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DEPARTMENT OF SCHOOL NUTRITION SERVICES

DATE: June 7, 2023
TO: Jesse Bacon, Superintendent
FROM: Todd Crumbacker, Director of School Nutrition Services
RE: Bullitt County Health Department MOA - Food Service Certification

Local Legislation Regulation No. 2015-01 requires persons working within food service establishments (for the purposes of food services) in Bullitt County have certification as a "Food Handler" or "Food Manager" by the Bullitt County Health Department. Presented is a Memorandum of Agreement (MOA) with the Bullitt County Health Department that assures local legislation compliance while providing a streamlined plan of certification that best fits the needs of our School Nutrition Services Department. The MOA was drafted by Joe Mills of Buckman and Farris Law, and reviewed by Eric Farris, Board Counsel. Included is the MOA that was last updated in June of 2021. The MOA has not been amended and will remain in effect until further notice. Updated signatures for SY 23-24 are requested.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

**MOA between
the Bullitt County Health Department
and Bullitt County Public Schools**

Re: Food Manager and Staff Training

2023-2024 School Year

Introduction and Recitals:

This Memorandum of Agreement (MOA) shall be between the Bullitt County Health Department (hereinafter “HD”) and Bullitt County Public Schools (hereinafter “BCPS”) and become effective immediately subject to ratification by resolution by the parties’ respective governing boards until the agreement is revoked by either party consistent with this MOA.

This MOA relates to BCPS food handler and manager training. In 2015, the HD enacted Regulation No. 2015-01, which among other things, imposed food training requirements on food handlers and managers which serve food at establishments in Bullitt County, Kentucky. Said training must be completed every three (3) years. The Regulation is attached as Exhibit A. It is the HD’s position that the Regulation is applicable to BCPS cafeteria food handlers and managers. Pursuant to Regulation No. 2015-01 (hereinafter “the Regulation”), the HD will provide the necessary training and examination to food handlers and managers to satisfy the Regulation.

This MOA will be renewed and approved annually at BCPS and HD’s respective board meetings no later than June 30th before the upcoming school year. Any modifications to this MOA shall be agreed to in writing by both HD and BCPS.

MOA

HD agrees:

- To provide the Food Manager Certification course as referenced in the Regulation to BCPS food handlers and managers at no cost to BCPS or its employees.
- To provide training and related examinations which will certify all BCPS food handlers and managers as a Certified Food Manager as referenced in the Regulation.
- That all HD trainers or presenters shall possess the requisite qualifications and credentials.
- To provide all documents and materials necessary for the training and examination.
- That the training and curriculum provided by the HD will satisfy the training required by the Regulation in accordance with state law and regulations providing for its authority.
- That BCPS and its employees will not be charged a fee for the training certificates/cards.
- That the training and certification will be sufficient under the Regulation to allow all BCPS food handlers to serve as a food manager at BCPS cafeterias when necessary.

- Not to pursue penalties against individual BCPS employees who, in good faith, do not pass the food safety examination. However, said employees must still attain certification as set forth in this MOA to ensure compliance by BCPS.
- Not to pursue the penalty provisions of the Regulation so long as BCPS complies with this MOA.
- The HD and its employees agree to adhere to State and Federal privacy requirements, subject to Kentucky Open Records Law.

BCPS agrees to:

- For purposes of this MOA only, to concede that the Regulation No. 2015-01 is applicable to it.
- Make all of its food handlers and managers available in the month of August during in-service days for the HD Food Manager Certification training and examination.
- Provide a BCPS facility for all training for which is the subject matter of this MOA.
- Communicate all training locations, dates and times to its employees.
- Require its food handlers and managers to submit to the Food Manager Certification training and examination until a passing score is achieved.
- Add a virtual training option (once it becomes available by HD) as part of the hiring process for new food service employees.

Both BCPS and the HD agree:

- To coordinate training as required by the Regulation in good faith.
- Every three (3) years, beginning in February 2017, both the BCPS and HD shall choose a mutually agreeable BCPS workday, planning day, extended day to renew the Food Manager Certification of all BCPS food handlers and managers, at no cost, as may be necessary to satisfy the Regulation.
- The HD will conduct three (3) separate training sessions on three (3) separate days in order to ensure that all BCPS food service employees have been offered the required training in the month of August. The trainings will be conducted during in-service days prior to the start of the school year. Each training session will be offered regionally (feeder schools), which will decrease the number of participants/attendees. BCPS will ensure that the scheduling of the HD trainings will not interfere with any other in-service priorities or requirements of the BCPS food service department.
- Every August and January, beginning August 2017, a mutually agreeable makeup and new hire training and examination date and time shall be scheduled by BCPS and HD for Food Manager Certification training and examination. This paragraph shall supersede Section V(B) of the Regulation and be deemed a written extension of time for good cause shown thereunder.
- A virtual training option, once available through the HD, could be used in conjunction with the in-person training offered by the HD.
- That either Party may opt out of this MOA upon 90 days written notice to the other Party.
- That nothing about this MOA shall be interpreted or construed as to have created an employee-employer relationship between the BCPS and HD.
- That the HD shall defend, indemnify, and hold BCPS harmless against any all claims, actions, damages (including reasonable attorney's fees) and liabilities for injury to persons or property arising out actions or conduct by the HD. That BCPS shall defend,

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