

## MEMORANDUM OF AGREEMENT

**The Food Literacy Project at Oxmoor Farm, Inc.**

**and**

**Jefferson County Board of Education**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by and between The Food Literacy Project at Oxmoor Farm, Inc. (hereinafter "FLP") with its principal place of business located at 9001 Limehouse Lane, Louisville, KY 40220 and the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, KY 40218 (JCPS and FLP are hereinafter referred to individually as a "Party" and collectively as the "Parties").

Whereas FLP has been awarded a grant from the United States Department of Agriculture, National Institute of Food and Agriculture (USDA NIFA) to provide food, nutrition and agricultural themed project-based learning experiences for students participating in the Accelerate to Graduate (A2G) Program, which was moved from Iroquois High School to Newcomer Academy. Students will also be encouraged to participate in the Food Literacy Project's year-round youth employment and leadership development opportunities through the Youth Community Agriculture Program (YCAP).

Whereas the Parties wish to outline in writing their mutual understanding of a partnership to provide students with project-based learning and inquiry-driven activities that support their regular academic programs and individual learning plans while also promoting youth development and cultural inclusiveness.

FLP will work with JCPS instructors to implement project-based learning opportunities for Newcomer Academy students within the A2G Program, facilitating learning opportunities at home, at school and at Iroquois Urban Farm, a dynamic, living classroom laboratory. Project-based learning opportunities will be adapted for implementation in a non-traditional instruction format and will resume in-person when JCPS deems it feasible to return to in-person instruction. Students will engage in food system exploration that connects with core subject areas. A2G teachers will actively participate in the development of lasting educational resources—5 cross-curricular Inquiry Design Models (IDMs). Outside of school students will be encouraged to participate in FLP's Youth Community Agriculture Program (YCAP), through which they will have the opportunity to learn and earn, and to propel the creation of a vibrant hub for urban agriculture, fresh food access and education, youth employment and leadership development, community engagement and cultural exchange at Iroquois Urban Farm in South Louisville. FLP will implement the YCAP summer and academic-year job skills and leadership development program. YCAP will be adapted for virtual implementation in the event of continued physical distancing and non-traditional instruction requirements. Grant funds will help support participation of A2G students in YCAP, optimizing opportunities to connect

and extend student learning experiences beyond the school day. FLP will collaborate with JCPS faculty—including instructional leads—and students to co-create 5 cross-curricular IDMs rooted in Food Agriculture Nutrition and Health (FANH) sciences. JCPS and FLP will provide 6 to 9 hours of professional development for Accelerate to Graduate teachers on the creation and use of IDM. JCPS will adapt the IDMs for use across grade levels and will lead the project's evaluation.

NOW, THEREFORE, in consideration of the premises and the mutual promises outlined in this Agreement and Attachments A and B, JCPS and FLP agree that they will collaborate as described below.

**I. The Food Literacy Project at Oxmoor Farm, Inc. agrees to:**

- A. Provide high-quality in-school or non-traditional instruction programs to students attending the Newcomer Academy's Accelerate to Graduate Program and out-of-school-time employment and leadership development opportunities through the FLP's Youth Community Agriculture Program (YCAP).
- B. Work with Newcomer Academy instructors to ensure school programs are aligned with the school's curriculum in the core subject areas and support A2G students' progress on their individual learning plans.
- C. Obtain written parental/guardian permission to share educational data on participating students with the United States Department of Agriculture to comply with grant reporting requirements. Only data listed on the signed permission form will be shared with the United States Department of Agriculture's National Institute of Food and Agriculture.
- D. Obtain an all-risk property and casualty insurance policy concerning the facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance. The Board of Education, Jefferson County, must be added as an "Additional Insured" and must be in the description of operations section of the Certificate of Insurance. The complete policy number and inception and expiration dates must also be included.
- E. Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement who are not already current JCPS employees, interns or volunteers:
  - 1. A state criminal records check;
  - 2. A state and national criminal (fingerprint) history background check; AND
  - 3. A letter, provided by the individual from the Cabinet for Health and Family Services, stating that there are no findings of substantiated child abuse or neglect on record. No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the individual appointed by FLP to administer its programs at Iroquois High School and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
- F. Prohibit FLP contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS

facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses; OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

G. If the performance of this Agreement involves the transfer by JCPS to FLP of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), FLP agrees to:

1. Comply with the JCPS Institutional Review Board (IRB) conditions for approval established March 22, 2019: (a) obtain signed informed consent forms that include all elements required to meet 45 CFR 46.116 and 117 as well as JCPS policies for consent, and (b) provide a final report of research activities to the JCPS IRB including analysis of program efficacy relative to student success and challenges.
2. Apprise the JCPS IRB in writing via the JCPS Data Request Management System (DMRS) of any new requests for personally identifiable information (PII) from students or staff that will be used to monitor or evaluate program activities or changes to surveys or other methods used to collect information from students pursuant to 45 CFR 46 continuing review procedures.

H. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.

1. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than FLP and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
2. Require all employees, contractors, volunteers, and agents of FLP to comply with all applicable provisions of FERPA with respect to any such data. FLP shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.



3. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. FLP shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in subsection 2, above.
  4. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of FLP necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
  5. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by FLP for the purposes of this Agreement. FLP will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
  6. JCPS retains the right to audit FLP's compliance with the confidentiality requirements of this provision.
- I. Obtain approval from JCPS Communications for any use of JCPS or school name, logo, or other identifying information prior to use on or in FLP website, social media or printed materials.
- J. Coordinate any funding contacts or requests in the community with the JCPS Department of resource Development.

## **II. JCPS agrees to:**

- A. Recruit students to participate in the in-school, afterschool and summer programs, subject to the consent of **FLP's** Program Director and the Newcomer Academy Principal.
- B. Provide a specific process with the Newcomer Academy Principal to address any failure to adequately meet performance expectations as assessed by **FLP's** Program Director.
- C. Provide adequate space for the in-school, afterschool and summer programs, such as access to gym or cafeteria as available and other spaces (classrooms or library) for enrichment activities. Such facilities shall be available during program hours and such use may not interfere with the instructional program of JCPS. Such facilities shall be unavailable during periods of Non-Traditional Instruction.
- D. Provide a Teacher(s) to co-lead in-school programs with the **FLP**
- E. With written parental/guardian permission, share educational data on participating students with **FLP** to comply with USDA NIFA grant reporting requirements. Only data listed on the signed permission form will be shared with **FLP**.
- F. Obtain an all-risk property and casualty insurance policy concerning the facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide FLP with a certificate of insurance. The Food Literacy Project at Oxmoor Farm, Inc. must be added

- as an "Additional Insured" and must be in the description of operations section of the Certificate of Insurance. The complete policy number and inception and expiration dates must also be included.
- F. Acquire grant funded program supplies outlined in the project budget in a timely fashion.
  - G. Provide a co-project director, Ryan New, Instructional Lead Social Studies, to co-lead the project with the Project Director, Angelique Perez, FLP Associate Executive Director.
  - H. Engage a Social Studies consultant through a professional services contract to assist with IDM creation and adaptation and teacher professional development (123 hours per year).
  - I. Arrange and pay for student transportation for farm-field studies and other study trips as JCPS and FLP policies allow (5 per year) using grant funds.

### **III. Payment**

FLP will provide funding to JCPS in accordance with the budget in **Attachment A**. FLP will provide funding of \$34,427 in accordance with the terms of the Agreement. This amount includes carryover funding from the first year of the project. JCPS billing for reimbursement must include (a) the cost categories as outlined in the approved Attachment A, (b) supporting documentation with copies of actual invoices and travel reimbursement requests, and (c) appropriate signatures of authorized JCPS officials.

Invoices may be sent monthly but no less than quarterly. The Final Invoice shall be clearly identified as "FINAL" and shall be submitted no later than 60 days after the Agreement's end date. Any reimbursement requested that does not comply with this Agreement and any process or procedure shall not be honored.

#### **Invoices should be submitted to:**

Casey Sterr – Business Manager  
The Food Literacy Project at Oxmoor Farm  
9001 Limehouse Lane  
Louisville, KY 40220  
Phone: 502-491-0072  
Email: casey@foodliteracyproject.org

### **IV. Period of Performance**

This Agreement shall be in effect for the period beginning October 28, 2020 through September 30, 2021.

### **V. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than sixty (60) days written notice to either party. This Agreement may be terminated immediately by JCPS upon fifteen (15) business days written notice to FLP for its failure to cure a material breach of this Agreement, prior written notice and opportunity to cure of at least fifteen (15) days having been afforded.

### **VI. Modification:**

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and FLP.

**VII. Equal Opportunity:**

During the performance of this Agreement, FLP shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any employee or student because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability or limitations related to pregnancy, childbirth, or related medical conditions.

**VIII. Independent Parties:**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that neither party shall be construed to be an agent, employee or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which FLP performs its work and functions.

**IX. Captions:**

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

**X. Entire Agreement:**

This Agreement contains the entire agreement between JCPS and FLP and supersedes any prior agreements. Any agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in the preamble to this Agreement.

**JEFFERSON COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
Dr. Martin A. Pollio  
Superintendent

\_\_\_\_\_  
Date

**The Food Literacy Project at Oxmoor Farm, Inc.**

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Carol Gundersen  
Executive Director

