



2026-2027 School Market Program Memorandum of Understanding

School Site Name _____

As a site participating in the Lowcountry Food Bank (LCFB) School Market 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.
- Be open at least once a week, during the school year and any operational months, through a choice-based distribution model.
- 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 market through the School Food Center ordering process, ensuring orders are submitted by required deadlines.

3. Food Storage & Safety:

- Receive and accept deliveries from LCFB staff at designated times; **school staff are responsible for bringing food to its storage location within the building.**
- Store program food 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.
- Clean and maintain the refrigerator or freezer on a weekly basis. A temperature log (provided by LCFB) should be maintained to show proper food storage temperatures that will be reviewed by LCFB staff during site visits. Temperature checks must occur twice daily. 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 delivery ticket/invoice and send all photos to LCFB School Food Center staff. The refrigerator and/or freezer should be cleaned out of any food that can potentially spoil over long school breaks.

- 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 market remains open), 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.

8. Equipment:

- All supplies and equipment, including refrigerators, freezers, shelving, scale, baskets, etc., purchased by LCFB are the property of LCFB. In the event of the closure of the School Market, all supplies and equipment purchased by LCFB must be returned to LCFB in working order. Maintenance of the equipment is the responsibility of School Market site.

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