

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
FAIRFAX COUNTY PUBLIC SCHOOLS
FOOD AND NUTRITION SERVICES
AND FOOD BANK FOR FOOD SHARING AT
[SCHOOL NAME]

This Memorandum of Understanding (MOU) is made as of [DATE], by and between the **FAIRFAX COUNTY SCHOOL BOARD**, which operates the Fairfax County Public Schools (“FCPS”) and the School (as defined below), together with FCPS’s Food and Nutrition Services with principal offices at 6840 Industrial Rd. Springfield, VA 22151 (hereinafter referred to as “FNS”), and **[FOOD BANK NAME]**, (“Food Bank”).

Recitals

WHEREAS, **[SCHOOL NAME]** (the “School”) desires to donate student lunch leftovers to the Food Bank in accordance with the Bill Emerson Good Samaritan Act (“Good Samaritan Act”), signed into federal law in 1996 by President Bill Clinton;

WHEREAS, the Good Samaritan Act provides protection from liability for persons and entities (including schools) who donate qualifying food items and grocery products to non-profit organizations under the conditions set forth in the Act; and

WHEREAS, Food Bank is a non-profit organization that distributes food free of charge to needy individuals.

Agreement

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 of safely donating leftover school food to a local food bank. Leftover school food is defined as unopened and unused food obtained from an FCPS 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. FCPS and School wish to coordinate efforts in the conduct of a program for donation of qualifying leftover school food items (the “Food Sharing Program”) to Food Bank in accordance with the Good Samaritan Act and in the manner described in this MOU.

2. RESPONSIBILITIES OF THE PARTIES

A. Scope of Understanding

1. FNS agrees to support School in performance of the Food Sharing Program pursuant to the terms and conditions stated in this Memorandum of Understanding.
2. FNS, School, and Food Bank shall inform one another of changes in designated personnel that affect the implementation of the Food Sharing Program.

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B. Responsibilities of Food and Nutrition Services (FNS)

1. FNS will provide the School's designated representative with the approved list of 'examples of leftover food' including tips to help decrease waste, if requested, and provide updates to such list as available. The current approved list is attached to this MOU as Attachment 1, and will be deemed updated each time FNS provides School with a new version.
2. 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.
3. FNS may choose to evaluate and/or inspect the Food Sharing Program at the School at any time to ensure food safety standards are being upheld and ensure that leftover food is being utilized for the Food Sharing Program in accordance with the requirements of the Good Samaritan Act and in accordance with this MOU.
4. FNS will conduct a yearly audit of the current schools participating in the Food Sharing Program (including the School) to receive updated contact information to communicate to the Local Health Department, as needed.

C. Responsibilities of School

1. Educate students to: (a) select healthy food choices using the Five Star Lunch; (b) take only food items they will eat – 3, 4, or 5 lunch items are required and one must be a fruit or a vegetable; and (c) purchase only what they wish to eat.
2. School's designated contact person for purpose of the Food Sharing Program is: _____ . The volunteer organization responsible for delivering donated items to the Food Bank is: _____ .
3. Discuss, plan, prepare, and operate a system for the sorting of unopened perishable (refrigerated) and unopened non-perishable (not refrigerated) foods and donations to local food banks, including the Food Bank. Perishable and non-perishable food donated to Food Bank hereunder must be unopened and include the following:
 - a. **Perishable Foods**: Perishable (refrigerated) foods such as milk, string cheese and yogurt, fruit juice cups, fresh pre-packaged fruits (apple slices), and fresh pre-packaged vegetables (carrots, celery) MUST be refrigerated.

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b. **Non-Perishable Foods**: Non-perishable (not refrigerated) foods are prepackaged bagels, baked chips, cereal, cinnamon rolls, fruit juice box, graham crackers, popcorn, shelf stable fruit cups, barbeque sauce, jelly, ketchup, mayonnaise, mustard, salad dressing, and bottled water, as well as whole bananas, whole oranges, and whole tangerines.

4. 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 and deliver donations of food from the school to the Food Bank.

D. Responsibilities of Food Bank

1. Food Bank represents and warrants that: (a) it is a non-profit organization that is authorized to conduct business in the Commonwealth of Virginia; and (b) it does not, and will not during the term of this MOU, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. Food Bank acknowledges and agrees that, notwithstanding any provision herein to the contrary, FCPS is under no obligation to participate in the Food Sharing Program or to donate food to the Food Bank. In the event that Food Bank receives donations of food from FCPS, Food Bank covenants and agrees to distribute any and all such food donations to needy individuals in accordance with the Good Samaritan Act.

3. TERM AND TERMINATION

- A. The term of this Agreement shall commence on the date first set forth above and end on the last day of the current school year.
- B. Either party may terminate this Agreement at any time upon delivery of ten (10) days' prior written notice to the other party.

4. NON-EXCLUSIVITY

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

5. NO ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES

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Neither this Memorandum of Understanding, nor any of the rights or obligations of any party, may be assigned, in whole or in part, without the prior written consent of the other parties. Except as otherwise expressly provided herein, this MOU and all rights hereunder are intended for the sole benefit of the parties hereto, and do not imply or create any rights on the part of, or obligations to, any other person or entity.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives effective as of the date first set forth above.

FAIRFAX COUNTY SCHOOL BOARD

By: _____

Name: _____

Title: _____

[FOOD BANK]

By: _____

Name: _____

Title: _____

Local Food Bank Checklist:

- Refrigeration is available: Yes _____ No _____
- Which perishable items listed below are acceptable? Check items.
- Circle days school can bring donated items to the bank: M T W Thu Fri
- OR circle days when food bank will pick up donated items: M T W Thu Fri
- Other food bank requirements _____

Perishable (Refrigerated) Food			Non-Perishable (Non-Refrigerated) Unopened, Prepackaged Foods		
	Yes	No		Yes	No
Milk, all flavors			Fruit juice box		
Yogurt			Individually wrapped and sealed grains: bagels, baked chips, cereal, cinnamon rolls, graham crackers and popcorn		
String cheese			Shelf stable fruit cups		
Fruit juice cups			Whole fruit: bananas, oranges and tangerines		
Fresh prepackaged and sealed fruits and vegetables: apple slices and carrots			Individually wrapped and sealed condiments: barbeque sauce, jelly, ketchup, mayo, mustard, salad dressing		
			Bottled water		

These foods are not acceptable for donation:

Sliced or quartered fruit such as oranges, kiwi, grapefruit, cups of salads and raw vegetables, whole apples, hot or cold meat sandwiches, hot entrée items such as chicken tender or cheese sticks, hot vegetables, hot casserole items such as: pasta with meat sauce or alfredo sauce, macaroni and cheese, nachos with beef and cheese

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						
Fruit juice cups						
Fresh prepackaged and sealed fruits and vegetables: apple slices and carrots						
Unopened Non-Perishable (Non-Refrigerated)						
Fruit juice box						
Individually wrapped and sealed grains: bagels, baked chips, cereal, cinnamon rolls, graham crackers and popcorn						
Shelf stable fruit cups						
Whole fruit: bananas, oranges and tangerines						
Individually wrapped and sealed condiments: barbeque sauce, jelly, ketchup, mayo, mustard, salad dressing						
Bottled water						

Signatures:

School Representative: _____

Date: _____

Food Bank Representative: _____

Date: _____