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Date

**Attachment A**  
**SPECA Grant Budget - Funding to JCPS**

<b><u>Professional Development Stipends</u></b>	<b><u>Grant Funds</u></b>
PD stipends for IDM training 5 teachers x 14 hours per year x \$21.50 per hour	\$ 1,505
<b><u>Fringe Benefits</u></b>	
Fringe Benefits on Teacher PD stipends	\$ 284
<b><u>Supplies/Materials</u></b>	
Project Based Learning Kits (30 x \$350 each)	\$ 10,500
Newcomer General A2G Classroom Supplies	\$ 1,500
Newcomer Garden Supplies	\$ 3,300
Newcomer Kitchen Classroom Supplies	\$ 2,500
Cannon EOS 80D DSLR video creator kit	\$ 1,500
Camera Tripod	\$ 200
Camera Stabilizer	\$ 100
Clip-on Microphone	\$ 100
<b><u>Contractual</u></b>	
Social Studies Consultant (professional services contract with JCPS) \$32.50 per hour x 123 hours per year	\$ 3,998
<b><u>Indirect Costs</u></b>	
Indirect Costs on eligible items at 3.18% = \$1,015	\$ 1,015
<b><u>Transportation</u></b>	
5 field trips per year for 30-35 students: \$185 per trip x 5 trips	\$ 925
<b><u>Other Services</u></b>	
JCPS Accountability, Research and Systems Improvement evaluation services \$65 per hour x 231 hrs total Yr 2: \$5,000 (77 hrs)	\$ 7,000
<b>Total</b>	<b>\$ 34,427</b>



Attachment B

United States Department of Agriculture  
National Institute of Food and Agriculture  
AWARD FACE SHEET

**United States Department of Agriculture  
National Institute of Food and Agriculture  
AWARD FACE SHEET**

<b>1. Award No.</b> 2019-38414-30263	<b>2. Amendment No.</b>	<b>3. Proposal Number</b> 2019-02883	<b>4. Period of Performance</b> 09/01/2019 through 08/31/2022	<b>5. Type of Instrument</b> Grant																							
<b>6. Type of Action</b> New	<b>7. CFDA Number</b> 10.226	<b>8. FAIN</b> 20193841430263	<b>9. Method of Payment</b> ASAP 38414302633841419000	<b>10. CRIS Number</b> 1020369																							
<b>11. Authority:</b> 7 U.S.C. 3152(j), Sec. 1417(b)(1) of 7 U.S.C. 3152(j), Secondary Ag Education Challenge Grants Program																											
<b>12. Agency (Name and Address)</b> Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271		<b>13. Awardee Organization</b> FOOD LITERACY PROJECT AT OXMOOR FARM LOUISVILLE, KY 40222-9017																									
<b>14. Program Point of Contact:</b> Victoria LeBeaux Telephone: 202-720-2067 victoria.s.lebeaux@usda.gov		<b>Administrative Point of Contact:</b> Bora Mpinja Telephone: 2024014986 bora.mpinja@usda.gov		<b>15. Project Director/Performing Organization</b> Angelique C Perez The Food Literacy Project at Oxmoor Farm, Inc. Louisville, KY 40220-9017																							
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<p><b>This Award incorporates the following:</b></p> <ol style="list-style-type: none"> <li>The referenced proposal and any revision thereto - incorporated by reference</li> <li>Research Terms and Conditions and NIFA Agency Specific Terms and Conditions (6/17) at <a href="http://nifa.usda.gov/terms-and-conditions">http://nifa.usda.gov/terms-and-conditions</a></li> <li>General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; and, Title 7: 7 CFR Part 3430 - all incorporated by reference and found at <a href="http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR">http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR</a></li> <li>The Approved Award Budget</li> <li>NIFA Project Initiation Documents - incorporated by reference</li> <li>Section 1462(a) and (c) of the National Agricultural Research, Extension, and Teaching Policy Act of 1977 (NARETPA) limits indirect costs for the OVERALL award to 30 percent of Total Federal Funds Awarded (TFFA) under a research, education, or extension grant or the grantee's Federally Negotiated Rate, whichever is less. The cap applies to the prime recipient and all sub-awardees. Please be aware that when IDC for the recipient and all sub-awardees are totaled, they must not exceed 30% of the TFFA. Be advised that the prime recipient is responsible for ensuring the maximum indirect cost allowed for the award is not exceeded when combining indirect costs for the Federal portion (i.e., prime and subawardee(s)) and any applicable cost-sharing (see 7 CFR 3430.52(b)). Amounts exceeding the maximum allowable indirect cost is considered unallowable. See sections 408 and 410 of 2 CFR 200. The Terms and Conditions allow the Authorized Representative of the prime recipient organization to make the budget changes without notifying NIFA.</li> <li>The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at <a href="mailto:asapcustomerservice@nifa.usda.gov">asapcustomerservice@nifa.usda.gov</a>.</li> <li>Prohibition against using funds under Grants and Cooperative Agreements with Entities that require certain internal confidentiality agreements are referenced at <a href="https://nifa.usda.gov/prohibition-confidentiality-agreements">https://nifa.usda.gov/prohibition-confidentiality-agreements</a></li> <li>The Project Director is required to attend the annual Project Director's workshop/conference as stipulated in the RFA.</li> <li>The organization's approved negotiated rate(s) result in the lesser indirect cost dollars for this project and is therefore the rate(s) that must be used when charging indirect costs under this award.</li> </ol>																											
<b>FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE</b>																											
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<b>Typed Name</b> Garland Carl Robertson Authorized Departmental Officer		<b>Signature</b> GARLAND.ROBERTS ON		<b>Date</b> 08/18/2019																							

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