



OUSD FOOD DONATION PROGRAM
FOOD FOR FAMILIES

Oakland Unified School District is committed to reducing the environmental, financial and social costs of surplus food that would otherwise be wasted by instead feeding our hungry community members who may not have adequate access to food, specifically students and their families.

The following Memorandum of Understanding (MOU) between [Parent Volunteer Manager Name], the Parent Volunteer Manager, and/or [Parent Liaison], Parent Liaison and Oakland Unified School District allows the Parent Volunteers at [School Name] to act as a nonprofit partner and distribute surplus food from the cafeteria to the student's families during specified distribution periods.

VOLUNTEER MOU

In order to participate in the program, you must agree to the following:

- Commit to oversee and manage the distributions during scheduled days and times (except for federal and school holidays)
o Exact times and days for distribution will vary by site and will be agreed upon by principal, staff and volunteer liaisons
o If you are unable to attend the distributions, you will have other volunteers scheduled to oversee and hand out food
- Read and agree to the terms in the Food for Families Procedure Sheet
o All food safety and handling measures will be followed
o All parents will be welcomed and encouraged to pick-up food
- Notify the school principal, kitchen manager and OUSD Nutrition Services sustainability manager if you are no longer able to act as Parent Volunteer Manager
o Provide at least two weeks notice
o Make an attempt to find a replacement manager among the parent team

Conduct of Volunteer. VOLUNTEER must meet the following requirements:

- a. Tuberculosis Screening
b. Fingerprinting. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Volunteer services under this Agreement. Volunteer must have proof of compliance with the fingerprinting and background checking requirements.

In the event that OUSD, in its sole discretion, at any time desires the removal of any VOLUNTEER related persons, employee, representative or agent from an OUSD school site and, or property, VOLUNTEER shall immediately upon receiving notice from OUSD of such desire, leave the OUSD site.

PARENT VOLUNTEER MANAGER

Volunteer Name (print) \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

PARENT LIASON (if applicable)

Name (print) \_\_\_\_\_

Signature: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Attorney at Law



**SCHOOL INFORMATION**

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Principal Signature \_\_\_\_\_

Kitchen Manager \_\_\_\_\_

Kitchen Manager Signature \_\_\_\_\_

Please email, fax or deliver this completed form to:  
Nancy Deming, Sustainability Manager  
Nutrition Services Department  
900 High St. Oakland, CA 94601  
Email: [nancy.deming@ousd.k12.ca.us](mailto:nancy.deming@ousd.k12.ca.us) Fax: 510- 434-2259



OUSD FOOD DONATION PROGRAM

In partnership with Oakland Unified School District (OUSD), \_\_\_\_\_ (non-profit organization) is managing the recovery and distribution of surplus, edible food from school cafeterias and kitchens. The goal of the program is to reduce the environmental, financial and social costs of wasted surplus food by instead feeding community members who may not have adequate access to food, specifically students and their local communities.

PARTNER CHECKLIST

In order to participate in the program, your organization must have the following:

Safe food handling practices and storage-reference USDA link:

<http://www.acgov.org/aceh/food/index.htm>

- Hot and cold food can only be held at room temperature for 2 hours. School site cold storage and pick up systems plus transportation times need to be factored in to stay under proper handling. Contractor may need to consider insulated containers.
- Capacity to store OR immediately disperse items
o Refrigerator/freezer to store perishable items. The amount and types of food will vary—though most sites average 2-4 crates of food and milk a day. Typically there will be lots of individual cartons of milk (between 15 and 75 cartons a day) and sometimes there will be packaged food or trays of cooked food.
o Staff to hand out food OR clients to come pick up food in the early afternoons
- Commitment to pick-up food 2-3 days a week (except for federal and school holidays)
o Exact times will vary by location, but on average, pickups occur between 12:00 and 2:00 pm daily

Partner Information

Name of Organization: \_\_\_\_\_

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

Organization Contact: \_\_\_\_\_

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

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

Please list the names of schools you'd like to pick up from in order of preference:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Please email, fax or deliver this completed form to:
Nancy Deming, Sustainability Manager
Nutrition Services Department
900 High St. Oakland, CA 94601
Email: nancy.deming@ousd.k12.ca.us
Fax: 510- 434-2259



