



**MEMORANDUM OF AGREEMENT  
BETWEEN  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND  
FOOD LITERACY PROJECT  
LOUISVILLE, KENTUCKY**

This Agreement entered on May 1, 2015, between the Jefferson County Board of Education ("JCBE") having its office at 3332 Newburg Road, Louisville, Kentucky 40218, and The Food Literacy Project at Oxmoor Farm (FLP), having its office at 9001 Limehouse Lane, Louisville, Kentucky 40222, for the use of Jefferson County Public Schools' ("JCPS") facilities by the employees/volunteers of the Food Literacy Project—to conduct the Farm to School support program.

**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 FLP and JCPS.
2. This Agreement shall be effective beginning on May 1, 2015 and end on December 31, 2016. This Agreement shall automatically renew for successive one-year terms for three (3) years terminating on December 31, 2019. 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 FLP employees/volunteers will be permitted to complete the program for the period in which the ninety (90) day notice becomes effective.
3. JCBE and FLP are independent parties and neither shall be construed to be an agent or representative of the other party. FLP 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 FLP 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 FLP 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 FLP 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.

**FOOD LITERACY PROJECT (FLP) AGREES TO:**

1. Send to the JCPS Coordinator of Nutrition Initiatives a schedule of schools participating in Farm to School activities each year.
2. Provide student farm-based education programs, in-class lessons, and hands-on "truck farm" experiences aimed at engaging young people's minds, bodies and senses and effectively promoting healthy eating for students from at least 20 JCPS schools between May 1, 2015 and October 31<sup>st</sup> 2016.
3. Share the Farm to School support program opportunities with JCPS teachers through the Health Promotion Schools of Excellence Summer Institutes in summer 2015 and summer 2016.

17. Provide the JCPS Coordinator of Nutrition initiatives with program evaluation results.

**JEFFERSON COUNTY BOARD OF EDUCATION (JCBE) AGREES TO:**

1. Provide the use of facilities for FLP employees\volunteers. Such facilities shall be mutually agreed upon by JCPS administrative personnel and FLP administrative personnel. Such facilities shall be available annually during the academic year, however such use may not interfere with the instructional program of JCPS.
2. When and where possible, provide the use of conference rooms, teaching and instructional areas, library facilities and resources.
3. Assist Food Literacy Project employees\volunteers with the interpretation of JCBE policies and procedures.
4. Provide Farm to School Project Director with student demographic information, school absence, and Comprehensive School Survey data for JCPS students participating in farm-based education and afterschool program activities. Any such information, reports or data shall be limited to the evaluation of the Farm to School program and the grant funding, and shall be made consistent with any applicable federal or state laws relating to the provisions and confidentiality of such information.
5. Participating schools will provide permission forms to families for participation in the FLP's farm-based education programs and afterschool clubs. Families will enroll themselves in the Food Literacy Project's farm-based family and family engagement workshops.

**THE FOOD LITERACY PROJECT AT  
OXMOOR FARM, INC.**



**Carol Gundersen  
Executive Director**

3/19/15  
**Date**

**JEFFERSON COUNTY BOARD OF  
EDUCATION**

  
**Donna M. Hargens, Ed.D  
Superintendent**

  
**Date**