



Backpack Program Superintendent Agreement

The objective of The Idaho Foodbank's Backpack Program is to safely and discreetly provide nourishment to chronically hungry children by sending nutritious, shelf-stable, easy-to-prepare meals home with them over the weekends and/or other times when school meals are not available.

The terms of this agreement are understood and agreed upon by The Idaho Foodbank (IFB), a member of the Feeding America national network of food banks, and its Backpack Program Partner School (district name & number) Emmett Independent School Dist. #221.

A. Joint Responsibilities for The Idaho Foodbank (IFB) and Partner School

- 1) Follow safe and proper storage and handling of donated and purchased goods in accordance with all local, state and federal regulations for food safety.
- 2) Prohibit discrimination to any individual 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.
- 3) Provide notification in writing of any staffing or procedural changes that may affect this agreement.

B. The Idaho Foodbank (IFB) agrees to administer the program in accordance with the following guidelines; IFB will:

- 1.) Follow all state and federal laws governing 501 (c)(3) private nonprofits, provide proof of 501 (c)(3) status with a copy of an IRS tax exemption letter or organized church letter.
- 2.) Appoint a primary contact for the program and provide leadership, coordination, communication, and guidance in program implementation and administration.
- 3.) Pursue local and regional corporate and other sponsors for the program to provide food to children at no charge.
- 4.) Schedule periodic meetings with the Partner School to facilitate training, communication, and information sharing.
- 5.) Ensure that Partner School meets the Backpack Program objectives through completion of a site visit conducted at least once every two (2) years during the school's designated

hours of operation. Any concerns or issues that need to be addressed will be communicated to the school in writing within five (5) business days of the observance.

- 6.) Create a nutritious 2-day menu and procure the food items for use in the program.
- 7.) Assist with outreach materials and/or coordinating public relations events to promote the Backpack Program.
- 8.) Assemble the food packs and prepare them for distribution to schools.
- 9.) When applicable, deliver the food packs at least once per month to an agreed-upon delivery location, or coordinate pick-up arrangements with the Partner School if delivery is not possible or available.
- 10.) When applicable, deliver the food packs to the front office or other agreed-upon entrance to the school, but will not carry or unload the packs beyond that point.
- 11.) Create program evaluation surveys for students, parents, and school staff, and will distribute these surveys to each Partner School's program coordinator.
- 12.) Provide directly or make available a food safety training for program coordinators and collect verification of completion form.
- 13.) Obtain a **National Background Check Verification of Completion Form (Attachment C)** from Partner School prior to the start of the program.

C. The Partner School agrees to administer the Backpack program in accordance within the following guidelines:

- 1.) For returning Partner School(s) a completed Superintendent and School Agreement as well as the Partnership Renewal form must be submitted to IFB prior to the start of the program each school year.
- 2.) For new Partner School(s), a completed Superintendent Agreement, School Agreement, and Application Form must be submitted to IFB prior to the start of the program.
- 3.) Require staff and volunteers, who provide direct service or have access to recipient information, to sign a formal confidentiality agreement that respects recipient information.
- 4.) Designate one primary program coordinator that will be responsible for administering and coordinating the program. Duties and responsibilities include but are not limited to handling deliveries, reporting the number of children served each week, and reporting the number of packs on-hand.
- 5.) Designate one back-up contact, who will be able to appropriately manage the program duties in the absence of the coordinator.
- 6.) Ensure staff and volunteers with direct repetitive contact with the children pass a national background check and submit the verification of completion form (**Attachment C**) to IFB.
- 7.) Allow an initial site visit by IFB to ensure facility meets standards set by IFB and Feeding America as well as other regulatory agencies. Thereafter, IFB will conduct a site visit at any time, but at least once every two (2) years.
- 8.) Identify children that are chronically hungry; using the information provided in **Attachment A (Sample Indicators of Chronic Hunger)**, as well as guidance from IFB as necessary.
- 9.) Educate parents/guardians about the program and receive consent for their child to participate *prior* to sending food home with the child. Partner School may use the

template in **Attachment B (Parent Permission Form)** or another method approved by IFB.

