



## **Memorandum of Understanding**

### **BackPack Program**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the South Michigan Food Bank and the Backpack Agency. By signing this MOU, both parties acknowledge their respective duties and responsibilities related to the Backpack program.

#### **Background:**

To ensure the success of the Backpack Program, it is imperative that the responsibilities of all parties are well understood and follow accordingly.

#### **Purpose:**

This MOU outlines the responsibilities of SMFB and the Backpack Agency as they relate to the operation and distribution of backpacks to students. SMFB will have the set number of backpacks for delivery or pickup, as arranged between SMFB and the Backpack Agency. The Backpack Agency will distribute the backpacks to the students, adhering to SMFB and Agency standards which are outlined in this MOU.

#### **Duration:**

This partnership is in effect for one (1) full year. The Backpack Agency must provide backpacks a minimum of once a year. This MOU shall become effective immediately upon signature by the authorized officials from SMFB and the Backpack Agency and will remain in effect until December 31, 2024.

Upon the expiration of the current MOU, a newly signed MOU will be required to continue the distribution of backpacks. Any Backpack Agency found to not adhere to any of the regulations set forth may have their Backpack designation revoked. If at any time, the Backpack Agency wishes to terminate its partnership with SMFB, it is free to do so, in writing at least 30 days ahead of time of the termination date.

#### **The Backpack Agency agrees to:**

- Distribute healthy, nutritious food to children free of charge.

This Institution is an equal opportunity provider

- Ensure the school and/or program complies with all applicable federal and local statutes, ordinances, and regulations.
- Ensure staff and volunteers, with direct or repetitive contact with the children, pass a background check.
- At least one representative must receive formal food safety training, such as ServSafe Food Handlers course, the National Restaurant Association, or an equivalent training.
- The school being served must be available for on-site monitoring visit at least once a year from SMFB.
- Store Backpack Program food in a secure, sanitary and temperature-controlled place away from cleaning materials and toxic chemicals. All food must be stored 6 inches off the floor and 6 inches below the ceiling.
- Distribute the backpacks to the students in accordance with the pre-determined schedule.
- Keep Accurate records, submit reports, and provide necessary information as requested.
- Identify a Backpack coordinator to be the primary contact for the Backpack Program.
- Inform SMFB, in writing, of any changes in the Backpack Program personnel, days/hours of operation, and the number of children being served. Provide necessary information about the school/site, such as address, contact, storage, etc.
- Work with the school being served to identify children who are chronically hungry to encourage participation in the Backpack program.
- Work with the school being served to identify the children participating in the Backpack Program that have food allergies. Also, work with the school to identify what type of allergies the children may have (peanuts, milk, etc.) and ensure the school flags their name so those items are not distributed to them.
- Communicate problems and request to SMFB in a timely manner.

### **South Michigan agrees to:**

- Appoint a primary contact for the Backpack Program, providing oversight and leadership in program research, design and development, collaborative guidance in program implementation.
- Ensure that the program partner meets national and local Backpack objectives through annual monitoring visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
- Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
- Provide or coordinate opportunities for the Backpack Program staff and/or volunteers as appropriate, such as administration of safe food handling and nutrition education.
- This agreement may be terminated at will by either party with written notice, delivered to the other party not less than 30 days prior to the desired date.
- Upon termination of this agreement, the Backpack Agency will return any equipment and/or materials provided by SMFB for the Backpack Program to SMFB within 30 days of termination date.
- This MOU shall become effective immediately upon signature by the authorized officials from SMFB and the Backpack Agency. It will remain in effect until December 31, 2024 or until terminated by SMFB or the Backpack Agency.
  
- This MOU must be reestablished each year, no later than January 31, 2024.

### **Community Impact Coordinators:**

- Jamie Pancost Calhoun/Branch [jamie@smfoodbank.org](mailto:jamie@smfoodbank.org)
- Michelle Boudreau Barry/Kalamazoo/St. Joseph [michelle@smfoodbank.org](mailto:michelle@smfoodbank.org)
- Heather Pearce Hillsdale/Lenawee/Jackson [heather@smfoodbank.org](mailto:heather@smfoodbank.org)



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**BackPack Program Agency**

Agency Name: \_\_\_\_\_

Agency Number: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature

Date

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