Memorandum of Understanding
By and Among
Gleaners Community Food Bank of Southeastern Michigan
WSU College of Nursing C2 Pipeline 21st CCLC Program

Purpose – The parties to this Memorandum of Understanding ("MOU"), are Gleaners Community Food Bank of Southeastern Michigan (hereafter referred to as GCFB), and Wayne State University College of Nursing C2 Pipeline hereafter referred to as WSU CON C2 Pipeline). GCFB is tax-exempt pursuant to Internal Revenue Code Section 501 (c) (3). The parties enter into this MOU in furtherance for the specific goal of providing nutrition and cooking education programming in the Southeast Michigan community, utilizing Share Our Strength’s Cooking Matters™.

Duration – This MOU shall commence on February 25, 2013 and shall terminate on April 11, 2013.

Program Description – Activities will focus on implementation of the Cooking Matters™ nutrition and cooking education program to low-income families in the SE Michigan region. A minimum of 5 Cooking Matters for Teens courses will be conducted in partnership with WSU CON C2 Pipeline during the specified time period.

Goal – The goal of this Program is to empower families at risk of hunger with the skills, knowledge and confidence to make healthy and affordable meals. The program will encourage participants toward making healthy lifestyle changes in order to address potential health concerns such as diabetes, obesity and heart disease.

Responsibilities - In carrying out the Program, each party shall have the following responsibilities:

GCFB shall:
• Recruit and train volunteer culinary and nutrition instructors to lead classes.
• Provide groceries and cooking equipment for all classes.
• Provide class materials such as notebooks, handouts, incentives, and graduation certificates.
• Administer paperwork, including participant enrollment forms, end-of-course participant evaluations, participant waivers, and host site agreements.

WSU CON C2 Pipeline shall:
• Recruit between 12 to 16 participants who will be committed to attend each of the 6 classes in the series.
- Explain to participants the importance of consistent attendance and class participation.
- Remind participants from week to week about class.
- Turn in all paper work to Cooking Matters Coordinator before the start of classes (i.e., signed waivers and completed enrollment forms for participants under 18, specifically Cooking Matters for Kids and Cooking Matters for Teens participants).
- Designate a staff member who will be present in the classroom each week or reachable by phone when not present.

Financial – __WSU CON C2 Pipeline__ agrees to contribute funding for program costs not to exceed $2,500, ($500 per class series) for __5__ Cooking Matters course series between __February 25, 2013__ and __April 11, 2013___. Check should be made payable to Gleaners Community Food Bank of SE MI, “Cooking Matters” in the Memo Line.

Evaluation – GCFB will be responsible for evaluating overall Program outcomes using data provided by the national Cooking Matters program, based on participant evaluation surveys. The results of the data will be shared with the partner.

Communication – The Program Coordinator shall ensure regular and ongoing communication between the parties via phone, email notices and other forms of communication.

Mediation – The parties agree to make a good faith effort to resolve any and all differences arising among them in the interpretation or performance of this MOU. If the parties fail to reach agreement on any matter, then prior to taking action, the parties shall attempt to employ, at no cost, the services of a third person mutually acceptable to the parties to mediate the dispute within five (5) days of appointment. If the parties are unable to agree on such a third person within five (5) days of the request of either party for mediation, or if on completion of such mediation the parties are unable to settle the dispute within five (5) business days of the appointment of a mediator, then any party may request arbitration or may take such other action as it deems appropriate.

Authority – Each party has full power and authority to enter into and perform its responsibilities under this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU. This MOU shall not become effective until signed by all parties.

Non-Discrimination – Each party represents that it is an equal opportunity employer and agrees not to discriminate in hiring and employment practices against any person on any ground prohibited by law or regulation for any position for which an employee or applicant for employment is qualified.
Independent Contractor – Each party has or will secure all personnel required in performing its services under this MOU, and shall be responsible for all taxes and other payments, and all reporting requirements for the personnel that it uses in the performance of its services.

Inspection – Upon reasonable notice, any party to this MOU may inspect any books, records or other materials of any party that pertain directly to this MOU, with the right to make copies of any or all such material.

Amendments – Amendments of this MOU must be in writing and signed by a duly authorized representative of each party.

Governing Law – This MOU shall be governed by and construed in accordance with the laws of the State of Michigan.

Compliance with Laws – In the performance of its services, each party agrees that it will comply with all laws, ordinances, rules and regulations of any government or administrative agency, federal, state or local, which affect performance of its services.

Assignment – No party shall assign, subcontract, or transfer its interest in this MOU or the work there under without the prior written consent of the other parties.

Rachelle Bonelli
Gleaners Community Food Bank of Southeastern Michigan

Authorized Representative
WSU CON C2 Pipeline

Date: ______________________

Date: 4/7/13