSUANCE

February 3, 2014

JEFFERSON COUNTY BOARD OF EDUCATION
ATTN: DONNA HARGENS
3332 NEWBURG ROAD
LOUISVILLE, KY 40218

CERTIFICATE OF SELF-INSURANCE

That the described self-insurance coverages as provided by the indicated policy and issued by the company has been issued to:

Named

Insured: JEWISH HOSPITAL & ST MARY'S HEALTHCARE, INC

Address: 200 ABRAHAM FLEXNER WAY
LOUISVILLE, KY 40202

The Policy identified below by a policy number is in force on the date of Certificate issuance. Self-Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Self-Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

POLICY NUMBER	POLICY PERIOD
FIPR00713	EFF. 07/01/13 EXP. 07/01/14

TYPE OF SELF-INSURANCE DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY	BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY LIABILITY & MISCELLANEOUS PROFESSIONAL LIABILITY	\$10,000,000 Each claim
HOSPITAL PROFESSIONAL LIABILITY	AS DESCRIBED	\$10,000,000 Each claim
		\$85,000,000 Shared Aggregate

Claims made coverage. Policy retroactive date is: July 1, 2002

SPECIAL CONDITIONS/OTHER COVERAGES

ID NUMBER: 1650A

EVIDENCE OF COVERAGE.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.


Authorized Representative