

Memorandum of Understanding
between
Tupelo Public School District
and
Jim Ingram CLI Cohort

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between the Tupelo Public School District (“**TPSD**”) and the Jim Ingram CLI Cohort (“**JIC**”) collectively referred to as “the Parties,” to define their understanding of and participation in the Wave Market Program.

1. Background and Purpose

- a. JIC has instituted a program for the provision and delivery of weekend nutritional assistance to qualifying students of TPSD, which is known as the Wave Market Program (the “**Program**”). JIC desires to deliver food in the Program to TPSD school site(s).
- b. TPSD is willing to provide a location(s) to JIC 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 JIC.

- a. JIC is solely responsible for the fundraising, publicity and marketing of the Program. As part of their marketing effort, JIC 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 JIC to distribute information in TPSD schools (content must be pre-approved by TPSD) concerning the Program and how to register.
- b. JIC 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. JIC will deliver the food packs to the TPSD Property agreed upon by the parties as listed on A (the “**TPSD Property**”). JIC agrees it will not distribute weekend food packs in any other TPSD location.
- c. JIC 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 on the first and third Thursdays of each month from August through May. The food packs will be

delivered to the TPSD Property in Exhibit A on the first and third Thursdays of the month for distribution on Fridays.

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 JIC 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 JIC.
- c. TPSD will receive weekend food pack program deliveries from JIC at the TPSD Property listed on Exhibit A. Access to TPSD Property by JIC representatives is limited to this purpose.
- d. Weekend food packs delivered by JIC on the first and third Thursdays of the month 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

JIC 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 JIC 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

Jim Ingram Cohort
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 JIC.

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

JIM INGRAM COHORT

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A

TPSD Properties

JIC 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. Tupelo Middle School

Exhibit B

Guidelines for Food to be Included in Wave Market Program

Each meal/snack 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. Expiration date must be clearly identified on each food item by the manufacturer, or labeled onto the package with the expiration date using a permanent marker.
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

Jim Ingram Cohort Wave Market 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?