

ASSIGNMENT OF USDA DONATED FOOD

EPC/MEC COOPERATIVE DIRECT DIVERSION PROGRAM

This assignment is entered into between _____,

hereafter known as "Assignor", and the Southwestern Ohio Education Purchasing Council (EPC) and the Metropolitan Educational Council (MEC), hereafter known as "Assignee".

It is hereby agreed that:

1. Both parties must remain eligible for receipt of United States Department of Agriculture (USDA) donated commodity foods as determined by the Ohio Department of Education.
2. Entitlement and "Fair Share" of USDA donated commodity foods, based on the Average Daily Participation (ADP) of the Assignor is assigned to the Assignee.
3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Donated Commodity Foods, on behalf of the Assignor, according to policy and regulation as designated by the Ohio Department of Education, and United States Department of Agriculture.
4. The Assignee will maintain an inventory management system that will fully account for all USDA donated commodity Foods, including all raw food items in storage as well as raw and processed product held at a processor.
5. The Assignor is responsible for paying all Food Distribution Program charges for the shipping and handling, as well as other associated costs incurred for the delivery or diversion of USDA Donated Commodity Foods, on behalf of the Assignor.
6. Should a loss of USDA Donated Foods being held for the Assignor occur, due to/ but not limited to theft, spoilage, etc., the Assignee is responsible to the Ohio Department of Education and/or the U.S. Department of Agriculture for the Fair Market Value of that food item(s). The reporting of any loss of USDA donated commodity food is the responsibility of the Assignee.
7. Both the Assignee and Assignor are responsible for compliance with United States Department of Agriculture and the Ohio Department of Education policies and regulations.
8. The Fees to be paid by Assignor are:

EPC/MEC Commodity Cooperative Fee

- 1) .03 per case accepted to diverted to a processor. DJ Co-Ops will collect fee and remit to EPC/MEC.

DJ Co-Ops

- 1) .37 per case accepted or diverted to a processor.
- 2) Annual participation fee of \$200 for districts with ADP of 999 or less; \$300 for district with ADP between 1000-1499; \$400 for districts with ADP of 1500 or more.

Gordon Foodservice

- 1) \$2.15 per case for raw USDA Commodity product to all districts once a month, single stop per district.
- 2) \$2.95 per case for raw USDA Commodity product multiple deliveries per month to multiple sties per district.
- 3) \$2.00 per case for pickup by participating district at GFS facility.
- 4) \$2.40 per case delivery to participating district of fee for service processed commodity product once a month, single stop per district.
- 5) \$2.60 per case delivery to participating district of fee for service processed commodity product multiple deliveries per month, multiple sites.
- 6) Additional storage fee charges for **Brown Box** cases only:
 - a. No charge for 60 days after school district receives notification of receipt of product at GFS.
 - b. .30 per case per month after 60 day grace period, charges calculated on a per day basis at .01 per day beginning after the 60 day grace period ends.

9. This assignment will remain in force until such time as the Assignor gives notice of termination to the Assignee and Ohio Department of Education.

If either party terminates this assignment for any reason the Assignor will continue to receive their USDA Donated Food from the Assignee for the remainder of the school year in which the termination is made and for any food already ordered for the subsequent school year.

Recipient School District (Assignor)

Signature

Date

Title

Assignor's ADP

.....
Administrative Assignee - EPC/MEC Commodity Program
The Southwestern Oho Educational Purchasing Council

Ken S. Swink, Executive Director

Date