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America's Second Harvest

Second Harvest Northern Lakes Food Bank BackPack Program Partner Agreement

The terms of the following Agreement have been agreed upon and understood by Second Harvest Northern Lakes Food Bank (Feeding America Participant, "SHNLFB") and Duluth Public Schools (Program Partner or "Licensee"). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program. The BackPack Program meets the needs of hungry children by providing them with nutritious and easy-to-prepare food to take home on weekends and school vacations when other resources are not available.

The BackPack Program Partner agrees to:

1. Identify children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients.
2. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
3. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum of once each month.
4. Not discriminate in the selection of committee members, volunteers, or in the provision of food benefits to any persons because of age, race, color, religion, gender, national origin, disability or sexual orientation and have a plan on file for meeting the requirements of Americans with Disabilities Act (ADA).
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with repetitive contact with the children pass a National Background Search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once annually.
9. Ensure that the school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
10. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include food-safe dry storage space, a location that allows food to be off of the floor and is secure.
11. Use the "First In, First Out" (FIFO) method of distribution for the BackPack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
12. Not sell, transfer, barter or offer for sale the items supplied by Second Harvest Northern Lakes Food Bank in exchange for money, property, or services, or otherwise allow the items to re-enter the commercial market. Further complies with the IRS eligibility requirements for receipt, transfer, and use of donated food under section 170(e)(3).
13. Work with Second Harvest Northern Lakes Food Bank to develop a BackPack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the BackPack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the BackPack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the BackPack Program distribution month.
17. Assist in program evaluations.

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- 18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
- 19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

The Feeding America Participant, Second Harvest Northern Lakes Food Bank, agrees to:

- 1. Appoint a primary contact 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.
- 3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
- 4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
- 5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

This Agreement may be terminated at will by either party with written notice delivered to either party not less than thirty (30) days prior to the desired date.

Upon termination of this agreement, the Program Partner will return any equipment and/or materials provided by Second Harvest Northern Lakes Food Bank for the Backpack Program to the SHNLFB within thirty (30) days of termination date.

Kris Horman 09/09/13
 Program Partner Executive Director/Principal Signature Date

 Second Harvest Northern Lakes Food Bank Executive Director Date

Questions regarding this agreement should be directed to:

Kris Horman, Program Director
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 Duluth, MN 55811
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