

Memorandum of Understanding
Between
Jefferson County Public Schools
School and Community Nutrition Services
And
LEE Initiative

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 LEE Initiative providing unitized family meals to Jefferson County Board of Education dba Jefferson County Public Schools (JCPS) for distribution to families during NTI 2.0 student meal distribution.
- 1.2 Program Objectives. The object of the partnership is for JCPS School and Community Nutrition Services (SCNS) to distribute unitized family meals that are prepared at a Non JCPS location by LEE Initiative employees and then delivered to the Nutrition Service Center (NSC). The Nutrition Service Center will deliver the unitized family meals to the individual school locations. The family meals will be distributed along with NTI 2.0 student meals. JCPS School and Community Nutrition Services (SCNS) understands the critical needs in our community in this regard. SCNS is committed to assist with this program to the extent allowable, while adhering to the local, state, and federal guidelines that apply to USDA Child Nutrition programs.

2. Program Operation

- 2.1 LEE Initiative Responsibilities. It will be the responsibility of the LEE Initiative coordinator to:
- Identify a point of contact person with their organization to work directly with JCPS SCNS. Operational issues or concerns will be reported to the contact person. It will be the responsibility of the contact person to address any issues within the LEE Initiative organization.
 - The cost of receiving, storing, delivering, and distributing of non-program foods is an unallowable expense to USDA Child Nutrition Programs; the LEE Initiative will pay \$.12 per meal to cover the cost of the aforementioned expenses. SCNS will provide an invoice to the LEE Initiative point of contact designee by the 15th of each month via email. Payment by check will be due within 30 days of receipt to the mailing address on the invoice.
 - The LEE Initiative will deliver the unitized family meals to the NSC. Meals will be distribution at selected SCNS sites on Tuesdays and Thursdays.
 - The Lee Initiative will deliver the unitized family meals in a refrigerated truck that is clean, free of putrid odors, and of proper temperature upon arrival.
 - Meals must arrive precooked and frozen solid in clean boxes that do not display signs of crushing or punctures. Meals cannot show any signs of thawing and refreezing, such as the presence of ice crystals or liquids on the bottom of the cartons. Any deliveries deemed unacceptable will be rejected and will not be received into the NSC.
 - Meals must arrive labeled with a statement of identity, ingredients, allergens, name and address where the meal was prepared and heating instructions.
 - LEE Initiative delivery drivers will adhere to NSC safety and check-in requirements upon arrival; including wearing required PPE.
 - The LEE Initiative will prepare all meals in a permitted food service establishment and provide a copy of the foodservice permit where the meals are prepared.
 - The LEE Initiative agrees to follow the appropriate food safety regulations as outlined in 902 KAR 45:005 Kentucky Food Code while preparing, packaging, and delivering the unitized family meals.
 - Provide Certificate of Insurance as required by JCPS board policy.

2.2 School and Community Nutrition Services Responsibilities. It will be the responsibility of SCNS to:

- Receive and distribute up to 10,000 unitized meals per week.
- SCNS sites will store meals according to 902 KAR 45:005 Kentucky Food Code.
- SCNS will select meal distribution locations based on need and to optimize access for families.
- Deliver unitized meals to selected JCPS NTI 2.0 meal distribution sites.
- Will distribute family meals along with meals distributed to children.
- SCNS NSC will reject any delivery that is deemed unacceptable using the criteria outlined in the previous section.
- SCNS will provide the LEE Initiative contact person with a billing invoice for unitized meal distribution and delivery via email by the 15th of each month. The billing invoice will include number of meals received.
- SCNS will make every effort to distribute all meals provided to families. Meals that are not distributed and cannot be saved to be served the following meal service day will be donated to a local food bank. Meals that have been outside the time and temperature requirements or meet the criteria of unsafe will be discarded.

3. Other Terms

3.1 Term of Agreement. The term of this MOU will commence as of the Effective Date and will continue throughout curbside NTI 2.0 student meal distribution during the 2020-2021 school year, unless either party gives written notice to the other party within 5 business days of requested termination of the agreement.

3.2 Termination. This MOU may be terminated at any time upon occurrence of any of the following events:

3.2.1 By mutual written agreement of the parties; or

3.2.2 By LEE Initiative, 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 LEE Initiative.

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 “In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found on the [Filing a Program Discrimination Complaint as a USDA Customer](#) page, and at any

USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

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. If the acts or omissions of a party (the “acting party”) result in a third party claim, action or suit against any other party (each a “claim”). Then the acting party will, for up to amounts required by law, and to the extent permitted by applicable law, defend the claim and will pay damages awarded to the third party bringing the claim. Any party seeking a remedy under this Section for a claim must notify the acting party of the claim in writing as soon as possible and allow the acting party to control the defense and settlement of the 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 LEE Initiative 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.

3.13 Nondiscrimination. LEE Initiative shall not discriminate on the basis 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 conditions.

Jefferson County Public Schools

By: _____

Name: Dr. Marty Pollio

Title: Superintendent

Date: _____

LEE Initiative

By: _____

Name: Edward Lee

Title: Executive Director

Date: _____