

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
FAIRFAX COUNTY PUBLIC SCHOOLS
FOOD AND NUTRITION SERVICES
AND

This Memorandum of Understanding (MOU) is made as of **January 1 2018**, by and between **LOCAL SCHOOL**, and **FAIRFAX COUNTY SCHOOL BOARD**, which operates the Fairfax County Public Schools Food and Nutrition Services with principal offices at 6840 Industrial Rd. Springfield, VA 22151 (hereinafter referred to as "FNS").

WITNESSETH

WHEREAS _____[SCHOOL] desires to donate student lunch leftovers to the ensuing food bank under the Bill Emerson Good Samaritan Act ("Good Samaritan Act"), signed into federal law in 1996 by President Bill Clinton.

WHEREAS FCPS FNS releases liability under the "Good Samaritan Act" once the leftover food has left the serving line. This federal bill clarifies that schools are covered from liability under this act.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1. PURPOSE

The purpose of this Memorandum of Understanding is to guide and direct the parties regarding the process to safely donate leftover school food to a local food bank. Leftover school food is defined as unopened and unused food obtained from school nutrition program. Of utmost concern to Food and Nutrition Services is the delivery of safe and nutritious food to FCPS students. With this in mind, there is an understanding that there will be some amount of leftovers. THEREFORE, the School Principal, school/parent group representative, local food bank representative, Food Operations Specialist and other participants are expected to sign and implement the actions outlined in this MOU.

2. RESPONSIBILITIES OF THE PARTIES

A. Scope of Assignment

1. FNS agrees to support [SCHOOL] in the food sharing program pursuant to the terms and conditions stated in this Memorandum of Understanding.
2. FNS and [SCHOOL] shall inform one another of changes in designated school personnel that affect the implementation of this program.
3. FNS, as food service professional, may, at any time complete an inspection on the program to ensure leftover food is being utilized for this program specific to the definition listed above.

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B. Responsibilities of Food and Nutrition Services (FNS)

1. FNS will provide [SCHOOL] and designated school representative with Memorandum of Understanding.
2. FNS will provide the designated school representative the approved list of 'examples of leftover food' including tips to help decrease waste, if requested.
3. FNS will provide, upon request, nutrition education resources to assist students in making healthful choices for a school lunch including the "All Star Lunch" document.

C. Responsibilities of School

1. Educate students to select healthy food choices using the Five Star Lunch.
2. Educate students to take only food items they will eat – 3, 4, or 5 lunch items are required and one must be a fruit or a vegetable.
3. Students are encouraged to only purchase what they wish to eat.
4. Discuss, plan and prepare a system for the sorting of unopened perishable (refrigerated) and unopened non-perishable (not refrigerated) foods and donations to local food banks.
 - a. Perishable (refrigerated) foods such as yogurt, milk, string cheese, apple slices, carrots MUST be refrigerated.
 - b. Non-perishable (not refrigerated) foods are prepackaged fruit juice, baked chips, popcorn, graham crackers, cereal, bagels, cinnamon rolls, applesauce, peaches, dips, catsup, mustard, salad dressing, jelly and bottled water, as well as whole tangerines, whole oranges, and whole bananas.
5. Review foods needed, refrigeration, delivery dates from schools, and rotation of donations to needy families (Attachment 1 and 2) by school/parent volunteer representatives who will visit the local food banks.

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3. TERM AND TERMINATION

- A. FNS may choose to evaluate and/or inspect the program at any time to ensure food safety standards are being upheld.
- B. FNS will conduct a yearly audit of the current schools participating to receive updated contact information to communicate to the Local Health Department, as needed.
- C. FNS and [SCHOOL] covenant that, in the performance of this Agreement, each will not discriminate and/or target any person on the basis of age, race, color, sex, sexual orientation, gender identity, religion, national origin, marital status, disability, or any other basis prohibited by law.

4. NON-EXCLUSIVITY

Each party shall have the right to enter into similar Memoranda of Understanding with other parties.

5. NO ASSIGNMENT

Neither this Memorandum of Understanding, nor any of its rights or obligations, may be assigned, in whole or in part, without the prior written consent of the other party.

IN WITNESS THEREOF the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the last signature date specified below.

School: _____

Principal: _____ Date: _____

School/Parent Volunteers Representative Collecting Donation: _____



Local Food Bank: _____

Local Food Bank Representative: _____

Food and Nutrition Services Operations Specialist: _____

Local Food Bank Checklist:

- Refrigeration is available: Yes _____ No _____
- Which perishable items listed below are acceptable? Check items.
- Circle the days the school can bring donated items to the food bank. M T W R F
- Circle the days that the donation will be distributed to the at-risk population? M T W R F
- Other food bank requirements _____

 Perishable (Refrigerated) Food			 Non-Perishable (Non-Refrigerated) Unopened, Prepackaged Foods		
	Yes	No		Yes	No
Milk, all flavors			Fruit Juice		
Yogurt			Prewrapped Baked Goods (i.e. bagels)		
String Cheese			Fruit: Tangerines, Whole Oranges, Bananas		
Prepackaged Apple Slices and Carrots			Unopened Dips, Catsup, Mustard, Salad Dressing, Jelly		
			Snacks: Baked chips, Popcorn, Graham Crackers, Cheez-its, Cereal		
			Bottled Water		
<p>Foods not acceptable for donation: Sliced or quartered fruit such as oranges, kiwi, grapefruit, cups of salads and raw vegetables Hot or Cold Meat Sandwiches Hot meat items such as chicken tenders or corn dog bites Hot vegetables or Whole Apples Hot casserole items such as pasta with meat sauce</p>					

Signatures:

School Representative: _____ Date: _____

Food Bank Representative: _____ Date: _____

Student School Meal Leftover Collection Record

School: _____ Week Of: _____

Person Overseeing Collection and Delivery to Local Bank: _____

Unopened Perishable Items (Refrigerated)	Monday	Tuesday	Wednesday	Thursday	Friday	Number of Items
Milk, all flavors						
Yogurt						
String Cheese						
Prepackaged apple slices or carrots						
Unopened Non-Perishable (Non-Refrigerated)						
Fruit Juice						
Prewrapped Baked Goods (i.e. bagels)						
Fruit: Tangerines, Whole Oranges, Bananas						
Unopened Dips, Catsup, Mustard, Salad Dressing, Jelly						
Snacks: Baked chips, Popcorn, Graham Crackers, Cheez-its, Cereal						
Bottled water						

Signatures:

School Representative: _____ Date: _____

Food Bank Representative: _____ Date: _____