



Hunger Relief School Program Participation Agreement

INSTRUCTIONS: This agreement is to be completed by the school and the agency providing the hunger relief program. The original signed agreement needs to be kept at the school and a copy given to the appropriate agency. The school must also enter program information on the Hunger Relief Collaboration Team SharePoint site and upload the final signed agreement. Any questions with regards to this agreement need to be directed to HungerReliefTeam@palmbeachschools.org.

In Support of _____ Program
Program Name

The parties of this Agreement, dated _____ are the following:

School # _____ School Name _____

School Principal _____

School Address _____

and Agency _____

who is an independent contractor and is not an officer, employee, or agent of the School Board.

Select Term of Agreement:

School Year This Agreement is effective upon execution on _____ (date) and will terminate the last day of the school year (based upon the School Board Approved District Calendar). If the parties wish to continue the program a new agreement will need to be in place before the next school year begins. Either party may terminate this Agreement by providing the other party ten (10) days advance written notification. This Agreement may be amended only with the mutual written consent of both parties.

Summer This Agreement is effective upon execution on _____ (date) and will terminate on _____ (date). If the parties wish to continue the program after termination a new agreement will be entered into by the parties. Either party may terminate this Agreement by providing the other party ten (10) days advance written notification. This Agreement may be amended only with the mutual written consent of both parties.

Agency will work with school/principal to administer program:

Backpack / Food Bag - Addendum A

Food Pantry - Addendum B

Food Distribution (describe type of distribution):

I. School/Principal agrees to:

A. Designate a lead contact person that will administer the program. Person assigned to this responsibility:

Name _____

Title _____ Phone Number _____

Email _____

B. Identify, refer, and track the numbers of students who participate in the program. **NOTE:** This is an internal process within each school, no student information will be provided to anyone from the program. Aggregate information, by school or district may be provided to program which can be used to secure grant funding and provide feedback to funders.



- C. Meet all program requirements as defined by handbook or guidelines of the agency.
- D. Report any concerns or feedback, testimonials, quotes or reviews from parents, students, teachers, and staff to:

Name _____
 Email _____ on an ongoing basis or as they occur.

II. Agency agrees to:

- A. Designate a lead contact person for the program. Person assigned to this responsibility:

Name _____
 Title _____ Phone Number _____
 Email _____

- B. Arrange for the packing and coordinate delivery to the school site.
- C. Make every effort to advise when children with allergies should not participate in the program due to ingredients in products being distributed.
- D. Ensure that all foods contain allergen warnings and have not expired.
- E. Comply with all applicable federal, state, and local laws.

III. School/Principal and agency agree as follows:

- A. Governing Law and Venue - This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.
- B. Insurance - Program shall provide proof of insurance in the amounts listed below as required by the PBCSD Board's Director of Employee Benefits and Risk Management:

An insurance company must have a B+ or higher rating from the A.M. Best Rating Services, Inc.	
Commercial General Liability	\$1,000,000/\$2,000,000
(Policy must be endorsed by CG 20 10 or CG 20 37. The School Board of Palm Beach County must be listed as additional insured.)	
Workers' Compensation (Per F.S 440)	Statutory Limits
Employers Liability	\$500,000/\$500,000/\$500,000
If your agency has less than 4 employees it is not required to have Workers' Compensation or Employers Liability insurance. However, the agency is required to provide us a Certificate of Election to be Exempt from Florida's Workers' Compensation Law. It is available for free to non-construction industry entities. To request or renew a WC exemption, visit: https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/ and apply under "Non-Construction Industry".	
Business Automobile Liability	\$500,000
(Required if commercial autos are used on Board-owned property.)	



- C. Waiver of Subrogation - In the event of loss, damage or injury to school/principal and/or property, agency shall look solely to any insurance in its favor without making any claim against the School Board. Agency hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of agency insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.
- D. Indemnification - Agency agrees to indemnify PBCSD Board and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly:
 - i. the negligent, grossly negligent, or intentional act or omission of agency or its directors, officers, employees, agents or contractors
 - ii. Agency failure to perform any of its obligations under this Agreement; and
 - iii. Any act or omission of agency in connection with the terms of this Agreement; and
 - iv. Any action by a third party against Board that is based on any claim that any products supplied or services performed under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret. Agency recognizes the broad nature of this indemnification and hold harmless article and voluntarily makes this covenant for good and valuable consideration provided by Board in support of this indemnification in accordance with the laws of Florida.
- E. Non-Discrimination - Agency agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, creed, color, age, sexual orientation, gender identity or expression, religion, handicap, national origin, or marital status.
- F. Compliance with the School Board Policies - Agency shall comply with all current School Board of Palm Beach County's policies including Policy 2.53, Volunteers in Public Schools. The School Board's policies are located on the School District's website and are incorporated herein. It shall be the agency's responsibility to comply with all School Board policies as they may be modified from time to time during the term of this Agreement.

