



**OUSD FOOD DONATION PROGRAM PARTNERSHIP AGREEMENT**

In partnership with Oakland Unified School District (OUSD), \_\_\_\_\_  
(a charitable organization or “Contractor”) will pick up the surplus, edible food from school cafeterias and kitchens pursuant to the terms of this Food Donation Program Partnership Agreement (“Agreement”).

The goal of the program is to reduce the environmental, financial and social costs of wasted surplus food by instead feeding community members who may not have adequate access to food, specifically for our local community.

**PARTNER INFORMATION**

Name of Organization: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please list the school names to be picking up surplus food from:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**PARTNER CHECKLIST**

*In order to participate in the program, your organization must have the following:*

- The Contractor is required to have an up-to-date, safe food handling certification.
- The Contractor is required to submit a copy of their W-9.
- The Contractor must have current liability insurance (as described in the Agreement).
- Drivers entering the school and coming into potential contact with students need to have a completed fingerprinting and criminal background investigation.
- Refrigerator(s)/freezer(s) to properly store the volume of perishable items.
- Commitment to pick-up food a minimum of 2-3 days a week and for some sites daily (except for federal and school holidays)
- The amount and types of food will depend on the site and other variables
- Exact times will vary by site, but on average, pickups occur typically at approximately 1:30 pm daily

Review this checklist and attached agreement, complete both forms, and have the agreement signed by your organization's designated person. Please note the Agreement does not become effective until it is signed by an authorized OUSD official and is approved by the OUSD Board.



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

Please email, fax or deliver the completed Checklist and Agreement to:

OUSD Nutrition Services/Department Sustainability Manager- Nancy Deming

2850 West Street, Oakland, CA 94608

[nutrition@ousd.org](mailto:nutrition@ousd.org)

You will be contacted within two (2) weeks to let you know if your program has been accepted for participation.



This Agreement, executed in duplicate, and entered into on (month, day, year) is between Oakland Unified School District (OUSD), acting by and through OUSD Nutrition Services, hereinafter referred to as OUSD Nutrition Services and \_\_\_\_\_ (Contractor), under the authority of the 2011 Richard B. Russell National School Lunch Act and the Bill Emerson Good Samaritan Food Donation Act of 1996, Public Law 104-210, California Good Samaritan Food Donation Act, AB-1219, and California State Mandate on food recovery, SB1383, for the purpose of providing surplus food and meals to non-profit, community based organizations.

### **SB1383 Edible Food Recovery Requirement**

This Agreement is sufficient to meet the conditions and requirements of Section 18991.3 of SB1383 regulations. As of January 1st, 2024, it is required for OUSD Nutrition Services to maintain a copy of this Agreement to be in compliance with the contract/written agreement from the recordkeeping requirements outlined in Section 18991.4 (2) of the regulations.

OUSD Nutrition Services will keep a list of all charitable organizations that OUSD entered into an Agreement with and keep a record of the donations to each organization.

Per SB1383, each school site is to have in place an identified food donation or recovery organization who is receiving surplus donatable food and a copy of an Agreement on hand.

To be eligible to receive food donations from the District, the charitable organization (also known as "Contractor") must sign a "Food Donation Agreement" and complete the "Partner Checklist" and forward it to the Nutrition Services Department. This will involve food donations to be picked up by the Contractor. In some cases, school site volunteers may deliver to Contractor. To further assist in the capturing of surplus food the District may use available resources where possible to collect from selected schools for a consolidated food donation picked up by a Contractor.

### **It is hereby agreed that:**

- 1) OUSD, acting through OUSD Nutrition Services, will allow Contractor to pick up pre- packaged food, prepared food, produce and milk that are deemed surplus to be served to Contractor program participants in need of food at no charge. The amount of food, time of pick-up and other program details will be determined on a site-by-site basis by both parties.
- 2) This Agreement has a term of three (3) years and must be approved by the Oakland Unified School District Board of Education. Either party may terminate this Agreement for cause upon ten (10) days prior written notice. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

Notice of termination will be provided in writing as provided in Section 10 below. During the term of the Agreement, the Parties may modify the list of schools that participate in this program. The Food Donation Program is open to any charitable organization.



- 3) OUSD Nutrition Services will provide the deemed surplus meals/snacks, produce & milk from the school kitchen and cafeteria. These preparation sites will maintain the appropriate state and local health certifications for the facility.
- 4) OUSD Nutrition Services will not be obligated to provide any meals on days when it is not open for business.
- 5) Contractor will pay for all transportation costs and for the equipment necessary to transport food. OUSD is responsible for purchasing and/or maintaining refrigeration or freezers at the school site.
- 6) Depending on school site pick up details, as a general rule, whenever vendors/contractors (including their employees/volunteers) are in the presence of students unsupervised, they are required to submit to fingerprinting for a background check pursuant to Education Code section 45125.1. While the vendor/contractor does not provide OUSD with the actual copies of the employee/volunteer fingerprint results or criminal records, they must provide a letter asserting that its employees/volunteers have passed fingerprint review by the DOJ and FBI, as well as the required TB testing.

7) Insurance:

Commercial General Liability Insurance:

Unless specifically waived by OUSD, the following insurance is required:

- If Contractor employs any person to perform work in connection with this Agreement, Contractor shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this Contract.
- Contractor does not employ anyone in the manner subject to the workers' compensation laws of California.
- Contractor shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.



- 8) As provided in the Bill Emerson Good Samaritan Food Donation Act of 1996, all parties agree that the Oakland Unified School District, OUSD Nutrition Services and Contractor liability under this Agreement is limited to instances of an injury to or death of an ultimate user or recipient of the food or grocery product that results from an act or omission from any party that constitutes gross negligence or intentional misconduct. OUSD shall have no liability in civil or criminal law arising from the nature, the age, packaging, or condition of apparently wholesome food or apparently fit grocery products donated in good faith under this Agreement. Contractor agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. Contractor also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. OUSD agrees to hold harmless, indemnify, and defend Contractor and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this agreement that do not arise from the Contractor's gross negligence or willful misconduct. This provision survives termination of this Agreement.
- 9) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of food. Both parties will follow safe food handling and storage practices as dictated by appropriate state and county requirements. All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be directed to the Director of OUSD Nutrition Services.
- 10) All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid, to the following address

**To OUSD**

Amy Glodde, Executive Director OUSD, Department of Nutrition Services

Address: 2850 West Street, Oakland, CA 94608

Office Phone: (510) 879-1700

Email: nutrition@ousd.org

To Contractor:

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- 11) This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of California without reference to choice of law rules.
- 12) This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, understandings, representations and Agreements, if any.



**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

13) If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Name and Title of OUSD Nutrition Services: Amy Glodde, Executive Director	Telephone Number: (510) 879-1700
Signature of OUSD Nutrition Services	Date:

District	Contractor by: _____
By: _____	Name: _____
Name: _____	Title: _____
Title: _____	Date: _____
Date: _____	By signing the above, I hereby certify under penalty of perjury that our organization is entitled to participate in the OUSD Food Donation program because we are a non-profit corporation under Internal Revenue Code section 501(c)(3). (If your agency qualifies under some other basis, please specify that criterion here: _____ _____

IN WITNESS WHERE OF, the parties hereto have executed this Agreement on the day first as mentioned above.

\_\_\_\_\_  
President, Board of Education Oakland Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Kyla Johnson-Tramell, Oakland Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
General Counsel, Oakland Unified School District

\_\_\_\_\_  
Date