

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN Full Filled Project Inc.**  
**AND Denton Independent School District**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Full Filled Project Inc., whose address is 2505 Wilma Lane, Plano, TX 75074, and the Denton Independent School District, whose address is 1307 N Locust Street, Denton, TX 76201.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Full Filled Project Inc will provide nutritious USDA approved meals at no cost for qualifying after school “at-risk” programs and summer programs located at Denton High School and Denton Ryan High School.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until May 31, 2017. This MOU may be terminated, without cause, by either party upon 30 day written notice, which notice shall be delivered by certified mail to the address listed above.

4. **Responsibilities of Full Filled Project Inc.** Full Filled Project Inc is responsible for following USDA and Texas Department of Agriculture policies and procedures to ensure program integrity. Full Filled Project Inc is responsible for preparing and delivering a nutritious meal or snack, which meets USDA nutrition requirements, to enrolled after school programs and participating summer programs. These meals or snacks are free of charge and Full Filled Project Inc is solely responsible for preparing the meals, delivering the meals, training site supervisors (personnel) directly involved with the meal service, and collecting required paperwork. Enrolled after school programs must meet after school during the school year and must meet qualification criteria. Summer programs must meet during the summer months when regular school is not in session. Furthermore, Full Filled Project Inc is responsible for maintaining commercial liability insurance of at least \$1,000,000. Full Filled Project Inc, under any circumstances, shall not come into contact with any students of Denton ISD. The driver of Full Filled Project Inc will delivery and drop off the meals with the site supervisor in charge of school programs and will not have any interaction with students.

**5. Responsibilities of Denton ISD.** Denton ISD is not held responsible for any program operations nor costs of meals. Staff at each after school site who is directly involved with the meal service is responsible for completing a Civil Rights Training, as well as pertinent program training which includes food safety, distribution of meals, and completion of paperwork. Required trainings of site personnel are provided by Full Filled Project Inc and are not the responsibility of Denton ISD.

**6. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Entirety of Agreement.** This MOU, consisting of four, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**C. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**D. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

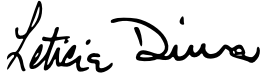
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7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**FULL FILLED PROJECT INC**

	Executive Director	April 4, 2017
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[Name and Title ]	Date	

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[Name and Title]	Date	

**DENTON ISD**

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