

DEPARTMENT OF AGRICULTURE & CONSUMER SVCS
BUREAU OF FOOD DISTRIBUTION
407 SOUTH CALHOUN STREET, M-39, 2ND FLOOR

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SUBJECT: Donation of Leftover Food From School Cafeterias

- A. Purpose.** This policy provides information and guidelines for donating leftover food from the school cafeteria to organizations that feed needy persons.
- B. Scope.** This policy applies to all schools participating in the School Breakfast Program (SBP) and the National School Lunch Program (NSLP)
- C. Authority.** USDA, Southeastern Regional Office (SERO) Policy Memorandum 250.13-3 date July 1, 1999.
- D. Information.** Schools may claim reimbursement for only one lunch served per child per day, and schools are expected to plan and prepare a sufficient amount of food to achieve this goal. When the food actually prepared exceeds the amount needed for the reimbursable meal service, schools may dispose of the extra food if they comply with State and local health standards. Accordingly, schools may donate leftover food to appropriate nonprofit organizations such as soup kitchens or homeless shelters provided such donations are not prohibited by the State or local laws or ordinances. The Bureau strongly encourages the local schools to consider this option whenever feasible. This is in keeping with USDA's active promotion of local gleaning and food recovery programs.
- E. Required Contract.** To safeguard against liability for transportation, storage and safe food handling problems, the donating school and any recipient agency must enter into a written contractual agreement with clearly defined responsibilities that are based on food protection guidelines, codified Good Samaritan laws, and food health and safety rules. Section 768.136, Florida Statutes provides that a good faith donor or gleaner of any canned or perishable food, apparently fit for human consumption, to a bona fide charitable or nonprofit organization for free distribution shall not be subject to criminal penalty or civil damages arising from the condition of the food, unless an injury is caused by the gross negligence, recklessness, or intentional misconduct of the donor or gleaner. Such action will reduce the risks inherent in this type of operation. Exhibit E is a sample contract, developed by the Alachua County School Food Service, between a donating school and a recipient agency.