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Changing Lives.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Attorney at Law

# OAKLAND UNIFIED SCHOOL DISTRICT

## Community Schools, Thriving Students

This Agreement, executed in duplicate, and entered into on July 1<sup>st</sup>, 2015 is between Oakland Unified School District (OUSD), acting by and through OUSD Nutrition Services, hereinafter referred to as OUSD Nutrition Services and CONTRACTOR, under the authority of the 2011 Richard B. Russell National School Lunch Act and the Bill Emerson Good Samaritan Food Donation Act of 1996, Public Law 104-210, for the purpose of providing surplus food and meals to non-profit, community based organizations.

### Food Donation Recipient

#### Food for Community Partners

To be eligible to receive food donations from the District, the non-profit organization (known as Contractor) must sign a "Food Donation Agreement" and complete the "Partner Checklist" and forward to Nutrition Services Department. This will involve food donations to be picked up by Contractor. In some cases, school site volunteers may deliver to Contractor.

To further assist in the capturing of surplus food the District will use available resources where possible to collect from selected schools for a consolidated food donation pick up by a Contractor.

### Food for Families

Eligibility is also to recipient organizations or agency of non-profit status, operating an on-premise program for individuals or families in need of assistance that includes school site parent center, PTA, and SSC. An MOU is needed to be completed and forwarded to Nutrition Service Department.

### **It is hereby agreed that:**

- (1) OUSD, acting through OUSD Nutrition Services, will allow Contractor to pick up pre-packaged food, prepared food and milk that are deemed surplus to be served to Contractor program participants in need of food. The amount of food, time of pick-up and other program details will be determined on a site-by-site basis by both parties.
- (2) This Agreement has a term of three (3) years and must be approved by the Oakland Unified School District Board of Education. Either party may terminate this Agreement for cause upon ten (10) days prior written notice. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice. Notice of termination will be provided in writing as provided in Section 10 below. During the term of the Agreement, the Parties may modify the list of schools in Paragraph 3 below that participate in this program.  
The Food Donation Program is open to any recipient organization or agency of non-profit status, operating an on premise program for individuals or families in need of assistance.
- (2) OUSD Nutrition Services will provide the deemed surplus meals/snacks & milk from the school kitchen and cafeteria.  
These preparation sites will maintain the appropriate state and local health certifications for the facility.
- (4) OUSD Nutrition Services will not be obligated to provide any meals on days when it is not open for business.
- (6) Contractor will pay for all transportation costs and for the equipment necessary to transport food, dependent upon securing funding. OUSD is responsible for purchasing and/or maintaining refrigeration or freezers at the school site.

(7) **Insurance:**

Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:

- i. If Contractor employs any person to perform work in connection with this Agreement, Contractor shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- o Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- o Contractor does not employ anyone in the manner subject to the workers' compensation laws of California.
  - ii. Contractor shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- (8) As provided in the Bill Emerson Good Samaritan Food Donation Act of 1996, all parties agree that the Oakland Unified School District, OUSD Nutrition Services and Contractor liability under this Agreement is limited to instances of gross negligence or intentional misconduct and that OUSD shall have no liability in civil or criminal law related to the age, packaging, or condition of apparently wholesome food or apparently fit grocery products donated in good faith under this Agreement. Contractor agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. Contractor also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. OUSD agrees to hold harmless, indemnify, and defend Contractor and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this agreement. This provision survives termination of this Agreement.

- (9) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of food. Both parties will follow safe food handling and storage practices as dictated by appropriate state and county requirements.

- (10) All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be directed to the Director of OUSD Nutrition Services.
- (11) All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid,

**To OUSD**

Jennifer LeBarre, Director OUSD, Department of Nutrition Services

900 High Street, Oakland, CA 94601

Address

( 510 ) 879-8345

Telephone Number

( 510 ) 879-1779

Fax Number

Jennifer.LeBarre@ousd.k12.ca.us

Email

- (12) This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of California without reference to choice of law rules.
- (13) This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, understandings, representations and Agreements, if any.

