




**MEMORANDUM**  
OPERATIONS  
FOOD & NUTRITION SERVICES

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Date: August 18, 2009  
TO: All Principals  
From: Michael Eugene, Chief Operations Officer   
Subject: Food for Students from Any Outside Source

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These guidelines are intended to ensure the safety and improve the nutrition of food on school campuses for students during the school day. At all times, all Food Safety Standards must be followed. Guidelines for food safety including temperatures, safe food handling, and storage are found in the Food Service Manager's office in each school.

All food served on school campus to students must comply with the *District Wellness Policy Document IHAM* and the school wellness goals.

**General terms:**

- All foods from any outside source equals outside food during the school day.
- School Food Service equals any food purchased through the district bid system and prepared and served by the district food service employee for any meal, snack, or catered event.
- Any outside foods brought into a district school to any student (besides the parent/guardian to the child) during the school day, by anyone, either for sale or as a give-away, must adhere to the criteria listed below.

**School Guidelines for Food from any Outside Source**

1. Foods not sealed in manufacturer container or prepared locally are not allowed. For example, homemade ice cream, brownies from a neighbor, salad purchased from a deli in Orlando, or any product that needs to be kept cold or pasteurized, or does not have ingredient labeling.
2. Contract with the manufacturer (or distributor) must contain the statement: *"agrees to indemnify and hold harmless OCPS, its officers, agents, and employees from and against all product liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions including attorneys fees for trial and on appeal for the preparation of same arising out of the manufacturer (or distributor), its officers, agents, and employees' acts, or omissions associated with this agreement."*

3. Food in sealed container with manufacturer label (from grocery store): The food shall be sealed until an OCPS employee opens it for distribution to the students.
4. Food prepared in someone's home: Parents may bring or send food with their own child provided the child does not share that food with any other students. For example, a parent may bring a snack or meal to their child, but may not share it with other students.
5. Fresh Fruits and Vegetables: Parents may only give or send fresh fruits and vegetables with their child. Any other distribution of outside food requires the food to be either sealed in manufacturer's container or be purchased and prepared by OCPS food service.

### **School Guidelines for Food or Beverage Sales**

The following guidelines must be reviewed carefully at each school site to assure compliance with any food sales in schools. Any time food is sold in schools, CFR 7, Code of Federal Regulations for Competitive Foods in Schools and Technical Assistance Note No. 04-04 for Rule 6-7.042 must be followed. Foods of minimal nutritional value explained in Appendix B to Part 210; CFR 7 will not be sold on school campus until one hour after the end of the last lunch period. These documents are located on the FNS webpage.

<https://www.ocps.net/op/food/Pages/Nutrition.aspx>

1. Written permission with principal approval must be on file at the school through the use of the form: "Agreement for Sales of Food and/or Beverages on School Campuses" (Attached).
2. No sales of food or beverages are allowed on school campus until one hour after the end of the last lunch period unless operated through the school food service program. (The school's food service program is a USDA funded program and USDA prohibits competitive food sales unless operated through the food service program.) Opportunities for student sales during meal periods are available through the district's Cooperative Sales Program. The following sales are permitted if all above guidelines are followed.
  - a) If schools choose not to use the FNS Cooperative Cart and the food is of minimal nutritional value, written permission as stated in guideline number 1 must be on file and sales take place one hour after the end of the last lunch period.
  - b) Any group, PTA, student, or other groups interested in selling food or drinks written permission as stated in guideline number 1 must be on file prior to any sales and take place one hour after the end of the last lunch period.
3. All sales of foods must comply with the *District Wellness Policy Superintendent Document IHAM* and the school's wellness goals.
4. At all times, all Food Safety Standards must be followed. Guidelines for food safety, i.e. food temperatures, food handling, etc. may be found in the Food Service Managers office in each school.

5. All contracts or agreements from Food Vendors to provide food sold or donated to students must have the following statement (indemnification language):
  - a. Contract with the manufacturer (or distributor) must contain the statement:  
*“agrees to indemnify and hold harmless OCPS, its officers, agents, and employees from and against all product liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys’ fees for trial and on appeal for the preparation of same arising out of the manufacturer (or distributor), its officers’, agents’, and employees’ acts, or omissions associated with this agreement.”*
6. All high schools or middle schools that do not participate with the district breakfast program and choose to sell breakfast items must follow the above procedures. No food sales are allowed one hour before the start of the first lunch hour.

**Agreement for Sales or Donations of Food and/or Beverages on OCPS School Campuses**

Date: \_\_\_\_\_ School: \_\_\_\_\_

Club Name: \_\_\_\_\_ Adult Sponsor: \_\_\_\_\_

Phone: \_\_\_\_\_

Describe items for sale: (Attach product description sheet if possible.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, Address, and Phone for local sales or distributor (Who is providing the food?):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**Financials:**

Describe obligation of funds for school or sponsor: (For example, sponsor must pay \$\_\_\_\_\_ for each box delivered to the school or refund the \$\_\_\_\_\_)

**Investment Cost:** \_\_\_\_\_

**Revenue Anticipated:** \_\_\_\_\_

**Timeline for Sales:** \_\_\_\_\_

**Food Item Price:** \_\_\_\_\_

If items are not sold, what is the plan to address the lack of revenue?

\_\_\_\_\_  
\_\_\_\_\_

Sponsor Signature: I agree to the guidelines for food sales on OCPS school campus and agree to uphold the food safety standards of checking temperatures, wearing gloves when handling food, work with the Food Service Department for food storage, handle leftovers appropriately and assume responsibility for funds or product collected for this agreement. Upon approval, the contract to be executed will be returned with this form and contain the indemnification language.

\_\_\_\_\_  
Signature of Sponsor

\_\_\_\_\_  
Print Name

Approval

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

Upon approval, attach a copy of the contract.