

Memorandum of Agreement

2014-2015 School Year

School Grants for Healthy Kids

This Action for Healthy Kids (AFHK) grant agreement is between Action for Healthy Kids and the JEFFERSON COUNTY BOARD OF EDUCATION dba JEFFERSON COUNTY PUBLIC SCHOOLS on behalf of thirty-five (35) district schools (SCHOOLS). Please see attached list of participating schools, Addendum A. The purpose of this agreement is to establish the terms and conditions under which AFHK has awarded grants to these SCHOOLS.

Article I: Scope

This agreement applies to the grant award made to SCHOOLS in August 2014 as outlined in SCHOOL's proposed project plan submitted in July 2014. These grant dollars specifically support work done during the 2014-2015 school year that support enhanced school health (nutrition and/or physical activity) programs, policies, and practices.

Article II: Grant Award

AFHK agrees to award a total of \$67,000 to district SCHOOLS pending receipt of signed MOA, submission of five-person school grant implementation team, submission of school wellness environment survey, and submission of a mid-term report due December 12, 2014. AFHK reserves the right to rescind the grant award in the event of non-compliance with this MOA. In the unlikely event that the funder supporting this work does not make timely grant payments to Action for Healthy Kids, we reserve the right to reduce the amount of your grant and/or change the schedule of payments accordingly.

SCHOOLS agree to comply with such reasonable procedures established by AFHK as requirements for this grant. The grant period will be from September 1, 2014 through May 29, 2015.

Article III: Grant Communications

SCHOOLS agree to comply with AFHK's logo and communications guidelines for all grant-related materials, including but not limited to program materials, presentations, announcements, press releases, and curricula. SCHOOLS agrees to notify AFHK prior to releasing any media or public relations outreach materials related to this grant-funded project. Prior to distribution, the national office reserves the right to review and approve all press releases and materials developed by SCHOOLS.

AFHK reserves the right to utilize school success stories/photos as needed for purposes of promoting School Grants for Healthy Kids and AFHK strategic goals.

AFHK reserves the right to publish evaluation findings in peer-reviewed journals. Under no circumstance will any school's name be identified in these publications.

Article IV: Grant Deliverables

By accepting this grant, SCHOOLS agree to use the grant funds only for the purpose described in your approved grant application. In the event that your school cannot use grant funds for the purposes described in the application, you must notify AFHK immediately. SCHOOLS agree to accomplish the proposed project specific outcomes outlined below.

- Designate a school contact to serve as the point of contact for Action for Healthy Kids.
- Submit the names of at least five (5) school wellness team members that helped to implement your school's proposed grant plan.
- Encourage the five (5) school wellness team members to register at the online AFHK Get in the Action Volunteer Center ([AFHK Volunteer Center](#)).
- In compliance with state and federal law, respond to all requests for information from AFHK staff within 72 hours, and participate and contribute with ideas, feedback, and questions in training and sharing opportunities provided by AFHK.
- Submit a minimum of 5 photographs documenting the program in action (2 due with mid-term report, 3 due with final project report).
- Complete all required AFHK reporting and evaluation protocols in a timely manner.
- Schools must utilize the AFHK Get in the Action Center to promote health & wellness volunteer needs, as they arise, to support this funded project.
- Schools must join the celebration during Every Kid Healthy Week, by hosting a family-friendly health-promoting event during April 2015. Schools must complete the Every Kid Healthy Survey by March 31, 2015 to provide event info.

AFHK reserves the right to audit grant programs and budgets as needed.

Article VII: AFHK Resources

Throughout the grant term, AFHK will provide the following resources to SCHOOLS to support this effort:

- Grant funds to be spent according to proposed SCHOOL project plan.
- Training and resources via phone, email, and webinars to provide technical assistance to SCHOOLS and grant implementation team (including school staff, administrators and parent/community volunteers).
- Opportunities to share ideas and best practices with other granted schools.
- Online technology to recruit and manage volunteers for events and activities related to funded project.

- Connections with local, state, and national resources and partners.
- Successes from other funded schools.

Article VIII: Events Management

AFHK requires schools to host school-based celebration events to promote the schools' work to create a healthier school environment, and to involve parents and the community in its efforts. Events are encouraged during April 2015 during Every Kid Healthy Week festivities. When SCHOOLS host an event, SCHOOLS should use the AFHK Get in the Action Volunteer Center to promote the event and source volunteer support from parents and the school community, as needed. In the event that SCHOOLS host an event and choose to use the AFHK Get in the Action Volunteer Center to source volunteers, SCHOOLS will be required to sign the School Acknowledgment and Release and Waiver of Liability. A copy of the School Acknowledgement and Release and Waiver of Liability form can be reviewed [here](#).

Article IX: Reporting Requirements

Reports on the above deliverables must be submitted to the national office as follows:

- December 12, 2014 – Mid-term report for work completed from September 1, 2014 to December 12, 2014, including full completion of the School Wellness Environment Survey.
- March 31, 2015 – Every Kid Healthy Week event survey
- May 29, 2015 – Final report for work completed from September 1, 2014 to May 29, 2015.

SCHOOLS agrees to this Memorandum of Agreement to implement the above deliverables as stated in SCHOOL's proposed plan.