Name and Title of OUSD Nutrition Services Jennifer LeBarre, Director	Telephone Number ( 510 ) 879-8345
Signature of OUSD Nutrition Services	Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above

\_\_\_\_\_  
 President, Board of Education  
 Oakland Unified School District

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Superintendent, Antwan Wilson  
 Oakland Unified School District

\_\_\_\_\_  
 Date

Approved as to Form



Jacqueline P. Minor  
General Counsel  
OUSD

9/18/15

Date

To donate surplus food to community organizations providing services to those in need, the following steps must be followed to take advantage of the Oakland Unified School District Food Donation Program:

1. Each organization must obtain a "Food Donation Agreement" and a "Partner Checklist" which indicates the "Non-Profit Organization" is aware of the program and procedures and has the appropriate insurance in place to participate.
2. Review the agreement and checklist, complete both forms, and have the agreement signed by your organization's designated person. Please note the agreement does not become effective until it is signed by an authorized OUSD official.
3. Please send the completed Agreement and Check List to:

OUSD Nutrition Services Department  
Sustainability Manager – Nancy Deming  
900 High Street  
Oakland, CA 94601  
Fax 510-434-2259

You will be contacted within two (2) weeks to let you know if your program has been accepted for participation.



## FOOD DONATION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_,

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

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

This Agreement, executed in duplicate, is between Oakland Unified School District (OUSD), acting by and through OUSD Nutrition Services, hereinafter referred to as OUSD Nutrition Services and CONTRACTOR, under the authority of the 2011 Richard B. Russell National School Lunch Act and the Bill Emerson Good Samaritan Food Donation Act of 1996, Public Law 104-210, for the purpose of providing surplus food and meals to non-profit, community based organizations.

### It is hereby agreed that:

(1) OUSD, acting through OUSD Nutrition Services, will allow Contractor to pick up pre-packaged food, prepared food and milk that are deemed surplus to be served to Contractor program participants in need of food. The amount of food, time of pick-up and other program details will be determined on a site-by-site basis by both parties. (2) This Agreement has a term of three (3) years and must be approved by the Oakland Unified School District Board of Education. Either party may terminate this Agreement for cause upon ten (10) days prior written notice. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice. Notice of termination will be provided in writing as provided in Section 10 below. During the term of the Agreement, the Parties may modify the list of schools in Paragraph 3 below that participate in this program.

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These preparation sites will maintain the appropriate state and local health certifications for the facility.

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(6) Contractor will pay for all transportation costs and for the equipment necessary to transport food, dependent upon securing funding. OUSD is responsible for purchasing and/or maintaining refrigeration or freezers at the school site.

### (7) Insurance:

Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:

i. If Contractor employs any person to perform work in connection with this Agreement,



Contractor shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. Contractor shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

(8) As provided in the Bill Emerson Good Samaritan Food Donation Act of 1996, all parties agree that the Oakland Unified School District, OUSD Nutrition Services and Contractor liability under this Agreement is limited to instances of gross negligence or intentional misconduct and that OUSD shall have no liability in civil or criminal law related to the age, packaging, or condition of apparently wholesome food or apparently fit grocery products donated in good faith under this Agreement. Contractor agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. Contractor also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. OUSD agrees to hold harmless, indemnify, and defend Contractor and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this agreement. This provision survives termination of this Agreement.

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**To OUSD**

Jennifer LeBarre, Director OUSD, Department of Nutrition Services

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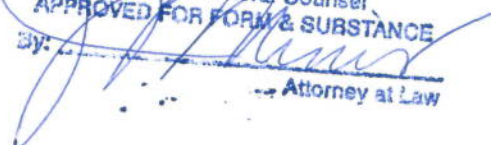
Jennifer.LeBarre@ousd.k12.ca.us

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(13) This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, understandings, representations and Agreements, if any.

<b>District</b>	<b>Contractor By:</b> _____
By: _____	Name: _____
Name: _____	Title: _____
Title: _____	Date: _____
Date: _____	By signing the above, I hereby certify under penalty of perjury that our organization is entitled to participate in the OUSD Food Donation program because we are non-profit corporation under Internal Revenue Code section 501(c)(3). (if your agency qualifies under some other basis, please specify that criterion here: _____ _____

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Attorney at Law