

**Whole Kids Foundation Healthy Kids Innovation Grant Agreement-  
Jefferson County Board of Education**

This Grant Agreement ("Agreement"), effective September 28, 2016 ("Effective Date"), is made and entered into by and between Whole Kids Foundation (the "WKF" or "Whole Kids") located at 550 Bowie St., Austin, TX 78703, and Jefferson County Board of Education dba Jefferson County Public Schools ("Grantee" or "JCPS") located at 3332 Newburg Road, Louisville, KY 40218.

**Relationship of Parties**

The relationship of Whole Kids to JCPS is that of a funder and recipient. No provision contained herein shall be construed to create a partnership, joint venture, agency, fiduciary or employment relationship.

**Terms**

**1. Program Agreement and Costs**

In order to fulfill its mission and support the success of school garden programs, WKF is excited to offer JCPS a Healthy Kids Innovation Grant to develop and host their JCPS Teacher Training program. JCPS will fulfill the terms of the program listed below and WKF will provide a one-time grant of \$25,000 to JCPS. The grant shall be paid as a lump sum on or before October 1, 2016 with signed receipt of this contract.

**Program Description**

JCPS will provide training for 25 secondary health teachers that will cover mindfulness, self-care, well-being, food and culture, nutrition education, connections between food nourishment and mental health and implementing nutrition education in high school health classes

The training will include the following:

- Two Half-Day Educator Retreats:
  - Introduction of Mindfulness in Health Education & Impact of Self-Care for Teacher Well Being and Effectiveness in Classroom
  - Family & Food: Bringing Mindful Awareness to One's Inherited Food Practices and Information
  - Mindfulness and stress management techniques
  - Self-care action plans
- Three 120 minute seminars on topics related to mindfulness-based nutrition:
  - Seminar 1: Food and Culture: an Exploration of Food, Body and Nourishment in the Various Cultural Climates from Local, Community and Global Levels
  - Seminar 2 & Field Trip – Whole Kids Foundation's Healthy Teachers Program
  - Seminar 3 – Connections between Food, Nourishment, Stress and Mental Health
- Three 120 minute planning session on integrating mindfulness-based approaches to a nutrition and body wellness curriculum

- Group Process
- Rewrite Nutrition Unit
- Final Lesson Plans and Practice

As a result of the trainings, the teachers will:

- Develop and implement a mindfulness-based nutrition curriculum for their secondary health/nutrition students
- Meet monthly as a Professional Learning Community (PLC)

Whole Kids Foundation will provide a Healthy Teachers Program class as one of the 120-minute seminars

### **Timeline**

- By August 31, 2016: Recruit teachers
- September 2016 – May 31, 2017: Conduct teacher PD
- Jan. – May 2017: Teachers develop curriculum and additional training
- Jan. – May 2017 : PLCs and Secondary Health Teachers implementing in classroom and refining curriculum
- August 2017: Full implementation in classrooms
- January 2018: Teachers scale program

### **Reporting**

JCPS agrees to submit (1) bi-annual status report and one (1) final report based on the below reporting schedule. These reports include, but are not limited to, a written report, a phone call check in; and five to ten (5-10) high resolution, fully media-released photos of project activities that WKF may use for digital communication purposes on WKF's website and for promotional materials.

In addition, the status and final reports should include quotes from the JCPS Teacher Training attendees, their school community, and/or students. The intent of the reports is for WKF to understand how JCPS is progressing along in deliverables, but also for WKF to capture the stories and successes to share with our stakeholders on the impact of this investment.

### **Reporting Schedule:**

- **June 2017:** Halfway report on the success of the PD, Secondary Health Teacher's implementation and PLCs.
- **January 2018:** Final report and update on the implementation in classrooms and the plan to scale the program

### **2. Use of Funds:**

(a) Grantee shall use the grant funds received from the Foundation, only for the purposes and in the manner provided in Grantee's grant proposal set forth in the Program Description, which is hereby incorporated into this Agreement, and shall repay any amounts not so used.

(b) This grant is designated for the project(s) described in the Program Description. It is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with the terms and conditions of this Agreement.

**3. Prohibitions:** No grant funds shall be used:

(a) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code) and to that end, Grantee represents and warrants that the current budget for the project(s) described in The Program Description, as previously submitted to the Foundation, accurately reflects the Grantee's present intentions to expend this grant solely on non-lobbying and non-voter-registration activities during the grant period;

(b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code);

**4. Remedies:** In addition to any other remedies that the Foundation may have, Grantee agrees that the Foundation may withhold grant funds or terminate any grant commitment that the Foundation may have made to Grantee if Grantee fails to comply with the representations and other terms contained in this Agreement.

**5. Reversion of Funds:** Grantee agrees to immediately repay any unspent portion of the grant funds under the following conditions: (a) in the event of Grantee's dissolution, as required under Delaware law;

(b) in the event that Grantee no longer qualifies as an organization described in Section 501(c)(3) of the Code (if Grantee is not a governmental body); or

(c) in the event the grant was made for a specific grant period, any amount not expended by the end of such period, unless the Foundation agrees in writing to Grantee's written request for carryover of the funds for a new grant period.