IN WITNESS THERETO, the undersigned have each read the foregoing agreement and agrees with it.

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
 on Behalf of:

Name of Agency

Name of School

Agency Representative Printed Name

Principal Printed Name

Agency Representative Signature

Principal Signature

Date

Date



ADDENDUM A

Backpack or Food Bag Guidelines

Backpack or Food Bag program must meet the following guidelines:

- If working with an outside agency, the agency must be in good standing and must comply with all the requirements by the School District.
- District employees are not permitted to utilize district time to pick up food from participating agency.
- Staff and volunteers who have direct contact with children must be cleared by the District.
- Food brought on campus must come from a licensed food manufacturer; no home prepared items are allowed.
- Agency should strive to provide a variety of food items that will contribute nutritional value over the two day duration of the weekend backpack or food bag program.
- Foods of no nutritional value are discouraged.
- Agency is encouraged to reference the United Way of Palm Beach County Hunger Relief website at <https://unitedwaypbc.org/hunger/> and/or contact the United Way of Palm Beach County Hunger Relief for their backpack program guidelines and more information at HungerRelief@unitedwaypbc.org.

ADDENDUM B

Food Pantry Guidelines

Food Pantry program must meet the following guidelines:

- If working with an outside agency, the agency must be in good standing and must comply with all the requirements by the School District.
- District employees are not permitted to utilize district time to pick up food from participating agency.
- Staff and volunteers who have direct contact with children must be cleared by the District.
- Food brought on campus must come from a licensed food manufacturer; no home prepared items are allowed.
- School pantries may have a permanent set-up within a school or may operate through a mobile distribution rotation where food is brought to the school campus as determined by both parties.
- **Safety & Sanitation:**
 - **Dry Storage Areas:**
 - Should be dry, clean, well ventilated and free of pests.
 - Should be locked when not in use.
 - Should have adequate shelving, tables and/or bins.
 - All food must be stored at least six inches off the ground on a shelf and/or pallet.
 - Products and Inventory procedures to be followed:
 - The packaging should be intact and clean with a manufacturer's label.
 - Reject food items if packaging has any of the following problems:
 - Items with tears, holes, or punctures
 - Cans that have severe dents in the can seams and/or deep dents in the can body
 - Missing labels
 - Swollen or bulging ends
 - Holes and visible signs of leaking
 - Rust
 - Ensure all food is labeled, dated, and rotated.
 - First In/First Out (FIFO) must be practiced. Always check the label on the box to make sure you are using the oldest dates first.
 - Do not accept cases or packages of food that appear to have been tampered with.
 - **Time and Temperature Control for Safety (TCS):**
 - All foods must be maintained at all times out of the temperature 'Danger Zone' - (bacteria grow rapidly between 41 °F and 135 °F).
 - All TCS Foods – Received, Held or Stored:
 - Cold must be at 41 °F or lower.
 - Hot must be at 135 °F or higher.
 - Foods not held at these temperatures must be discarded.
 - Food with expired dates must not be given to students.
 - Old, outdated, damaged, or spoiled food must be disposed.
 - Any perishable food needs to be disposed of appropriately prior to school breaks and holidays.
- **Food Allergies:**
 - Parent(s)/Guardian(s) with students with severe allergies should be made aware of food that contain allergens.
- **Distribution of food to students/families:**
 - All goods with potential for foodborne illness or that require refrigeration (milk, cheese, meat, fruit/vegetables, etc.) must be handed directly to the parent.
 - Utilize bags and/or boxes for families to transport the food.
 - The latest permissible distribution is during AfterSchool dismissal.
 - No evenings or weekends (unless it is during a school function).
- **IMPORTANT NOTE:** Per Florida Health (formerly known as Florida Department of Health), food pantries located in public or private schools that distribute canned or perishable foods are not subject to regulation as food service establishments. However, all food pantries must be subject to overall general sanitation and safety regulations for the establishment where the food pantry is located.