

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
The Food Literacy Project**

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218, the Food Literacy Project (hereinafter "FLP") with its principal place of business located at 536 North 44th Street, Louisville, Kentucky 40212

Whereas FLP has been awarded a grant from the United States Department of Agriculture, National Institute of Food and Agriculture to provide food, nutrition and agricultural themed project-based learning experiences for students participating in the Accelerate to Graduate (hereinafter "A2G") Program at Newcomer Academy (hereinafter "Newcomer").

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.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, JCPS and FLP agree that they will collaborate

I. FLP 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.
- b. Work with Newcomer Academy staff 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. Only after approval from the JCPS Institutional Review Board, 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.
- d. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos, or social media without prior approval from JCPS.
- e. For any projects involving program evaluation, monitoring activities, or data collection or research of any kind, JCPS student or staff participation is voluntary.

As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

- f. 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:
 - i. 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.
 - ii. 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 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.
 - iii. 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.
 - iv. 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 this agreement.
 - v. 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.
 - vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which FLP no longer needs it for the purposes of this Agreement. FLP will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

- g. JCPS retains the right to audit FLP's compliance with the confidentiality requirements of this provision. 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:
- h. FLP acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- i. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- j. Require all employees, volunteers and contractors (including employees of contractors) of FLP performing services on JCPS school premises during JCPS school hours under this Agreement submit per KRS 160.380 to a national and state criminal history background check by department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- k. Require all FLP employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.

- m. FLP staff and volunteers will comply with all current JCPS health safety guidelines including rules related to COVID-19 mitigation.
- l. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to FLP. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to FLP.

I. JCPS/Newcomer agree to:

- a. Encourage students to participate in the Food Literacy Project's year-round youth employment and leadership development opportunities through the Youth Community Agriculture Program.
- b. Recruit students to participate in the in-school, after school and summer programs, subject to the consent of FLP's Program Director and the Newcomer Academy Principal.
- c. 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.
- d. 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.
- e. Provide a teacher(s) to co-lead in-school programs with the FLP.
- f. 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.

II. General Conditions

- a) All parties will designate individual(s) to serve as liaison to facilitate matters in a reasonable and timely manner.
- b) Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.

V. Period of Performance and Termination

This Agreement shall be in effect for the period beginning October 26, 2022 and ending September 30, 2023. Any party may terminate this Agreement with or without cause by giving the others 30 days' written notice. The Jefferson County Board of Education may terminate this Agreement immediately in the event that student confidentiality or safety is deemed to be in jeopardy or for any other reason the Superintendent determines is in the best interest of the school. This

Agreement may be terminated immediately by JCPS upon ten (10) business days' written notice to FLP for its failure to cure a material breach of this Agreement.

III. Payment

FLP will provide funding totaling \$55,769 to JCPS/Newcomer in accordance with the budget in Attachment A. This amount includes any carryover funding. 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
536 North 44th Street, Louisville, Kentucky 40212
Phone: 502-491-0072
Email: casey@foodliteracyproject.or

VI. Modification

No waiver, alteration, or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by 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, 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 JCPS employee, student or student's, parent or guardian 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, or 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 JCPS and FLP are at all

times acting as an independent contractor with respect to JCPS, and no party shall be construed to be an agent or representative of the other party.

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 and all prior Agreements.

IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of October 26, 2022.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

Food Literacy Project

Date