Donna M. Hargens, Ed.D., Superintendent

Date

ADDENDUM A

JEFFERSON COUNTY PUBLIC SCHOOLS ACTION FOR HEALTHY KIDS SCHOOL NUTRITION GRANT RECIPIENTS

Atkinson Academy - \$2,400
Auburndale Elementary School - \$2,400
Byck Elementary School - \$2,400
Camp Taylor Elementary School - \$2,400
Carter Traditional Elementary and DuValle Education Center - \$2,400
Coleridge Taylor Elementary School - \$1,400
Coral Ridge Elementary School - \$1,400
Crums Lane Elementary School - \$2,400
Fairdale Elementary School - \$2,400
Foster Traditional Academy - \$2,400
Goldsmith Elementary School - \$2,400
Gutermuth Elementary School - \$1,400
Hazelwood Elementary School - \$2,400
Indian Trail Elementary School - \$1,400
Jacob Elementary School - \$2,400
Kenwood Elementary School - \$2,400
Klondike Elementary School - \$1,400
Layne Elementary School - \$2,400
Luhr Elementary School - \$1,400
Moore Middle and Moore High School - \$1,400
Olmsted Academy North Middle School - \$2,400
Olmsted Academy South Middle School - \$1,400
Portland Elementary School - \$2,400
Sanders Elementary School - \$1,400
Seneca High School - \$1,400
Shawnee Academy (Middle and High School) - \$2,400
Slaughter Elementary School - \$2,400
Stonestreet Elementary School - \$1,400
Valley High School - \$1,400
Waggener High School - \$1,400
Watterson Elementary School - \$1,400
Wellington Elementary School - \$2,400
Wilkerson Elementary School - \$1,400
Wilt Elementary School - \$1,400
Zachary Taylor Elementary School - \$1,400



School Acknowledgment and Release and Waiver of Liability

In exchange for the opportunity to access Action for Healthy Kids ("AFHK") Volunteer Matching System, the Jefferson County Board of Education dba Jefferson County Public Schools ("School") enters into this Acknowledgment and Release and Waiver of Liability ("Release").

1. Acknowledgements

A. School acknowledges that AFHK offers School access to its Volunteer Matching System to identify potential volunteers for School's programs and initiatives focused on health and wellness and decreasing childhood obesity ("Volunteer Services"). School represents and warrants that it will not utilize the Volunteer Matching System for any purpose other than covered Volunteer Services.

B. School will not share its access to the Volunteer Matching System or the information acquired thereon to anyone or any other entity, whether gratis or for profit.

C. School acknowledges that AFHK does not endorse, certify or in any way represent that volunteers on the Volunteer Matching System list ("Volunteer") are qualified to perform Volunteer Services and understands that AFHK has not conducted any proof of identification, background check, personal interview or any other reference check on such Volunteers.

D. School acknowledges that it is solely responsible for screening and/or vetting any Volunteer candidate identified on the Volunteer Matching System and informing such Volunteer candidate of the School's policies and procedures for volunteering.

E. School acknowledges that it has the exclusive discretion and authority to accept or reject Volunteer candidates in accordance with the School's own criteria for volunteering and/or the criteria necessary for the Volunteer Services.

F. School shall be exclusively responsible for the direction and control of the Volunteers while on School grounds, including but not limited to the supervision of the Volunteers at all times in accordance with the School's own policies and procedures regarding volunteer conduct and interaction with students.

2. **Waiver and Release:** School, and anyone claiming through or on behalf of School, its School Board or School District, releases and forever discharges and holds harmless Action for Healthy Kids, an Illinois not-for-profit, and its board of directors, staff, officers, directors,

employees and its or their successors and assigns (collectively "AFHK Released Parties") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise out of or be related to School's use of the AFHK Volunteer Matching System or any Volunteers obtained therefrom. School understands that this Release discharges AFHK Released Parties from any and all liability or claim that School may have against any AFHK Released Party with respect to bodily injury, personal injury, illness, death, or property damage to a Volunteer or that a Volunteer may cause or that may otherwise result from the services any Volunteer provides for School, even if arising from the negligence of an AFHK Released Party, to the fullest extent permitted by law. This Release is effective immediately and forever.

3. Indemnification: To the extent allowed by Kentucky law, School shall indemnify, defend and hold harmless AFHK and its affiliates and their respective officers, directors, board members, employees and state team leaders, from and against any and all losses, suits, demands, liabilities, claims, actions, expenses and damages of whatsoever kind or nature, including costs, obligations and reasonable attorneys fees, arising out of personal injury, death or property damage caused by or arising from any actual or alleged negligence or willful misconduct by School, its employees, its students, parents of its students, School Board or District, Volunteers or others, but for such claims caused by the sole gross negligence of AFHK. School shall not settle any claim which includes any AFHK Released Parties without the express prior written consent of AFHK.

4. Insurance: At all times during the course of the relationship with AFHK, School, either individually or in conjunction with its School District, shall maintain in effect insurance coverage (which may be provided through a self-insurance program), including but not limited to, commercial general liability, property, workers compensation (state statutory minimum) and employer's liability, in such amounts as are usual and customary for its district, and which shall cover the School's obligations set forth in Sec. 2 and 3 above. The School, for itself, its Board and School District, and its respective insurance carriers, agrees to a waiver of subrogation in favor of AFHK.

5. Confidentiality. Except as required by Kentucky law, School agrees to keep information it accesses and uses from the Volunteer Matching System confidential. School agrees not to disclose such information except on a need to know basis and not to use any such information for any purpose except for identifying potential volunteers to assist with activities associated with reducing childhood obesity that it sponsors or hosts. In the event the School, or someone on its behalf, actually or allegedly breaches the confidentiality agreement, the School shall indemnify, defend and hold harmless AFHK from and against any and all claims, actions, lawsuits, demands, damages and costs, including reasonable attorneys' fees, from any third-party. Additionally, in the event of a breach of confidentiality, the School shall no longer have access to the AFHK Volunteer Matching System.

6. Other: School expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State in which School is located and that this Release shall be governed by and interpreted in accordance with the laws of the State of Illinois. School agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

I, Donna Hargens, Superintendent, certify that I have the power and authority to enter into this agreement on behalf of School and to bind the School to the obligations hereunder.

Signature

Date

Superintendent

Title