



**New** Applications:  
Instructions and  
Agreement

*"Healthy Students, Healthy Families, Healthy Communities"* LAUSD Board Resolution

Cafeteria Managers or School Site Staff:  
Please provide the agency this document to apply for the Food Donation program.

## Non-Profit Organization's Responsibility

**1 COMPLETE** Each non-profit organization must complete the attached **FOOD DONATION AGREEMENT** which outlines the program policies and required insurance documentation to participate in the program.

**2 SIGN** The non-profit organization's designated person must sign the Agreement certifying awareness of the program policies and that the appropriate insurance documentation is provided. Please Note: The Agreement does not become effective until it is signed by an authorized LAUSD official such as the Food Services Director or designee.

**REVIEW** *Before sending your Food Donation Agreement to the Food Services Division, did you...*

- |                          |                                |                          |  |
|--------------------------|--------------------------------|--------------------------|--|
| <input type="checkbox"/> | ✓ Complete the Agreement form? | <input type="checkbox"/> | ✓ Indicate the school(s) on the form?          |
| <input type="checkbox"/> | ✓ Sign the Agreement?          | <input type="checkbox"/> | ✓ Include your Certificate of Insurance (COI)? |

**3 SUBMIT** Please send the signed agreement along with the Certificate of Insurance to the Food Services Division:

By Email: [fooddonation@lausd.net](mailto:fooddonation@lausd.net)

By Mail: Food Services Division, 333 S. Beaudry Avenue, 28<sup>th</sup> Floor., Los Angeles CA 90017

## Food Services Division's Responsibility

**\*APPROVAL PROCESS** The application (agreement & insurance) is reviewed by 3 LAUSD offices:



\*Please allow up to 2 weeks for review and notification.

**STATUS** The Food Services Division will notify an approval/non approval via email to

1. The non-profit organization's representative
2. The Food Services Manager of selected school(s) and Regional Food Services Manager
3. The school representative (principal/School Administrative Assistant, etc.)

### PARTICIPATION

1. The Food Services Manager and organization's representative will directly communicate on availability of donation.
2. The approved organization will be listed on the FSD Master Approved Food Donation list and updated on the CafeLA website.
3. Certificate of Insurance documentations expire annually; FSD requires a new agreement and updated COI document annually.

**Questions? Please call the Food Services Division at 213-241-2993 or email us at [fooddonation@lausd.net](mailto:fooddonation@lausd.net)**

## LAUSD FOOD DONATION AGREEMENT

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

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

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

Hereinafter referred to as the "Contractor," and LOS ANGELES UNIFIED SCHOOL DISTRICT Hereinafter referred to as, the "District."

WHEREAS, The Board of Education of the City of Los Angeles adopted the Healthy Students, Healthy Families, and Healthy Communities Resolution on April 12, 2011, which allows the District to donate excess food that meets federal regulations, to needy families and children; and

WHEREAS, Health and Safety Code section 114432 allows the District to donate food to a food bank or to any other nonprofit organization for distribution to persons free of charge; and

WHEREAS, The Contractor is a food bank or nonprofit agency qualified to distribute food to needy persons in the community;

Therefore, the parties hereto agree as follows:

### I. TERM

This Agreement is effective upon execution and shall remain in effect for a period not to exceed five (5) years unless terminated earlier by the parties hereto. Either party may terminate this Agreement by providing the other party five (5) days' advance written notification, delivered to its last known address.

### 2. DUTIES OF THE DISTRICT

The District shall make available to the Contractor at no cost and on a nonexclusive basis leftover food items from the District's Food Services operation, for which the District has determined it has no further use. Food that the District has served that remains unused shall be in compliance with California Food Retail Code ("CFRC"), Article 7, Section 114079, which provides as follows:

"(a) Except as specified in subdivision (b), after being served or sold and in the possession of a consumer, food that is unused or returned by the consumer shall not be offered as food for human consumption.

"(b) A container of food that is not potentially hazardous may be transferred from one consumer to another if the food is dispensed so that it is protected from contamination and the container is closed between uses, such as a narrow-neck bottle containing catsup, steak sauce, or wine, or if the food, such as crackers, salt, or pepper, is in an unopened original package and is maintained in sound condition, and if the food is checked periodically on a regular basis."

