



Program Agreement

Permanent School Pantry Program

Introduction:

The mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families. School Pantries are located on the grounds of a school or community-based organization, intended to provide a more readily accessible source of food assistance to low-income children and their families.

School Pantry is a Feeding America Program model, adopted and tailored by Second Harvest Food Bank of Orange County (SHFBOC) to best reach the needs of the community. SHFBOC launched its first permanent School Pantry (the “Lion’s Den”) in September 2015 at Lincoln Elementary in Anaheim, its second (“Mercado El Sol”) in April 2017 at El Sol Science & Arts Academy in Santa Ana, its third (“La Colonia Market”) in November 2017 at Anaheim Independencia Family Resource Center in Anaheim, and its fourth (“Dolphin’s Market”) in April 2019 at Pacific Drive Elementary in Fullerton.

Our best-practice permanent school pantries aim to de-stigmatize food distribution and embody the program’s theme of “Compassionate Service” – from the pantry’s name to the look and feel of the way it is designed. We are looking forward to the partnerships that we will form with each site as we grow our permanent School Pantry Program from 4 to 6 locations by 2021, knowing that they will provide ample opportunities for growth and help further our mission to end hunger in Orange County. We aim to provide excellent support to the sites that we work with, and hold our partners to high expectations in terms of communication, and a willingness to collaborate to meet the needs of each specific school community.

Responsibilities of the Permanent School Pantry site:

1. Agree to adopt the Permanent School Pantry Program model, as designed by SHFBOC.
2. Abide by SHFBOC’s minimum best practice requirements for pantry de-stigmatization: work together to determine an inviting name for your pantry; establish consistent pantry hours, taking into consideration the needs of your clients; be open to the community; operate a client choice pantry with bag limits (i.e., no point systems or unnecessary item limits); establish standards to avoid preferential treatment of volunteers.
3. Identify a staff person (hereinafter referred to as the “Pantry Coordinator”) to oversee the pantry operations (including, but not limited to): be present at time of delivery and assist driver as needed, ensure proper distribution set-up, recruit and coordinate consistent volunteer coverage for pantry restocking at the time of delivery and pantry distribution hours, assign pantry volunteers to specific tasks and provide volunteer support, and handle any on-site issues. This individual will also serve as SHFBOC’s primary contact, and will be responsible for maintaining open lines of communication with SHFBOC staff, including addressing all issues and challenges.
4. The “Pantry Coordinator” and another staff or volunteer must undergo Safe Food Handling training (2 total).
5. Client Database: Agree to utilize SHFBOC’s client database system through Link2Feed (at no cost to the partner). Ensure client intake procedures are completed correctly and in a



timely manner. In general, client information collected must not be unnecessarily invasive, and proof of residency or income must not be asked for.

6. Appointment system: Based on pantry hours and site needs, utilize Link2Feed's appointment system and, with SHFBOC guidance, determine a shopping time limit for clients.
7. Adopt SHFBOC's behavioral and operational standards for clients, volunteers, and staff of the pantry. This "Code of Conduct" must be posted in the pantry. Template provided by SHFBOC.
8. The "Pantry Coordinator" must consult with SHFBOC to provide support and guidance based on SHFBOC best- practice pantry standards and for SHFBOC staff to ensure the integrity and responsibilities of the program model are being carried out.
9. Agree to be flexible and work with SHFBOC staff to meet the needs of your clients, within the confines of the program model.
10. Promote the pantry to low-income community members, using various outreach methods.
11. Work to ensure the distribution of all food (except spoiled food). Allow for disposal of any waste in trash receptacles.
12. Store pallets and crates until pick-up by SHFBOC during your next delivery.
13. Provide an agreed upon permanent space for the pantry, with adequate storage space for back stock of items.
14. SHFBOC must be consulted about all press releases and marketing for the pantry, and SHFBOC's Marketing & PR Director must provide approval before publication.
15. Sign this written agreement with Second Harvest Food Bank of Orange County.

Responsibilities of Second Harvest Food Bank of Orange County:

1. Accept all financial obligations related to the purchasing of materials for the construction and remodel of the pantry space.
2. Provide a selection of food items including, but not limited to: frozen, dairy, produce, meat, canned goods, bread, etc. The Pantry Coordinator and SHFBOC staff will work together to determine the order based on pantry capacity and product availability.
3. Train all pantry staff and volunteers that will be running, or assisting in running, the pantry.
4. Provide programmatic staff guidance and on-going support for the program.
5. Provide this written Program Agreement to be signed by a Site Representative and a SHFBOC Representative.

Use of Food Provided by Second Harvest Food Bank of Orange County:

1. Food will be distributed free of charge.
2. Food will not be transferred for money, property, or services.
3. Ensure the safe and proper handling of the Product, which conforms to all local, state and Federal regulations.

Conditions and Stipulations:

1. The partnering organization will allow the Member to monitor the food distribution operations site regularly.
2. Willingness to abide by the policies, procedures, and record keeping requirements of the Member.



3. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
4. Participant shall indemnify, defend and hold harmless Feeding America, its parents, members, managers,
5. partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal
6. injury or property damage occurring at Participant's Program site arising from any act, omission or negligence of Participant, its employees, agents or invitees, except that Participant shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Participant but only proportion to and to the extent such losses, claims, liabilities or damages are caused by or result from the negligent or intentional acts or omissions of Participant, its employees, agents or invitees. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on Participant until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.
7. Second Harvest Food Bank of Orange County reserves the right to limit and determine the types and quantity of food given to the site.
8. Both parties enter into this agreement voluntarily.
9. Second Harvest Food Bank of Orange County reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
10. Either party can terminate this agreement immediately with or without cause upon notification of other party. This agreement is binding from the date of signature until termination by either party. Failure to maintain terms of this agreement may result in partnership status being placed on hold or in some cases terminated.

I accept and agree to abide by all the above terms and conditions.

Print name of Site:

Signature of Site Representative:

Date:

Print name of Site Representative:

Date:

SHFBOC Representative Signature:

Date:

Print name of SHFBOC Representative:

Title: