

FOOD DONATION PARTNERSHIP AGREEMENT
UNDER TEXAS EDUCATION CODE SECTION 33.907

[This document can be used to establish a memorandum of understanding for a food donation program implemented under Texas Education Code section 33.907. See CO(LEGAL). The district's administrative regulations regarding this program can be found at CO(R).]

Date: _____

Nonprofit organization: _____

Name of nonprofit organization's representative: _____

Nonprofit address: _____

Nonprofit phone number: _____

Campus making donation: _____

Campus employee affiliated with the nonprofit organization: _____

This memorandum of understanding (the "MOU") is made and entered into between the _____ (the "district") and _____ (the "nonprofit") for the purposes of implementing a food donation program under Texas Education Code section 33.907. As required by law, the nonprofit meets the definition of a "nonprofit organization" as defined in Texas Civil Practice and Remedies Code section 76.001.

The school board has adopted Policy CO(LOCAL) authorizing district participation in this donation program in accordance with Texas Education Code section 33.907(e).

To "donate" has the meaning assigned by Texas Civil Practice and Remedies Code section 76.001.

It is hereby agreed that:

- (1) The campus will provide the food items to be donated through the program. Surplus food will not be intentionally prepared to support the donation program. If the district is unable to use USDA food items and wishes to transfer the items to the nonprofit for donation, the district will be responsible for contacting the Texas Department of Agriculture and submitting and maintaining appropriate documentation. The food donated by the campus to the nonprofit organization may include: ***[Ensure that the designations below match district administrative regulations.]***
 - (a) Surplus food prepared for breakfast, lunch, or dinner meals or a snack to be served at the campus cafeteria; or
 - (b) Food donated to the campus as the result of a food drive or similar event.
- (2) The campus may donate the following food:

- (a) Packaged or unpackaged unserved food;
 - (b) Packaged served food if the packaging is in good condition;
 - (c) Whole, uncut produce;
 - (d) Wrapped raw produce; and
 - (e) Unpeeled fruit that is required to be peeled before consumption.
- (3) The donated food may be received, stored, and distributed on campus.
- (a) The nonprofit will work with the campus officials to establish where food may be stored on the campus and the times and locations when food may be distributed on the campus.
 - (b) The campus and the nonprofit are both responsible for following all food handling and storage practices as determined by the Texas Department of Agriculture and any applicable county guidelines. Both parties will comply with all applicable federal, state, and local law and guidelines with regard to the preparation, storage, and distribution of donated food.
 - (c) Temporary storage of food in school nutrition program equipment or facilities will be in accordance with school nutrition program guidelines.
 - (d) The district is responsible for purchasing and/or maintaining refrigeration or freezers at the school site. The district will maintain documentation that demonstrates ***[Insert as applicable.]***
 - i. That there is negligible cost in using district equipment and/or storage and that no additional equipment has been purchased specifically because of or for the donation program ***or***
 - ii. That the cost for equipment and/or storage has been covered by non-school nutrition program sources.
 - (e) The district is responsible for the disposal of excess food.
- (4) The district is responsible for notifying students about the food donation program.
- (5) Food distributed during the day will be done in a way that does not overtly identify the eligibility of a student.
- (6) Staff volunteers:
- (a) A campus employee may volunteer to assist the nonprofit organization in preparing and/or distributing the food. The employee _____ (***will or will not***) be able to charge time to the school nutrition program when identifying and organizing food items to be donated.
 - (b) A campus employee or nonprofit employee may not obtain the donated food for personal use nor profit from the donated food.
- (7) The campus will not be obligated to provide any food on days when the campus or district is not open for business.
- (8) Either party may terminate this agreement for ***any reason/for cause*** upon _____ days written notice.
- (9) Liability:
- (a) The Bill Emerson Good Samaritan Food Donation Act extends protections against civil and criminal liability to persons or organizations that make food donations. 42 U.S.C. § 1791. These protections do not apply in cases of gross negligence or intentional misconduct.

(b) The nonprofit acknowledges that the district, its trustees, employees, and volunteers do not waive any sovereign or governmental immunity under state or federal law by entering this MOU.

(10) Insurance:

(a) The nonprofit understands and accepts that the district's insurance provides no coverage for the nonprofit or any other user other than the district. The nonprofit will furnish evidence of liability insurance coverage for their participation in this program.

(11) The _____ (school district official) has authority to make decisions in execution of this agreement.

(12) This agreement has a term of _____ (*insert years*) and will automatically renew for successive terms unless terminated in accordance with this agreement.

Superintendent

Board President

Head of Non-Profit Agency

School District Official (**Include the signature of the district official designated for decision-making authority under this agreement, if different than the superintendent.**)
