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Second Harvest Food Bank Backpack Program Agreement Between Second Harvest Food Bank of NW PA (SHFB) and

School Name Warren Area Elementary Center

School Address 343 East Fifth Avenue

City, State, Zip Warren, PA 16365

Principal Name Jennifer Hobbs

Phone 814-723-9061

BackPack Coordinator Name Matt Menard

Phone 814-723-9061

I. Purpose

The Backpack Program meets the needs of hungry children/students by providing them with nutritious and easy-to-prepare food to take home on weekends and school vacations when other resources are not available. By signing this agreement, all parties agree and understand their respective duties and responsibilities related to the administration of the Backpack Program.

School Responsibilities - The School principal agrees to designate a **School Backpack Coordinator** (above) who will be responsible for the following:

1. Serve as the main liaison to SHFB
2. Identify students eligible to participate in the Program, implement a process to ensure confidentiality for each student, and a discreet distribution process to the students
3. Distribute communication materials about the Program to parents of students
4. Identify and document food allergies each student may have (peanuts, milk, etc.) and ensure that those items will not be distributed to them
5. Maintain a permission slip on site for each participating student
6. Keep accurate records and submit monthly reports required by SHFB by the last day of each month
7. Inform SHFB in writing of any changes in the Backpack Program personnel, days & hours of operation, and/or number of children served
8. Guarantee that food items provided by SHFB will not be sold, used for other School programs or fundraisers, given to staff or used for any other purpose other than to provide food to students participating in the Program

9. Receive BackPacks on the designated day
10. Store the food that is delivered to the school/site off the floor and in a secure place
11. Ensure that the site complies with all applicable federal, state and local statutes, ordinances and regulations
12. School agrees that any media, promotion, or publicity of the Backpack Program must be approved in writing by SHFB beforehand
13. Certify that all staff and volunteers with direct repetitive contact with students pass all Act 153 background check requirements
14. Complete annual evaluation materials and submit to SHFB
15. Be available for at least one annual site visit by SHFB
16. Certify that at least one individual regularly involved in the handling of product will annually obtain food safety training from SHFB

Second Harvest Food Bank of NW PA Responsibilities - SHFB agrees to be responsible for the following:

1. Appoint a Backpack Administrator for the Backpack Program, providing oversight and leadership in Program research, design and development, and collaborative guidance in Program implementation
2. Ensure that Program Partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the Program Partner within seven (7) business days of determination so that remedial action may be taken promptly
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program
4. Provide food to the Program Partner/School in a timely manner
5. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as Program administration and safe food handling.

II. Fees

SHFB supports the Backpack Program through grants and donations. Program Partners are needed to pledge a specified amount to help defray the cost of the Backpack Program. Program Partner agrees to notify SHFB of any prospective funding opportunities that may be available. Any fundraising events initiated by the Program Partner must be approved, in writing, by SHFB beforehand.

III. Term of Agreement

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

IV. Termination of Agreement

The School or the Program Partner may terminate this agreement by giving thirty (30 days) written notice to SHFB. If the School or the Program 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 parties specifying the effective date of termination. SHFB reserves the right to immediately terminate this agreement due to the non-availability of funds or commodities for distribution by it.

V. Laws and Regulations

The parties agree that in the performance of their obligations under this agreement, they will comply with all applicable federal, state and local laws and regulations.

VI. Assignment

Except as specifically provided herein, neither the School nor the Program Partner shall assign any of their obligations in this agreement, nor shall any rights be transferred by notation or assignment without prior written consent of SHFB.

VII. Hold Harmless

Each of the School and 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.

VIII. Integration

This agreement (along with the enclosures and exhibits) constitutes the entire agreement between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by all parties concerned.

SIGNATURES:
School Administrator Print <u>Donna Zariczny, WCSD Board President</u>
School Administrator Signature _____
Date _____

Second Harvest Food Bank of NW PA
Executive Director

Signature _____

Date