### 3. DUTIES OF THE CONTRACTOR

A. The Contractor shall pick up the food items at times and places mutually agreeable to the parties as specified in Paragraph 9 below, transport them as necessary, and provide them at no cost to needy persons, all in a manner that complies with applicable laws and regulations.

B. Contractor shall ensure that only containers of food that are not "POTENTIALLY HAZARDOUS" are transferred. Such food must be protected from contamination and the container must be closed between uses. In accordance with Health and Safety Code section 113871, "Potentially Hazardous" shall mean a food that requires time or temperature control to limit pathogenic micro-organism growth or toxin formation. (b) "Potentially hazardous food" includes a food of animal origin that is raw or heat treated, a food of plant origin that is heat-treated or consists of raw seed sprouts, cut melons, cut tomatoes or mixtures of cut tomatoes that are not modified to render them unable to support pathogenic micro-organism growth or toxin formation, and garlic-in-oil mixtures that are not acidified or otherwise modified at a food processing plant in a way that results in mixtures that do not support growth or toxin formation as specified under subdivision(a).

C. When food is transported, Contractor shall be responsible for ensuring that food is transported to and from a facility within in a period of less than 30 minutes in accordance with the requirements of CFRC Article 2, Section 113996.

D. Contractor shall adhere to LAUSD Food Donation Procedures, which are attached hereto as Exhibit A and made a part hereof.

4. **NONDISCRIMINATION** During the performance of the Contract, Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment based on that individual's race, color, ancestry, religious creed, national origin, sex, sexual orientation, disability, medical condition, age or marital status.

5. **CONTRACTOR NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT** While engaged in performance of this contract, the Contractor is an independent contractor and is not an officer, employee, or agent of the District.

6. **LIABILITY** The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this contract, whether caused by the District, its officers, employees, or by third persons.

#### 7. **HOLD HARMLESS AND INDEMNIFICATION**

The Contractor agrees to release, discharge, indemnify, defend, and hold harmless the District, the Board of Education of the City of Los Angeles, its employees, and agents (collectively, Indemnitees") for all illness, injury, or damage to persons or property which may arise out of the activities covered under this Agreement, including the transportation, distribution, use, or consumption of food items, except to the extent caused by the gross negligence or willful misconduct of the District.

#### 8. **INSURANCE**

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence \$ 100,000 fire damage \$ 5,000 med expenses \$1,000,000 personal & adv. injury \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

D. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$25,000 require District approval.

E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal/ cancellation notice provision. The Commercial General and Automobile Liability policies referred to in clauses A and B above shall name the District and the Board of Education as additional insured.

9. DELIVERY Contractor shall take delivery at the following location(s):

**Designated School(s):**

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10. NOTICES

Any and all notices or other communication required shall be in writing and shall be deemed to have been duly given on the on the day of transmission if by electronic mail and by the third day after deposit in the United States mail, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

**CONTRACTOR:**

Name of Representative:

Address:

Phone:

Fax:

\*Email:

\*Please include an email address for notification purposes.

**DISTRICT:** Los Angeles Unified School District, Food Services Division

Address: 333 S. Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, Ca 90017

Phone: 213-241-2993

Fax: 213-241-8476

\*Email: [fooddonation@lausd.net](mailto:fooddonation@lausd.net)

Either party may change its address as indicated above by giving written notice of such change to the other party in the manner specified in this Section.

**11. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between the parties to the Agreement and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

**This Agreement along with the agency’s approved Certificate of Insurance (COI) documentation shall be valid for one year; the agreement and COI must be renewed annually to remain in participation with the program.**

ACCEPTED and AGREED:

**District (District Representative signs)**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Contractor**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**By signing above, I hereby certify under penalty of perjury that our organization is entitled to participate in the LAUSD Food Donation Program because we are a non-profit corporation under Internal Revenue Code section 501C(3).**

*(If your agency qualifies under some other basis, please specify that criterion here:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )