

Nutrition Services

MEMORANDUM OF AGREEMENT

THIS Memorandum of Agreement (“MOA”) is entered into by and between CLAYTON COUNTY SCHOOL DISTRICT, also known as CLAYTON COUNTY PUBLIC SCHOOLS (“CCPS”) and UTOPIAN ACADEMY FOR THE ARTS. (“UAFA”).

WHEREAS, CCPS operates the county public school system for Clayton County, Georgia; and

WHEREAS, UAFA operates both a state-approved and LUA-approved public charter school in Clayton County, Georgia at 2750 Forest Pkwy, Ellenwood Ga. 30294 and leases shared space for a section of its students at 2299 Old Rex Morrow Rd, Morrow, GA 30260; and

WHEREAS, in the course of educating its students, UAFA desires to partner with the CCPS to provide school nutrition to its high school students for breakfast and lunch; and

WHEREAS, CCPS has the capacity to and desires to make meals available to UAFA under certain terms and conditions as set forth in this MOA.

WHEREAS, the purpose of this Agreement is to memorialize a partnership between the parties noted above regarding the sale of breakfast and lunch meals for students of UAFA on school days that coincide with the CCPS calendar utilizing the method and manner of performance of the food service that is under the exclusive control of CCPS in accordance with USDA rules.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived and the furtherance of the mission of each of the parties, and other good and valuable consideration, the receipt of sufficiency being hereby acknowledged, the parties agree as follows:

CCPS School Nutrition Program (SNP) agrees to:

- Provide breakfast, lunch and optional snacks to UAFA at the United States Department of Agriculture (USDA) meal reimbursement rates for the applicable school year
- Advise UAFA of the USDA reimbursement rates, in writing with supportive documentation, no later than July 15th of each school year.
- Make meals available to students attending UAFA in the shared cafeteria space at the Old Rex Morrow Road location beginning the first day of school through the last day of school SY23, excluding school district holidays and inclement weather closings.
- List the menus and nutrient analysis information on the CCPS website under the Forest Park Middle School location.
- Maintain accurate counting and claiming records for audit purposes.
- Issue UAFA an invoice based on the number of meals served by category (breakfast, lunch and snacks) at the end of each month.
- Follow food safety protocols as required by the local and state health departments.

UAFA agrees to:

- Provide CCPS-SNP an enrollment count of students attending its program in July and December to support meal preparation and production.
- Share physician statements to CCPS-SNP to be maintained on file to validate the requests of its students with special dietary and/or food allergy needs.

Nutrition Services

- Pay the monthly invoice billed for student meal reimbursements by the 20th day of the following month food service was provided.
- Refrain from the use of the kitchen, equipment or SNP storage spaces beyond what is provided by CCPS-SNP.

Term: The term of this MOA shall be for the 2022-2023 school year, though it may be renewed annually for successive school years by mutual agreement of the parties. Additionally, this agreement may be terminated by written notice of either party with at least 30-day advance notice.

Liabilities: CCPS provides no warranties regarding the condition of the cafeteria equipment and furniture used pursuant to this MOA. UAFA agrees to assume all risks and liabilities regarding the same while they are used pursuant to this MOA.

Indemnification: To the extent permitted by law, UAFA agrees to indemnify, defend and hold harmless the Clayton County Public Schools (CCPS), its Board of Education, and CCPS employees, agents or assignees ("CCPS Indemnitees") from any and all claims, actions, liabilities, losses, damages, costs for bodily injury, property or personal damage, and expenses (including reasonable attorneys' fees) associated with any claim or action brought against CCPS for (i) food-borne illnesses arising from the activities provided under and governed by this Agreement; (ii) the negligent acts, omissions or intentional misconduct of Utopian, its employees or agents; (iii) the breach of representations and warranties under this MOA by Utopian; or (iv) the breach of the duties, responsibilities, and obligations under this MOA by Utopian, its employees and agents. UAFA further agrees to indemnify CCPS for over and under federal reimbursements claims received by them.

Entire Understanding: This MOA represents the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements and negotiations are hereby superseded. Further, this MOA may not be modified or amended, except by written agreement executed by both parties.

Choice of Law and Jurisdiction for Disputes: This MOA shall be governed by and construed under the laws of the State of Georgia, without regard to its choice of law rules.

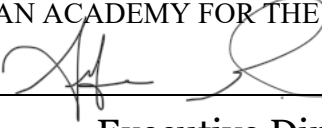
IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set, on the date noted below, as of which this Agreement will be effective.

CLAYTON COUNTY PUBLIC SCHOOLS:

By: 
 Title: Superintendent

Printed Name: Dr. Morcease J. Beasley
 Date: July 1, 2022 | 11:03:21 AM EDT

UTOPIAN ACADEMY FOR THE ARTS:

By: 
 Title: Executive Director

Printed Name: Dr. Artesius Miller
 Date: 6/30/22