

**Memorandum of Understanding Between  
Jefferson County Board of Education  
And  
Dare to Care Food Bank**

This Memorandum of Understanding (hereinafter "MOU") 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 and Dare to Care Food Bank, Louisville, Kentucky (hereinafter "Dare to Care") with its principal place of business at 5803 Fern Valley Road, Louisville, Kentucky 40228.

WHEREAS JCPS and DARE TO CARE, desire to implement the *Cooking Matters* program (hereinafter "Project") at Slaughter Elementary 21<sup>st</sup> Century Community Learning Center program (21<sup>st</sup> CCLC), (hereinafter "Slaughter").

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOU, JCPS and DARE TO CARE agree that they will collaborate on the Project described below.

**I. DARE TO CARE Food Bank agrees to:**

- A. Recruit and train volunteer instructors (culinary, nutrition, and financial professionals) to lead classes.
- B. Provide groceries and cooking equipment for all classes.
- C. Provide take-home groceries for Cooking Matters for adults participating, *Cooking Matters for Young Parents*, *Cooking Matters for Child Care Professionals*, *Cooking Matters for Families*, and *Cooking Matters* for participants to recreate at least one Cooking Matters recipe at home each week.
- D. Provide food only for 21<sup>st</sup> Century Community Learning Center participants.
- E. Provide class materials such as notebooks, handouts, incentives, and graduation certificates.
- F. Administer paperwork, including participant enrollment forms, end-of-course participant evaluations, participant waivers, and host site agreements.
- G. Clean up and restore kitchen and class areas used for classes.
- H. All employees, volunteers and contractors (including employees of contractors) of DARE TO CARE performing services on JCPS school premises during JCPS school hours under this Agreement are required to submit per KRS 160.380 to a national and state criminal history background check by the 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 or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

- I. No contactor, 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 Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
- J. Prohibit 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 contactor, employee, intern or volunteer has been convicted of the following:
  - i. Any conviction for sex-related offenses.
  - ii. Any conviction for offenses against minors.
  - iii. Any conviction for felony offenses except as provided in number 6 below:
  - iv. Any conviction for deadly weapon-related offenses.
  - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years.
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.
  - vii. Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.
- K. DARE TO CARE will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs DARE TO CARE.
- L. For any projects, involving research, program evaluation, monitoring activities, or data collection 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 also referred to herein as the “data”) for the purpose of answering

a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research and 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.

- M. DARE TO CARE acknowledges that the data is confidential data and proprietary to JCPS and agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to including but not limited to FERPA, the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act KRS 160.700 et seq; the Richard B. Russell National School Lunch Act, 42 U.S.C.1751 et seq; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq; the Personal Information Security and Breach Investigation Procedures and Practices Act KRS 61.931 et seq; the Kentucky Open Records Act, KRS.
- N. DARE TO CARE acknowledges that any violation of this MOU 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 MOU pursuant to Article V of this Agreement.
- O. DARE TO CARE will 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/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- P. DARE TO CARE understands and agrees that the Project may not interfere with the instructional program of JCPS.
- Q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to DARE TO CARE. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to DARE TO CARE.

## **II. Jefferson County Public Schools/Slaughter agree to:**

- A. Be available on a regular and as-needed basis to discuss mentoring project progress and/or challenges with the program with DARE TO CARE national leadership team and Derby City DARE TO CARE Affiliate leaders.
- B. Provide virtual classroom platform (*Zoom, Microsoft Teams, Google Meet, etc.*) or in-person meeting space for weekly Wellness Mentoring Circle sessions to take place. Identify space onsite at school to co-host culmination activity in the spring.

## **III. General Conditions:**

- A. Both parties will designate individual(s) to serve as liaison in order 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 MOU pursuant to Article V of this Agreement.

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

This MOU shall be in effect for the period beginning February 17, 2021 and ending June 30, 2021. Either party may terminate this Memorandum of Understanding by giving the other party 30 days written notice. The Jefferson County Board of Education may terminate this Agreement immediately if student confidentiality or safety is deemed to be in jeopardy, evidence exists that a mentor is engaged in proselytizing with a JCPS student as part of the mentorship or for any other reason the Superintendent determines is in the best interest of the school.

#### **V. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to DARE TO CARE for its failure to cure a material breach of this Agreement.

#### **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 DARE TO CARE.

#### **VII. Equal Opportunity:**

During the performance of this Agreement, DARE TO CARE 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 DARE TO CARE is always acting as an

independent contractor with respect to JCPS, and neither 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. Public Disclosure**

JCPS/Slaughter and DARE TO CARE will not issue any public statement, press release, article or other public disclosure concerning the Mentoring USA program or the partnership without securing prior written consent and approval regarding the content. None of the parties will not unreasonably withhold consent regarding public disclosure on the DARE TO CARE program. Except as provided herein, DARE TO CARE nor JCPS/Slaughter shall use the name or emblem of the other in any public materials without the prior written consent of the other party.

#### **XI. Indemnification:**

- A. To the extent permitted by Kentucky law, JCPS/Slaughter agree to indemnify and hold harmless, DARE TO CARE, its directors, officers, and agents, from any and all judgments, claims, expenses, losses and obligations, including reasonable attorney's fees arising out of the acts or omissions of partner site, its employees or agents under this Agreement.
- B. DARE TO CARE agrees to indemnify and hold harmless, JCPS/Slaughter its directors, officers, agents from all judgments, claims, expenses, losses and obligations, including reasonable attorney's fees arising out of the acts and omissions of DARE TO CARE, its employees or agents under this agreement. DARE TO CARE will provide a certificate of general liability and professional liability if so desired.

#### **XII. Entire Agreement:**

This Agreement contains the entire agreement between JCPS and DARE TO CARE and supersedes all prior agreement 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 MOU to be executed in their respective name, on the day and year signed below, with the effective date as of

**Jefferson County Public Schools:**

\_\_\_\_\_  
Marty Pollio, Ed.D.  
Superintendent

\_\_\_\_\_  
Date

**Authorized DARE TO CARE Representative:**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date