- 10.) Agrees that a child's participation in the Backpack Program will NOT be a part of the child's official/cumulative school record. The Partner School also agrees to keep the list of participating children confidential and will not disclose to anyone outside of the school.
- 11.) Provide anonymity for the children and families receiving the weekend food packs.
- 12.) Distribute the food packs a minimum of once per week to participating children.
- 13.) Weekend food packs received from IFB will be distributed to program participants and their families at no charge. Additionally, food recipients cannot be required to volunteer or work for food, attend educational or religious classes or workshops, to pray or participate in religious services in order to receive food.
- 14.) If picking-up, the Partner School will pick up the number of food packs allotted to their school on the day and time scheduled, from the IFB warehouse that serves their location.
- 15.) If packs are delivered to the Partner School, program coordinator will ensure that staff is available at the time of delivery to assist IFB's driver. The staff will be responsible for transporting the food packs to their designated storage location in the building as well as organization, and storage of the food packs.
- 16.) Upon delivery, the designated school staff agrees to verify the accuracy and acceptability of the product received prior to signing the delivery receipt.
- 17.) Program coordinator must complete the food safety training provided by IFB and must submit the verification of completion form prior to the start of the program,
- 18.) Contact their respective IFB branch a minimum of four (4) business days in advance of a scheduled delivery to request adjustments to the delivery schedule or alter the number of food packs to be delivered.
- 19.) Distribute all of the food packs received to the extent possible. However, if a surplus should occur, the Partner School agrees to notify IFB of the reason for the excess and adjust the quantity of their subsequent delivery(ies) to alleviate future surpluses. Failure to report actual service numbers and excess of food packs could result in suspension of program partnership.
- 20.) Collect and maintain allergy information for each participating child and not distribute potentially allergenic food items to those children.
- 21.) No food pack will be altered or disassembled unless product is being removed from the food pack due to a child's food allergy or damaged product. In addition, no food pack received from IFB will be sold, offered for sale, transferred out of service area, or bartered for money.
- 22.) If partnering for fresh produce distribution with the Backpack Program, ensure fresh produce is stored, handled, and distributed in accordance with IFB food safety guidelines to participating children and their families.
- 23.) Key school staff from the Partner School will attend program meetings and trainings scheduled by IFB, either in person or via telephone if travel to IFB is not possible.
- 24.) Program coordinators are required to complete the Backpack Coordinator survey, as well as distribute and ensure as much completion as possible of the child and parent surveys and return the completed surveys to IFB by the designated date.
- 25.) Ensure that backpacks are returned to the school at the end of each school year, are cleaned, and appropriately stored for Backpack Program use the following year. Backpacks that are damaged or otherwise unusable may be disposed of at the school's discretion.

- 26.) At the end of each program year, or upon termination of this agreement for any other reason, the Partner School will return to IFB any totes/barrels/storage containers belonging to IFB and utilized by the school for the purpose administering the Backpack Program.
- 27.) Will distribute supplemental products and materials (i.e. toothpaste and toothbrush, books, health and nutrition materials) to participating children and their families when such items are provided by IFB.
- 28.) Recognizes that IFB is the sole sponsor of the Backpack Program. If Partner School receives monetary donation for the program, IFB must be notified immediately to ensure that donor intent is honored. IFB is committed to preventing commercialization of the program by prohibiting the inclusion of any materials that endorse a product or service or that falsely claim sponsorship of the program.

Either party may terminate this agreement for any reason upon giving ten (10) business days prior written notice to the other party.

This agreement may be terminated immediately if either party determines that the other is not fulfilling the terms of this agreement.

The undersigned hereby signify that they are authorized representatives of the respective agencies named below, and that by their legal signature hereby bind the respective agency to the terms, conditions, and limitations of this Program Agreement.

Dated this 4 day of September, 2015.

Wayne Rush
District Superintendent
Printed Name

Wayne Rush
District Superintendent
Signature

Karen Vauk
Idaho Foodbank President & CEO
Printed Name

Karen Vauk
Idaho Foodbank President & CEO
Signature

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