2026-2027 BackPack Buddies Program Memorandum of Understanding

School Site Name _____

BackPack Buddies Student Allocation _____

As a site participating in the Lowcountry Food Bank (LCFB) BackPack Buddies program, we agree to:

1. **Compliance Requirements:**
   - Maintain a procedure for determining that the final recipient of the program food is ill, needy, or an infant (as defined by IRS), such as using self-declarations of need or other intake process and comply with IRS Section 170(e)(3) and other requirements for use and distribution of donated product.
   - Acknowledge that LCFB and Feeding America offer no express warranties in relation to the product, release LCFB and Feeding America from any liabilities resulting from the product and hold harmless and indemnify LCFB and Feeding America from any claims or obligation.
   - Not engage in sub-distribution of food to other organizations without a signed agreement from LCFB.
   - Adhere to all program requirements as defined in the Policies and Procedures Manual.
2. **Program Management:**
   - Designate one individual on staff as the primary coordinator; identify a secondary coordinator as backup and will notify LCFB immediately if either of the designated coordinator information changes.
   - Place food orders for the program through the School Food Center ordering process, ensuring orders are submitted by required deadlines.
3. **Food Storage & Safety:**
   - Receive and accept monthly deliveries from LCFB staff at designated times; **school staff are responsible for bringing food to its storage location within the building.**
   - Store program boxes/bags away from toxic chemicals and pesticides and a minimum of six inches off the floor, and four inches away from any walls. The designated storage area must be secure and adhere to all South Carolina DHEC food and safety regulations.
   - Site coordinators are responsible for inspecting the food upon receipt. If any food is spoiled or unsafe to distribute, take photos of the food and a photo of the sticker located on the outside of the box and send all photos to LCFB School Food Center staff.
   - Participate in all mandatory program training (including food safety training) at the beginning of each program year, upon program initiation, or the occurrence of staff changes in either the primary or secondary coordinator role. If staff changes occur, required training must be completed within 60 days.
4. **Food Distribution:**
   - Ensure all children and/or families are given access to, or delivered their program food to, on school property in a discreet and comfortable environment and site does 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, or as otherwise prohibited under current USDA nondiscrimination statement.

- Program food must be distributed to children and families free of charge. No product can be sold, used for other school programs, used for fundraisers or school meetings, stored over the summer months (unless serving as a summer partner), or used for any purpose other than to provide free food to children and their families experiencing food insecurity.

5. **Reporting & Documentation:**
   - Submit monthly reports utilizing format provided by LCFB by the **5th of each month** Failure to submit reports will result in suspension of further deliveries and failure to complete order form by deadline will result in not receiving program food for the upcoming month.
   - Retain complete records of received program food and distribution to children or families in a secure location for a minimum of one year from date of receipt.
   - Provide stories, testimonials, and/or photographs in a timely manner upon request by LCFB.
6. **Site Monitoring:**
   - Agree to and allow regular site monitoring visits by LCFB, including unannounced site visits. Failure to respond will result in the suspension of future deliveries until the visit can be completed. A minimum of one site visit every two years will occur per Feeding America guidelines.
7. **Data Privacy:**
   - Take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security.

Acknowledgement:

We understand that to remain a site in good standing we must comply with all points outlined in this agreement. Failure to do so may result in suspension or termination of the program. In such cases, LCFB retains the sole right to suspend or terminate the program at our school.

We have been provided with a copy of the Policies and Procedures Manual.

_____	_____
Signature of Primary Coordinator	Signature of Secondary Coordinator
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

Delivery Contact Phone Number: _____

_____	_____
Signature of School Principal	Signature of LCFB Representative
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date