



LOS ANGELES UNIFIED SCHOOL DISTRICT REFERENCE GUIDE

TITLE: Food Donation Process

NUMBER: REF-5634.0

ISSUER: Enrique G. Boull't, Chief Operating Officer (Interim)
Office of the Chief Operating Officer

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Food Services Division

DATE: October 31, 2011

ROUTING
All Schools and Offices

PURPOSE: The purpose of this Reference Guide is to inform schools and offices on the process for the new food donation policy for all LAUSD schools.

MAJOR CHANGES: This is a new reference guide that provides information and procedures for the Healthy Students, Healthy Families, and Healthy Communities resolution approved by the Board of Education on April 12, 2011. The resolution allows the District to donate excess food that meets federal regulations to needy families and children. The donations will be limited to packaged food items that have not been served to children as a part of the District's school meals program.

INSTRUCTIONS: The following explains the program participation details.

For School Principal/Administration

1. Food Services Division will provide to principals a list of non-profit organizations approved to pick up available food items, and principals only need to be aware of the program's guidelines.
2. Organizations not on the authorized list or arriving late to pick-up food during undesignated times must be referred to the Food Services Division. The School Administration has the right to deny access to the campus.

Food Donation Recipient

To be eligible to receive food donations from the District, the non-profit organization (known as Recipient) must sign an agreement (example attached) and forward to the Food Services Division including the following:

- Satisfactory liability insurance
- "Hold Harmless" agreement
- Names of schools from which they would like to pick up food (school names and addresses can be obtained at the District website at: www.lausd.net/schools)



LOS ANGELES UNIFIED SCHOOL DISTRICT REFERENCE GUIDE

1. After the agreement has been signed, the organization must contact the school (Food Services Manager) for whom they have been approved.
2. Recipient acknowledges that it has inspected the goods and is satisfied with their condition.
3. Recipients are to use standard procedures for entering a school, i.e., enter through the main office, identify themselves and why they are there and sign in before they go to the cafeteria to pick up any available food.
4. Recipient shall be responsible for the cost of shipping or transporting the goods from the LAUSD designated pick-up site and assume all responsibility for any injury or property damage arising during the shipping or transporting of the goods.
5. Food must be picked up no later than 30 minutes after the end of the lunch period on the day of availability. Food not picked up on any day will not be saved. Nothing will be held over for pick-up the following day.
6. Once the food has been placed on the receiving organization's container(s), a signature will be required from the receiving organization to release the food.
7. Recipient shall not and will not use the LAUSD name or any trademark or reference related to LAUSD's name in connection with the donation, use, or disposal of the goods.

Food Services Division

1. The Food Services Division will work with the Office of General Counsel to determine approval and notify the organization of their approved status.
2. LAUSD will donate food goods to non-profit organizations and recipients will warrant that the goods will be distributed at no charge to clients.
3. The approved non-profit agency must contact the Food Services Manager daily to determine if any food is available for donation (telephone numbers will be provided for each recipient's approved schools).
4. Food must be picked up no later than 30 minutes after the end of the lunch period on the day of availability. Food not picked up on any day will not be saved. Nothing will be held over for pick-up the following day.
5. The California Health and Safety Code, Article 7, Section 27601, requires cold food to be held at 41° Fahrenheit or below and hot foods to be held at 140° Fahrenheit or above.
6. Once the food has been placed on the receiving organization's container(s), a signature will be required from the receiving organization to release the food and a copy must be kept by the Food Services Division.



LOS ANGELES UNIFIED SCHOOL DISTRICT

REFERENCE GUIDE

ASSISTANCE: For further information, questions or concerns, please contact the LAUSD Food Services Division at 213-241-3366.



FOOD DONATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2011, 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.



LOS ANGELES UNIFIED SCHOOL DISTRICT REFERENCE GUIDE

“(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 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



LOS ANGELES UNIFIED SCHOOL DISTRICT REFERENCE GUIDE

Agreement, including the transportation, distribution, use, or consumption of food items, irrespective of any negligence on the part of the District.

Furthermore, the Contractor agrees to defend and fully indemnify the Indemnitees from any and all liability, loss, or damage the District or its agents or employees may suffer as a result of claims, demands, costs, penalties, litigation, or judgments against it arising from any and all illness, injury, or damage to any person, persons, or property caused by or resulting from the activities covered under this Agreement, including the transportation, distribution, use, or consumption of food items.

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.



LOS ANGELES UNIFIED SCHOOL DISTRICT REFERENCE GUIDE

9. DELIVERY

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

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: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

District:

Address: _____

Phone: _____

Fax: _____

Email: _____

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.



LOS ANGELES UNIFIED SCHOOL DISTRICT
REFERENCE GUIDE

ACCEPTED and AGREED:

District	Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	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 non-profit corporation under Internal Revenue Code section 501(c)(3). (If your agency qualifies under some other basis, please specify that criterion here _____.)

ATTACHMENT A



LAUSD Food Donation Program

In an effort to avoid discarding excess or unused food served in the school meal program, the Board of Education of Los Angeles Unified School District has recently passed a resolution, entitled “Healthy Students, Healthy Families, Healthy Communities” introduced by Board Member Dr. Richard Vladovic, to make the excess or unused food be available to charitable organizations.

The following explains the program participation details:

1. LAUSD wishes to donate excess and unused foods.
2. The Food Donation Program is open to any recipient organization or agency of non-profit status, operating an on-premise program for individuals or families in need of assistance.
3. To be eligible to receive food donations from the District, the non-profit organization must sign an agreement (as attached) which includes the following:
 - Satisfactory liability insurance
 - “Hold Harmless” agreement
 - Names of schools from which they would like to pick up food – school names and addresses can be obtained at the District website at: www.lausd.net/schools
4. LAUSD donates food goods to recipients and recipient represents and warrants that the goods will be distributed at no charge to recipient clients.
5. Recipient acknowledges that it has inspected the goods and is satisfied with their condition.
6. After the agreement has been signed, the organization must contact the cafeteria manager of the school for which they have been approved. The cafeteria manager should be telephoned daily to determine if any food is available for donation. (telephone numbers will be provided for each recipient’s approved schools)
7. Recipients are to use standard procedures for entering a school, i.e, enter through the main office, identify themselves, why they are there and sign in before they go to the cafeteria to pick up any available food.
8. Recipient shall be responsible for the cost of shipping or transporting the goods from the LAUSD designated pick-up site and assumes all responsibility for any injury or property damage arising during the shipping or transporting of the goods.
9. Food must be picked up no later than 30 minutes after the end of the school’s lunch period on the day of availability. Food not picked up on any day will not be saved. Nothing will be held over for pick-up on the following day.
10. When food is transported, per California Retail Food Code Article 2, Section 113996, it must be transported to and from a facility within a period of less than 30 minutes.
11. The receiving organization will be responsible for providing appropriate containers for transporting food at acceptable temperatures.



LOS ANGELES UNIFIED SCHOOL DISTRICT REFERENCE GUIDE

12. The California Health and Safety Code, Article 7, Section 27601, requires cold food to be held at 41⁰ Fahrenheit or below and hot foods to be held at 140⁰ Fahrenheit or above.

13. Once the food has been placed on the receiving organization's container(s), a signature will be required from the receiving organization to release the food.
14. Recipient shall not and will not use the LAUSD name or any trademark or reference related to LAUSD's name in connection with the donation, use or disposal of the goods.
15. For further information, questions or concerns, contact the LAUSD Food Services Division at 213-241-1765.