

**Memorandum of Understanding**  
between  
**Tupelo Public School District**  
and  
**Junior Auxiliary of Tupelo**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Tupelo Public School District (“TPSD”) and the Junior Auxiliary of Tupelo (“JA”) collectively referred to as “the Parties,” to define their understanding of and participation in the Silent Servings Program.

**1. Background and Purpose**

- a. JA has instituted a program for the provision and delivery of weekend nutritional assistance to qualifying students of TPSD, which is known as the Silent Servings Program (the “Program”). JA desires to deliver food in the Program to TPSD school site(s).
- b. TPSD is willing to provide a location(s) to JA for the distribution of food in the Program.
- c. Each Party agrees to participate in the Program in compliance with the provisions outlined herein.

**2. Duties and Responsibilities of JA.**

- a. JA is solely responsible for the fundraising, publicity and marketing of the Program. As part of their marketing effort, JA will provide a letter to parents along with a permission form for participation in the Program; such letter will be provided to TPSD for review prior to sending to parents. Marketing materials shall not state nor imply that TPSD is a partner or a sponsor of the Program. At times mutually agreed upon by the Parties, TPSD may allow JA to distribute information in TPSD schools (content must be pre-approved by TPSD) concerning the Program and how to register.
- b. JA is responsible to obtain all necessary food and packaging required for the Program, and will assemble the food bags in a non-TPSD location of its choosing. JA will deliver the food packs to the TPSD Property agreed upon by the parties as listed on A (the “TPSD Property”). JA agrees it will not distribute weekend food packs in any other TPSD location.
- c. JA is responsible for the quality and quantity of all food provided in the Program and will follow the guidelines on the attached Exhibit B.

d. The Program volunteers will pack the food packs delivered to the TPSD Property in Exhibit A during the school term.

3. **Duties and Responsibilities of TPSD**

a. Pursuant to the Guidelines for Identifying Chronically Hungry Children attached as Exhibit C, TPSD will identify students who are chronically hungry and, therefore, eligible to participate in the Program. TPSD will provide the Parent Letter to the parents of the students identified.

b. TPSD will collect the permission forms and inform JA of the number of bags that will be needed to distribute to Program participants. Copies of the permission forms will be given by TPSD to JA.

c. TPSD will receive weekend food pack program deliveries from JA at the TPSD Property listed on Exhibit A. Access to TPSD Property by JA representatives is limited to this purpose.

d. Weekend food packs delivered by JA will be distributed by TPSD to Program participants on the following day.

4. **Term and Termination**

a. This MOU shall be in effect for the 2018-19 school year and shall automatically renew for additional one-year terms unless terminated pursuant to the provisions contained herein.

b. Either Party may terminate this MOU, without the requirement of stating a cause for the termination, by providing seven (7) days' written notice to the other Party.

c. The Parties may terminate this MOU at any time by mutual agreement.

5. **Indemnification**

JA agrees to indemnify, defend, and save TPSD and its trustees, officers, employees, and agents ("Indemnified Parties") harmless from and against any and all losses, claims, actions or causes of action, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees) based upon, arising out of, or in any manner attributable to the Program, provided that the Indemnified Parties provide notice to JA of any such claim. This indemnification shall survive the expiration or termination of this MOU.

**6. Notices**

Notices or communications required to be given under this MOU shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service, confirmed facsimile or registered or certified mail, postage prepaid, addressed to the Party to be notified at the following address (or other address provided in the future by notice):

TPSD

Andy Cantrell  
Assistant Superintendent  
75 South Green Street  
Tupelo, MS 38801  
Facsimile: 662. 841.8887

Junior Auxiliary

Name:  
Title:  
Address:  
  
Facsimile:

Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by regular, registered or certified mail, postage prepaid, one (1) business day after deposit if by an overnight delivery service, or upon transmission confirmation if by facsimile.

**7. General Terms**

a. Nothing in this MOU shall be interpreted as creating an employment relationship or joint venture between the Parties.

b. This MOU, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, memoranda and agreements, whether oral or written, pertaining thereto. This MOU may be amended only by a written instrument signed by TPSD and JA.

c. If any term or provision of this MOU is held illegal, invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best efforts to add as a part of this MOU a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this MOU as of the dates written below.

**TUPELO PUBLIC SCHOOL DISTRICT**

**JUNIOR AUXILIARY OF TUPELO**

SIGNATURE: \_\_\_\_\_

SIGNATURE: Whitney Ueltschey

PRINT NAME: \_\_\_\_\_

PRINT NAME: Whitney Ueltschey

TITLE: \_\_\_\_\_

TITLE: Chairman of Silent Services Committee

DATE: \_\_\_\_\_

DATE: 3/8/19

## **Exhibit A**

### **TPSD Properties**

JA is authorized to deliver weekend food packs to the TPSD Properties listed below. The Parties may amend this list in writing upon the mutual agreement of the Parties.

- A. ECEC
- B. Carver
- C. Lawhon
- D. Lawndale

## **Exhibit B**

### **Guidelines for Food to be Included in Silent Servings Program**

Each meal/snack bag should contain a short statement that **all contents should be checked by an adult for students with food allergies before consumption of any food item.**

1. Food items must be currently in-date for at least one week or longer from the date it is distributed in weekend food packs.
2. Food items must be properly sealed by the manufacturer and checked to ensure that packaging has not been opened and then resealed to prevent possible contamination or spoilage.
3. Food items must be purchased from vendors who have packaged products from manufacturers or from vendors who have bi-annual MS Health Department Inspections and Certified Serve-Safe staff members on duty during food preparation and packaging.
4. Food items must not contain any peanuts in the ingredients-
5. Food items that contain seafood or shellfish, such as tuna, salmon, shrimp, as in some types of ramen noodle type products, is prohibited from use due to allergens to seafood and tiny bones that could be a choking hazard.
6. Food items that are round/cylinder shaped (1.25 inches in diameter) and/or (1 to 2 inches in length) that are easily swallowed whole are considered a choking hazard and are not allowed to be packaged for Weekend Foodpack Program. Such items are fresh grapes, cherry tomatoes, hard candy, canned sausage type products, whole baby carrots, large apple slices, and snacks with popcorn or any popcorn.
7. Food items that require refrigeration or freezer placement to be kept safe for consumption are not used. Food items that require refrigeration or freezing after the package is opened are acceptable for packing into Weekend Foodpack Program Such items are: canned ravioli, spaghetti and meatballs, beef-a-roni, tamale cans, any type of canned or microwaveable dish of a meat type product.

## Exhibit C

### Guidelines for Identifying Chronically Hungry Children

#### Junior Auxiliary Silent Servings Program

#### Tupelo/Lee County Hunger Coalition Guidelines for Identifying Chronically Hungry Children

#### How do you identify people who suffer from food insecurity?

1. **Look at their physical appearance.** Keep in mind that low body weight isn't necessarily a tell-tale sign, as food insecurity is often linked to obesity. However, you can look for other physical indicators of nutrient deficiencies like swollen or puffy skin, chronically cracked lips, or chronically dry, itchy eyes.
2. **Observe their behaviors and listen to conversations.** Children who are chronically hungry are likely to be anxious about when their next meal is. They may frequently complain of excessive hunger, go to school early to get breakfast, or rush to the front of the lunch line. Children may eat quickly and completely, refusing to leave food on their plates. You may notice a child who lingers around for more food or frequently asks for seconds.
3. **Ask questions.** If you're concerned a child isn't getting enough to eat, ask them about what foods they eat at home. What did they eat for dinner last night or breakfast this morning? Do they ever worry they won't have enough to eat, or has their family run out of food?