**6. Grantee Tax Status:** Grantee represents that it is either: (a) an organization that is exempt from tax under section 501(c)(3) of the Code and whose status has been duly confirmed by one or more operative Internal Revenue Service rulings or determination letters, copies of which Grantee has submitted to the Foundation; or (b) a governmental body.

**7. Books and Records:** Grantee shall maintain complete records of receipts and expenditures and shall account separately for funds received from the Foundation, and income thereon. Records of expenditures, as well as copies of the reports submitted to the Foundation, shall be kept for at least four (4) years after completion of the use of all grant funds. Grantee's books and records shall be available to the Foundation and its representatives for inspection and copying at all reasonable times at Grantee's premises.

**8. Reports:** Grantee shall submit full and complete reports according to the instructions and schedule described in the Reporting Schedule, which is hereby incorporated into this Agreement.

**9. Reporting Changes:** Grantee will assign a representative for this grant and promptly notify the Foundation of any change in the project manager assigned to the Grantee's proposal. Grantee also will report to the Foundation changes in contact information including address, telephone, e-mail and fax numbers.

**10. USA Patriot Act:** Grantee certifies that it does not employ or deal with any entities or individuals who appear on any list of the United States ("U.S.") Government, the United Nations ("U.N."), or the European Union ("EU") identifying it as having links to terrorism or money laundering. These lists include the U.S. Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List which identifies entities designated by the U.S. Government as Foreign Terrorist Organizations or as supporters of terrorism, the U.S. Government's Terrorist Exclusion List maintained by the Department of Justice, the list promulgated by the U.N. pursuant to U.N. Security Council Resolutions 1267 and 1390, the list promulgated by the EU pursuant to EU Regulation 2580, and any other official list available, or with any entities or individuals known to support terrorism. Grantee also agrees to undertake reasonable steps to ensure that funds provided by the Foundation are not ultimately distributed to terrorist organizations.

**11. Foreign Corrupt Practices Act:** The parties understand that they must comply with all applicable laws, statutes, regulations and codes relating to anti-corruption, both domestically and otherwise, including, but not limited to, the Foreign Corrupt Practices Act.

**12. Copyrights and Patents:** Reports, books, articles, software, videos or other material resulting from this grant may be copyrighted by the Grantee or by the author, with the goal of obtaining the widest dissemination of such materials. Grantee agrees that third party use of such material copyrighted by the Grantee shall be freely granted upon request. The Foundation reserves a royalty-free license to use such reports, books, articles, software, videos or other material resulting from this grant. For projects involving the possibility of patents, the Grantee must request further information from the Foundation.

**13. Publicity:** (a) If the Grantee wishes to publicly announce the grant from the Foundation, the Foundation requires pre-approval of all press releases or other related media material.

(b) Grantee and the Foundation shall collaborate and mutually agree upon the publicity strategy for the project findings, taking into consideration presentations, publications and related activities. Any presentations, publications and related activities occurring in connection with the project shall acknowledge the Foundation's grant.

(c) Grantee shall obtain prior approval from the Foundation for any such public disclosures, including the narrative description of the Foundation, its programs and the nature of the grant, logos, signage or other printed materials.

**14. Relationship of the Parties:** Nothing contained herein shall be construed in any way to create a joint venture, partnership, agency or other similar relationship between the Foundation and Grantee, and it is the specific intent of the parties that no such relationship be established hereby. Neither of the Parties shall have any express or implied right or authority to assume or create any obligations on behalf, or in the name, of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

**15. Assignment and Amendment:** Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by either party without the prior written consent of the other party. This Agreement may be amended only upon the mutual signed written consent of both parties.

**16. No Third-Party Rights:** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and to their respective successors and assigns.

**17. Governing Law:** This Agreement shall be governed by the laws of the State of Delaware, without giving effect to its conflicts of law provisions.

**18. Notice.** Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be in writing and shall be delivered by hand or by registered or prepaid certified mail through the United States postal service, return receipt requested, or via courier service similar to United Parcel Service or Federal Express, addressed to the following address, or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

*If to Grantee: Name, Title  
With a copy to: Address*

*If to Foundation:  
Nona Evans, Whole Kids Foundation Executive Director  
550 Bowie St.  
Austin, TX 78703*

**19. Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

**20. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. Fax, email, and other electronic transmissions are considered originals for all purposes.

**21. Compliance with Laws.** The provisions of this section shall survive any termination or expiration of this Agreement. Each party represents and warrants that: It shall comply with all laws, rules, and regulations applicable to this Agreement; and it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

**22. Waiver.** A party's waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

**23. Entire Agreement:** This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

In Witness Whereof, the parties have executed this Agreement to become effective as of the Effective Date.

**JEFFERSON COUNTY PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Name: Dr. Donna Hargens  
Title: Superintendent

Date: \_\_\_\_\_

**WHOLE KIDS FOUNDATION**

By: \_\_\_\_\_  
Name: Kim Herrington  
Title: Programs & Finance Director

Date: \_\_\_\_\_