**NAME OF SCHOOL DISTRICT**

**NAME OF SCHOOL**

**SCHOOL GARDEN AND SCHOOL NUTRITION PROGRAM**

**MEMORANDUM OF UNDERSTANDING**

**Between NAME OF School District (BOMUSD) Nutrition Services Program and the NAME OF School Garden Program**

**Introduction**

This MOU establishes guidelines for providing school garden/farm grown foods for use in the school nutrition program. Ensuring the safety of the food supply is critical to a healthy student and healthy community. School and retail food facilities regulated under the California Education Code are required to obtain their food from an approved source under Federal and California Department of Education guidelines.

**Purpose**

The purpose of this agreement is to establish a memorandum of understanding between the

NAME OF SCHOOL DISTRICT nutrition program and the NAME OF SCHOOL garden program. The intention is to feature student-grown products in the school nutrition program and to provide hands-on learning experiences in food production, marketing, and food safety.

**Terms and Payment**

1. The school nutrition program will procure unprocessed school garden foods at fair market value by invoicing and tracking the produce received from the school garden in accordance with the “Produce Pricing Guidelines” chart on page 7 (Produce Pricing Guidelines subject to change). The school nutrition director will work with the SCHOOL Garden Coordinator to directly purchase and replenish garden supplies equivalent to the dollar amount of school garden foods invoiced to the DISTRICT nutrition program.

**OR**

The school nutrition program will purchase unprocessed school garden/farm grown foods at a fair market value using the micro purchase process, spreading purchases equitably among qualified sources (i.e., other local vendors).

**OR**

The school nutrition program will purchase unprocessed student-grown products at a fair market value using the small purchase method, in which student-grown produce is the lowest priced vendor among qualified vendors. Geographic preference may be used if the SFA is using a small purchase method to purchase when the school garden is one source. (Note: fair market value can be obtained using daily wholesale market reports published on the USDA Agricultural Marketing Service website.)

**OR**

The school nutrition program will develop a forward contract for purchasing select items from the school garden or school farm at a set price for the growing season using the micro-purchase or small purchase method. All produce is to be the current season’s harvest. Products will be used to enhance nutrition and agricultural education opportunities in cafeterias, classrooms, and school gardens through Farm to School efforts such as the Harvest of the Month program and Smarter Lunchrooms Movement.

1. School nutrition professionals are provided access to visit the school garden/farm site to observe conditions under which foods are produced.

**Responsibilities of the NAME OF School District Nutrition Program**

1. The school nutrition program will track and total invoices of school garden products received. In order to compensate the school garden program, the school nutrition director will work with the Garden Coordinator to replenish supplies for the garden at the equivalent cost of produce received. Unspent funds will remain “in balance” and available for future purchases.
2. The school nutrition program will promote the student-grown products to customers and parents.
3. The school nutrition program will maintain all receipts for three years as required by the federal National School Lunch Program procurement guidance
4. The school nutrition program will use proper procurement methods to obtain the school garden products.
5. The school nutrition program will follow food safety procedures and Hazard Analysis for Critical Control Points (HAACP) plans for all served foods, including school garden products.
6. The school nutrition program will provide reusable containers for transport and storage and will sanitize containers before returning.

**Responsibilities of the NAME OF School Garden Program**

1. The school garden will follow all food safety guidelines to mitigate the risk of foodborne illness. This includes ensuring all food is grown, harvested, and delivered using food safety practices. These guidelines are established in this memorandum in the “Food Safety Training Checklist” section.
2. The school garden will deliver food safety trainings to student volunteers, and maintain logs of food safety trainings for students, staff, and volunteers.
3. The school garden will provide itemized receipts for all products at the time of delivery.
4. The school garden will provide a list of garden/farm grown products, including the estimated harvest time and estimated quantity available.
5. The school garden will provide notice to the cafeteria manager prior to product delivery.

**Conditions for Use of Garden-Grown Produce in School Cafeteria**

1. **Water Quality**
   1. Water used for irrigation must be obtained from a public water system or from wells that have been shown to be free from pathogens.
   2. Gray water, or recycled water, is not an approved water source for Garden to Cafeteria gardens.
   3. Water runoff from other irrigation practices unrelated to the Garden to Cafeteria garden, or rainfall water runoff, must be prevented from coming into contact with the Garden to Cafeteria garden.
2. **Septic Systems**
   1. Gardens shall not be planted over septic systems or leach fields.
3. **Protection from Contamination**
   1. Efforts shall be maintained to exclude animals, including domestic animals, from the growing area.
   2. Gardens must be protected from contamination by an appropriate method. This may include: physical barrier, monitoring program or other effective method.
4. **Pesticides and Herbicides**
   1. Pesticides and herbicides shall not be applied on or around Garden to Cafeteria gardens.
   2. School garden coordinator must communicate with the District’s Integrated Pest Management Department to ensure awareness of edible school garden.
5. **Compost**
   1. Compost applied to culinary gardens must be fully composted, and may not contain animal fecal materials. Vermicompost may be applied to culinary gardens.
   2. Compost must be composted in an appropriate vessel or container.
   3. Non-commercial compost produced at the school site must be less than one cubic yard of food material at any one time. Waste must be generated and used on site.
6. **Sanitary Practices**
   1. Gardening and harvest equipment must be maintained in a clean condition and stored in a sanitary location. Garden to Cafeteria gardens must have equipment dedicated to, and shall be solely used in, the school garden and not used for other purposes on the property.
   2. Vegetation at the edges of gardens should be maintained to prevent harborage places for rodents and insect pests.
   3. Garden Club students will be trained in food safety, as outlined in the “Food Safety Training Checklist”.
7. **Harvesting Produce**
   1. A garden leader or school nutrition staff must be present when food is harvested.
   2. Harvested produce must be stored in clean, non-porous, food grade containers provided by food service staff.

