



# Second Harvest Food Bank of Northwest Pennsylvania School Pantry Program Agreement

This document is an agreement made between Second Harvest Food Bank of Northwest Pennsylvania (hereinafter referred to as "SHFB") located at 1507 Grimm Drive, Erie PA 16501 and

Warren County School District located at 6820 Market Street | Russell, PA 16345-3406 (hereinafter referred to as "Partner"). By signing this agreement, all parties acknowledge their respective duties and responsibilities related to the administration of the School Pantry Program, with the intent to be legally bound hereby.

# I. Summary

SHFB support partners in executing the School Pantry Program. This support includes, but is not limited to, food, administrative oversight, logistics, volunteers, grant funding, training and other technical assistance.

To protect the integrity of this program, SHFB has developed terms for the School Pantry Program. Partners who wish to operate this program through SHFB, must sign this agreement and ensure that all standards are complied with.

#### II. Purpose

The mission of the School Pantry Program is to help solve hunger by providing nutritious food to children and their families in convenient, familiar, safe, and accessible locations. The site may have a permanent set up or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules and offer ongoing food assistance services.

# III. Certifications and Acknowledgments

The Partner ensures that any 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.

# IV. Partner Responsibilities

- 1. Assign a School Pantry Coordinator to be the primary contact for the School Pantry Program.
- 2. Provide necessary information about the school/site to SHFB.
- 3. Inform parents/guardians about the program.
- 4. Identify children and families who are at risk of hunger or who are showing signs of chronic hunger.





- 5. Work with families to identify food allergies the child may have (peanuts, milk, etc.). Flag their name so that those items will not be distributed to them.
- 6. Receive deliveries on the designated days/locations.
- 7. Distribute School Pantry food to program participants in accordance with the pre-determined schedule.
- 8. Implement a discreet distribution process to the students.
- 9. Distribute the food at no charge and do not withhold the food as punishment.
- 10. Provide food a minimum of once a month while the program is in operation.
- 11. Inform SHFB in writing of any changes in Partner personnel, days/hours of operation and/or number of families being served.
- 12. Store School Pantry Program food in a secure, sanitary, and temperature-controlled place away from cleaning materials and toxic chemicals. All food must be stored 6 inches off the floor and away from the wall and ceiling.
- 13. If School Pantry stores food overnight, the site must be available for an on-site monitoring visit at least once every two years from SHFB.
- 14. Communicate problems and requests to SHFB in a timely manner.
- 15. Keep accurate records and submit necessary reports to SHFB to assist in program evaluation, by the 10<sup>th</sup> day of the following month.
- 16. Partner agrees that any media, promotion, or publicity of the School Pantry Program must be approved in writing by SHFB beforehand.

## V. Second Harvest Food Bank Responsibilities

- 1. Appoint a primary contact for the School Pantry Program providing administrative oversight and leadership in program administration, safe food handling and nutrition education.
- 2. Ensure that program Partner meets national and local School Pantry Program objectives through periodic site visits at a minimum once every two years during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program Partner within seven business days.
- 3. Identify and procure staple food items and/or supplies necessary for the operation of the School Pantry.
- 4. Design and make available to the Partner's permission slips for the program.
- 5. Relay news and opportunities related to the program to participating schools/programs.
- 6. Respond to questions, concerns, and comments about the program.

# VI. Rules and Regulations

- 1. Program Partner understands that the food provided cannot be sold, used for other programs, used at fundraisers, given to staff, or used for any other purpose other than to provide food to chronically hungry families.
- 2. Certify that at least one individual, regularly involved in the handling of product provided by SHFB, will annually obtain some form of Food Safety Training such as ServSafe Food Handler developed by Feeding America and The National Restaurant Association, or an equivalent training.





#### VII. Fees

Second Harvest supports the School Pantry Program through grants and donations. The Program Partner is encouraged to notify Second Harvest of any prospective funding opportunities that may be available. Any fundraising events, initiated by the Partner, must be approved in writing by SHFB beforehand.

#### VIII. Insurance

During the Term of this agreement, the Partner, at its own expense, shall maintain and carry in full force and effect a Commercial General Liability policy including bodily injury and property damage and products, which policy will include contractual liability coverage insuring the activities of the Partner, listing SHFB as an additional insured under this Agreement.

#### IX. Hold Harmless

Each of the School and/or the Program Partner agree to indemnify and hold SHFB, and their respective officers, agents, and employees harmless from and against any and all suits and judgments for damages for personal injury, death, or damage to real or tangible personal property arising out of or in conjunction with the performance by the School and/or Program Partner of their duties and responsibilities under this agreement.

# X. Term of Agreement

The effective date of this agreement shall be fixed by SHFB after the agreement has been fully executed by the Partner and the SHFB. The agreement shall continue in effect from year-to-year until and unless terminated by either party in accordance with the terms and conditions of this agreement.

# XI. Laws and Regulations

Partner agrees that in the performance of its or their obligations under this agreement that it, or they, will ensure the safe and proper handling of food, which conforms to all local, state and federal laws and regulations. Furthermore, Partner will ensure that staff and volunteers with direct, repetitive contact with children will comply with all local, state, and federal requirements including passing a national background check and provide copies of background verification to SHFB.

## XII. Termination of Agreement

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. If the Partner shall fail to fulfill in a timely manner its obligations under this agreement, or in the event of violation of any of the terms or conditions contained herein, SHFB shall thereupon have the right to terminate this agreement by giving written notice to the Partner specifying the effective date of termination. Upon termination of this agreement, the Partner will return any equipment and/or materials provided by SHFB for the School Pantry Program to SHFB within 30 days of termination date. SFHB reserves the right to immediately terminate this agreement due to the non-availability of funds or commodities for distribution by it.





# Signatures

By signing this Agreement,  Second Harvest Food Bank of NW PA and Warren County School District  (Program Partner) agree to abide by the aforementioned roles and responsibilities for operating the School Pantry Program. All parties acknowledge their respective duties and responsibilities related to the administration of the School Pantry Program.			
		School Administrator Signature	Date
		Second Harvest Food Bank of NW PA Executive Director Signature	Date
Partner/School/Site Contact Information  Eisenhower Middle High School			
School/Site Name 3700 Route 957, Russell, PA 16345			
School/Site Address 814-757-8878			
School/Site Phone Number			
School Pantry Coordinator Information			
Eric Mineweaser			
Name School Pantry Coordinator 814-723-6900			
School Pantry Coordinator Phone Number mineweasere@wcsdpa.org			
School Pantry Coordinator Email Address			