

Memorandum of Understanding
Between
Jefferson County Board of Education
(School and Community Nutrition Services)
And
Dare to Care Food Bank

1. Introduction

- 1.1 Purpose. The purpose of this memorandum of understanding is to provide guidance and awareness of duties and responsibilities of each party concerning Dare to Care Food Banks use of kitchen space in facilities of the Jefferson County Board of Education d/b/a the Jefferson County Public Schools (JCPS) for use in the Cooking Matters outreach program.
- 1.2 Program Objectives. Each Cooking Matters Signature Courses teach kids and parents important lessons about self-sufficiency in the kitchen. Participants practice fundamental lessons including knife skills, reading ingredient labels, cutting up a whole chicken, and making a healthy meal for a family of four on a \$10 budget. Adults and teens take home a bag of groceries after each class so they can practice the recipes taught that day. JCPS School and Community Nutrition Services (SCNS) understands the critical needs in our community in this regard. SCNS is committed to help, aid, and assist with this program, while continuing to adhere to the strict local, state, and federal guidelines that apply to public school nutrition programs.

2. Program Operation

- 2.1 Dare to Care Responsibilities. It will be the responsibility of the Dare to Care program coordinator to:
- Work with the school site administrator through the FRYSC or Community School Staff to schedule all classes.
 - Bring all needed kitchen items including bowls, knives, spatulas, cutting boards, burners or hot plates etc.
 - Purchase and distribute all food stuffs.
 - Provide all Cooking Matters volunteer staff to operate the program in a safe, responsible manner.
 - Work with JCPS to ensure that all Dare to Care volunteers have successfully completed the JCPS background check prior to entering the JCPS school building.
 - Provide SCNS Point of Contact (POC) with the schedule listing time, date and location of each class at least two weeks in advance of the first start date.
 - Follow appropriate food safety practices as outlined in 902 KAR 45:005 Kentucky Food Code.
 - See that the JCPS kitchen is left clean upon the end of each class.
 - Provide Certificate of Insurance as required by JCPS.
- 2.2 JCPS Responsibilities, by and through the School and Community Nutrition Services. It will be the responsibility of SCNS to:
- Coordinate with school site based management the schedule of classes and expectations.

- Provide available space for storage of food items (if available) in refrigeration separate from NSLP or SBP food items. Ensuring food safety regulations and limiting chances of cross contamination.
- Make available three compartment sink and necessary chemicals for appropriate manual sanitation including pot and pan soap, all-purpose cleaner, and sanitizer.
- Advise Dare to Care POC the location of chemical usage procedures and location of MSDS sheets.
- Inspect area used by Cooking Matters prior to breakfast service and ensure all food contact surfaces are washed, rinsed, and sanitized. Notify SCNS central office of any variation in the agreed conditions in the MOU.

2.3 JCPS Responsibilities, by and through the School Site Administrator, FRYSC or Community School Staff.

- Identify students and families to participate in the program.
- Coordinate all responsibilities between SCNS and Dare to Care to ensure safe and smooth operation within JCPS Policies and Procedures.
- Submit application for after school enrichment/educational program for each class per facility use procedures adopted by the board.

3.0 Other Terms

3.1 Term of Agreement. The term of this MOU will commence as of the Effective Date and will continue until sixty (60) days after the last pupil day of the 2014-2015 school year.

3.2 Termination. This MOU may be terminated prior to its expiration date upon occurrence of any of the following events:

3.2.1 By mutual written agreement of the parties; or

3.2.2 By Dare to Care, breach of any of the terms or conditions of this MOU, and failure to cure such breach to the satisfaction of the distressed party within five (5) business days from the time that notice of the breach is given, or such other time as specified by Dare to Care.

3.2.3 By JCPS, breach of any of the terms or conditions of this MOU, and failure to cure such breach to the satisfaction of the distressed party within five (5) business days from the time that notice of the breach is given, or such other time as specified by JCPS.

3.3 No assignment. No party will assign or transfer any rights or obligations under the MOU without the prior written consent of the other parties.

3.4 Nondiscrimination. As part of the requirements of the USDA, the parties agree to prohibit discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in

employment or in any program or activity conducted in connection with this agreement.

Dare to Care takes notice that any person who wishes to file a Civil Rights program complaint of discrimination, must complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. A complainant may also write a letter containing all of the information requested in the form and send such completed complaint form or letter to the USDA by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

3.5 Amendments. This MOU may not be amended except upon Mutual Written agreement signed by all parties.

3.6 Governing Law. This MOU will be governed by, and construed in accordance with the laws of the Commonwealth of Kentucky.

3.7 Relationship of the Parties. The parties are independent contractors. None of the provisions of this MOU will be construed to mean that any party is appointed or is in any way authorized to act as an agent of any other party. This MOU does not constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind between or among any of the parties and no party will have any ability to bind any other party. No party will represent or hold itself out as a partner with any other party with respect to the subject matter of this MOU or otherwise. No party will have any liability or responsibility for the acts or omissions of any other party.

3.8 Severability. If a court of law holds any provision of this MOU to be illegal, invalid or unenforceable, (a) that provision will be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity, and enforceability of the remaining provisions of this MOU will not be affected thereby.

3.9 Waiver; Modification. If a party waives any term, provision or a party's breach of this MOU, such waiver will not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this MOU by any other party will constitute a waiver of any other or subsequent breach by such other party. This MOU may be modified only if authorized representatives of the parties consent in writing.

3.10 Liability/Indemnity. Dare to Care shall indemnify and hold harmless JCPS and its employees from and against all claims arising in connection with this agreement and services provided hereunder and from all costs, attorney's fees, expenses and liabilities incurred in and from any such claim. In no event will JCPS be liable for any indirect, incidental, special, consequential or punitive damages; or damages for loss of profits, revenue, business, savings, data, use or cost of substitute procurement, incurred by Dare To Care or any third party, whether in an action in contract, tort or otherwise, even if JCPS has been advised of the possibility of such damages or if such damages are foreseeable.

3.11 Entire Agreement. This MOU constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral.

3.12 Counterparts. This MOU may be executed manually, by electronic transmission or by facsimile by the parties hereto, in any number of counterparts, all of which will be considered one and the same instrument and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart.

Jefferson County Public Schools

By: _____

Name: Donna M. Hargens

Title: Superintendent

Date: _____

Dare to Care Food Bank

By:  _____

Name: Brian Riendeau

Title: Executive Director

Date: 11/5/2013 _____