*Unacceptable containers* include wicker baskets, cloth or burlap bags, and any containers that originally held chemicals, such as household cleaners or pesticides.

* 1. All harvested produce must be weighed at the time of delivery and indicated on harvest receipts.
  2. Produce must be delivered to kitchens, the same day it is harvested with a signed harvest receipt (Appendix 2). Signatures from Garden staff and Nutrition staff are required on harvest receipt.
  3. After produce is served in the cafeteria, quantity served is recorded in the cafeteria “Production Record.”
  4. Produce must be washed in a food preparation sink by an approved method in the cafeteria.
  5. After each use, the harvest container(s) should be washed in a 3-compartment sink or equivalent washing system before the next harvest, and stored in the cafeteria.
  6. Sprouted seeds and garden harvested fresh fruits and vegetables that have been juiced will not be served at schools as part of the Garden to Cafeteria program.

1. **Student Sanitation**
   1. Sick or potentially ill students and garden leaders exhibiting symptoms are not allowed to participate in the harvest of foods for use by the kitchen at any time.
   2. Students, staff, garden leaders, or any gardeners harvesting produce from Garden to Cafeteria gardens, must properly wash their hands before handling produce and be free of open cuts or wounds on their extremities.
   3. Staff or garden leader must ensure that students are following hand washing procedures, including liquid soap and single use paper towel.
   4. Restroom facilities with water and soap must be readily accessible to anyone working in a Garden to Cafeteria garden.
   5. Gardeners should avoid cross‐contamination of produce by ensuring equipment, gloves, and other sources of contamination do not come into contact with produce after being potentially contaminated by compost or other materials.
   6. Garden Club students will be trained in food safety, as outlined in the “Food Safety Training Checklist”.
2. **Inspection/Notification**
   1. All garden facilities, equipment, operations, and records shall be subject to inspection by BOMUSD Food Services Department staff, DEH, Agriculture Weights and Measures, and relevant government institutions at any time without prior notice.

**Food Safety Training Checklist**

The following checklist establishes food safety training guidelines for the Garden to Cafeteria program. All volunteers, garden club students, and food service staff will be trained according to this checklist prior to participating in the Garden to Cafeteria program.

1. **Hand Washing**
   1. All volunteers and visitors are required to wash hands thoroughly for at least 20 seconds before beginning garden work. Re-wash hands after: using the restroom; touching bare skin other than clean hands or arms; coughing, sneezing or using a tissue; eating, drinking or using tobacco; and/or handling trash, cleaning products or garden products and chemicals.
2. **Eating and Smoking**
   1. Avoid eating in the garden. Eating is permitted on the perimeter of the garden, or in other areas nearby. All NAME OF School District campuses are tobacco and drug free zones.
3. **Sickness**
   1. Students, teachers or volunteers with diarrhea, vomiting, yellowed skin, Norovirus, fever, sore throat, open sores, skin lesions, Hepatits A, or runny eyes, nose or mouth are to alert the garden coordinator immediately. Anyone who has experienced these symptoms within the last 24 hours is not permitted to work in the garden.
4. **Product Contamination**
   1. Students, teachers or volunteers are to notify the garden supervisor if any garden tool or product comes into contact with blood or other body fluids. The supervisor will dispose of the product that has been contaminated and disinfect affected contact surfaces.
5. **First Aid**
   1. Students, teachers and volunteers are instructed to seek prompt treatment from the school nurse or other designated agent with clean first aid supplies for cuts, abrasions and other injuries.
6. **Ground Contact**
   1. All harvested produce that comes in contact with the ground must be disposed of to eliminate the possibility of contamination. Harvest and tend to garden produce regularly to avoid ground contact.
7. **Surface Contact**
   1. Any surface that temporarily holds produce, such as tables or salad spinners, should be washed, rinsed and sanitized before and after contact with produce.
8. **Animals/Wildlife/Livestock**
   1. Measures are taken to restrict wild and/or domestic animals from entering crop production areas. Measures could include, but are not limited to: fencing, netting, trapping, physical repellents, odoriferous repellents, and human patrolling. Pets are not allowed in the garden area at any time. Any animals observed in crop production areas must be reported to the garden coordinator. Dispose of any produce that shows evidence of animal contamination or damage.
9. **Glass**
   1. Glass or brittle plastic bottles are not allowed in the harvest area under any circumstances.
10. **Outside Contaminants** 
    1. The standard operating procedure for any product contaminated by chemicals, petroleum, pesticides, or other contaminating factors is immediate disposal.
11. **Use of Harvest Containers**
    1. After each use, the harvest container(s) will be washed in a 3-compartment sink or equivalent washing system by Nutrition Service staff before the next harvest, and stored in the cafeteria.
    2. Harvest containers will not be used for carrying or storing anything other than garden produce. Bins must be inspected prior to and during harvest to ensure that any foreign objects (glass, metal, rocks or other dangerous items) are removed from the bin.
12. **Harvest Equipment**
    1. All harvest tools must be washed by garden program staff and/or volunteers with soap and water immediately before and after harvesting.
13. **Produce Identification**
    1. If garden uses produce identification for traceability (keeping track of and documenting where the produce came from and travels to), harvested produce must be labeled or identified as directed by the garden coordinator.
14. **Record Keeping**
    1. If garden uses any record keeping system, fill out appropriate forms (such as garden log, harvest log, etc.) as directed by the garden supervisor at each visit.

**IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.**

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**NAME OF School District Date**

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**Nutrition Director Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Garden Coordinator Date**

**Appendix 1**

**Produce Pricing Guidelines**

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| --- | --- | --- | --- | --- |
| **Produce Item** | **Product Description** | **Pack Size/Description** | **Approximate Delivery Periods** | **Price per Unit**  (subject to change) |
| Radishes | Use sliced or diced. Medium or large preferred. | 1lb bundle.  Rinsed, debris free. | April to June as available. | $3.99 / lb |
| Carrots | Use sliced, diced, or shredded. Medium or large preferred. | 1lb bundle.  Rinsed, debris free. | August to December as available. | $3.10 / lb |
| Peas | Use fresh. Served with shells. | 1lb box.  Rinsed, debris free. | August to June as available. | $5.60 / lb |
| Winter Squash | Use roasted, mashed, in  soups. Large sizes  preferred.  Cosmetic  issues okay | 1lb box.  Rinsed, debris free. | Monthly  delivery  October to  January as available. | $.98 / lb |
| Sweet Potato | Use baked  or mashed.  Large size  preferred.  Cosmetic  issues are  okay. | 1lb box.  Rinsed, debris free. | Monthly  delivery  October to  January as available. | $2.66 / lb |
| Kale | Use fresh or cooked.  Minor insect damage  accepted,  bronze or  slightly  yellowish  edge okay if the edges  are not  dried.  Insect free. | 1lb bunch.  Fully washed,  partly trimmed, with stem. | October to  December as available;  March and  April | $8.40 / lb |
| Spinach | Use fresh. Minor insect damage  accepted. | 1lb bunch.  Fresh, partly  trimmed, fully washed. | September to  June as  available. | $8.40 / lb |
| Arugula | Use fresh. Minor insect damage  accepted. | 1lb bunch.  Fresh, partly  trimmed, fully washed. | September to  June as  available. | $8.40 / lb |
| Roma tomato | Used sliced, diced, or cooked into sauce. Can freeze bulk deliveries for later use.  Cosmetic  issues okay but no  decay.  Medium (2 ¼”) to large 2 ½”  diameter)  preferred. | 1lb box.  Free of  debris. ¾ ripe to fully ripe. | July to October as available. | $3.46 / lb |
| Green beans | Use fresh or cooked. Untrimmed whole. | 1lb box.  Rinsed, debris free. | August to November as available. | $5.60 / lb |
| Cabbage, green and red | Use  shredded in slaw or salad.  Untrimmed whole. | 5lb case. | October to  December as available. | $ .51 / lb |
| Beets, red and golden | Use fresh or cooked in slaw or salad.  Large size  preferred.  Cosmetic  issues are  okay. | 1lb box.  Rinsed, debris free. | August to September as available. | $2.10 / lb |

**Appendix 2 - Garden Harvest Receipt**

**NAME OF School District – NAME OF School**

**Garden to Cafeteria Program**

**Date: .**

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| --- | --- |
| **Weight (ounces)** | **Food Item Description** |
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**Garden Leader Initials: .**

**Nutrition Staff Initials: .**

**Student Initials: .**

**Instructions for Garden Receipt:**

1. Garden Coordinator and or student(s) fill out the Harvest Receipt after delivering products to the school cafeteria using produce scale in NAME OF School kitchen.
   1. Weight = the number of ounces of a food item harvested.
   2. Food Item Description = type (name) of each food harvested.
2. Garden Coordinator signs the receipt indicating the information is correct. Student initials are not required.
3. Nutrition staff must initial the receipt indicating they received the garden produce as described.
4. Nutrition staff sends the Nutrition Director the Garden Harvest receipt. Nutrition Director keeps a record of produce purchased.
5. After produce is served on salad bar, Nutrition Staff copies information onto production record.