



Memorandum of Agreement Between Wake County Public Schools and Toward Zero Waste

This Memorandum of Agreement (MOA) is made and entered into as of _____, 2026, by and between: Toward Zero Waste North Carolina (TZW), a 501c3 non-profit organization duly organized and existing under the laws of North Carolina, with its principal place of business at PO Box 4413, Cary, NC 27519, and the Wake County Public School System (WCPSS), a body corporate with its principal offices at 5625 Dillard Drive, Cary, North Carolina 27518.

Background

The goal of TZW's SHARE (Stop Hunger and Restore Earth) Program is to provide safe collection and storage of recoverable leftover food from the WCPSS Child Nutrition Services (CNS) program. WCPSS and TZW both seek to limit food waste and reduce food insecurity for WCPSS students and the community. TZW's food recovery methods and initiatives comply with all federal and state food safety standards. The SHARE program encourages staff and students to participate in food recovery at all grade levels. The program works to save WCPSS prepackaged, recoverable food to be consumed by students at a later time while keeping these items from unnecessarily entering the landfill.

Purpose:

1. Reduce the amount of recoverable food thrown out as waste at schools.
2. Establish a specialized food recovery program in order to distribute the food items first to students in the schools.
3. Increase student participation by increasing awareness of hunger and respect for the environment.
4. To guide TZW and WCPSS regarding the process of safely donating leftover school food to TZW and other local food banks, in accordance with the Bill Emerson Good Samaritan Act ("Good Samaritan Act").

Responsibilities of the Parties:

1. Scope of Agreement and Joint Responsibilities
 - a. TZW will support WCPSS in performance of the SHARE Program pursuant to the terms and conditions stated in this Memorandum of Agreement through providing guidance, materials and necessary equipment to implement the program, and maintaining documentation. TZW's SHARE Program Guidelines, describing the program's overview, processes, recoverable food items, and cleanout guidelines, are attached hereto as Exhibit A.

- b. WCPSS and TZW shall inform one another of changes in designated personnel that affect the implementation of the SHARE Program.
 - c. The parties agree that the purpose and intent of collecting the recoverable food is to limit food waste and keep edible food from entering landfills. It is not the intent of the parties, nor will WCPSS be expected to collect donated food that a student otherwise intended to eat during the mealtime. WCPSS will neither ask nor encourage students to not eat their food in order to donate the food to TZW.
2. Responsibilities of TZW
- a. TZW will provide WCPSS' designated representatives with the approved list of SHARE program accepted food items, including tips to help decrease waste, if requested, and provide updates to such list to align with the most current federal and state food safety standards. The current approved list is attached to this MOU as part of Exhibit A - SHARE Recoverable and Non-Recoverable Foods, and will be updated each time TZW provides WCPSS with a new version.
 - b. TZW may choose to evaluate the SHARE program in a WCPSS pilot school upon receiving prior approval from school system staff, to ensure the program procedures are being upheld and ensure that leftover food is being utilized for the SHARE program in accordance with the requirements of the Good Samaritan Act and in accordance with this MOA.
 - c. TZW will provide WCPSS with proper signage that will guide students and the community on the rules and requirements for the SHARE program. Signage will be consistent across all Wake County Public Schools.
 - d. TZW will provide WCPSS with necessary program supplies for the storage of donated recovered food. Supplies shall include, but are not limited to: a SHARE refrigerator, thermometer and a SHARE pantry cart.
3. Responsibilities of WCPSS
- a. Discuss, plan, prepare, and operate a system for the sorting of unopened chilled and unopened non-perishable (non-refrigerated) foods and donations to TZW and other local food banks, as outlined in the SHARE program materials.
 - b. Provide space for the TZW owned program materials.
 - c. Keep the SHARE refrigerator and other program materials clean and report concerns to TZW as needed.
 - d. Share ideas and concerns, participate in program evaluation provided by TZW, and develop changes with TZW as indicated.

Insurance:

TZW agrees to maintain Commercial General Liability in the amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. TZW shall maintain all other appropriate insurance in the required statutory amount for all employees participating in the provision of services under this MOA. The Wake County Board of Education shall be named by endorsement as an additional insured on the general liability policies. Certificates of such insurance shall be furnished by TZW to WCPSS and shall contain an endorsement to provide WCPSS at least 10 days' written notice of any intent to cancel or terminate by either TZW or the insuring company.

Failure to furnish insurance certificates or maintain such insurance shall be grounds for immediate termination of this MOA.

Lunsford Act:

TZW also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. TZW shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors (“contractual personnel”) who will engage in any service on or delivery of goods to Board property or at a Board or WCPSS sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For TZW’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. TZW shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this MOA prior to the commencement of such services or the delivery of such goods. TZW shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of TZW’s execution of the MOA and prior to performing any services on Board property. In addition, TZW agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this MOA. TZW further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this MOA. TZW shall not assign any individual to deliver goods or provide services pursuant to this MOA if said individual appears on any of the listed registries. TZW agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to WCPSS upon request. TZW specifically acknowledges that WCPSS retains the right to audit these records to ensure compliance with this section at any time at the School System’s sole discretion. Failure to comply with the terms of this provision shall result in the immediate termination of the MOA.

Criminal Background Checks:

In addition, TZW shall ensure that all contractual personnel who may deliver goods or perform services under this MOA are approved through WCPSS’s criminal background check. Contractual personnel must be approved prior to rendering any services under the MOA, and TZW will follow WCPSS’s instructions to ensure that the criminal background checks are completed. WCPSS may assign an agent at its discretion to perform the criminal background checks. TZW further agrees that it has an ongoing obligation to provide WCPSS with the name of any new contractual personnel who may deliver goods or provide services under the MOA. WCPSS reserves the right to prohibit any contractual personnel of TZW from delivering goods or providing services under this MOA if WCPSS determines, in its sole discretion, that such contractual personnel may pose

a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to WCPSS's operations.

Indemnification:

TZW shall indemnify and hold harmless WCPSS and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by TZW or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purposes of N. C. Gen. Stat. § 6-21.2.

Relationship of Parties:

Nothing in this MOA shall be construed as creating a partnership or joint venture; nor shall any employee of TZW be construed as an employee, agent, or principal of the School System.

Amendments:

This MOA may be amended only by a written instrument duly executed by and between the parties.

Term and Termination:

1. The term of this Agreement shall become effective on the date of the last signature below (the "Effective Date") and end two years after the effective date.
2. Either party may terminate this Agreement at any time with prior written notice to the other party. Upon termination, TZW will have 30 days within which to remove all program materials from all WCPSS locations.
3. This MOA may be renewed or amended only upon written agreement from both parties.

Non-Exclusivity:

Each party shall have the right to enter into similar Memorandum of Agreements with other parties.

No Assignment; No Third-Party Beneficiaries:

Neither this Memorandum of Agreement, nor any of the rights or obligations of any party, may be assigned, in whole or in part, without the prior written consent of the other parties. Except as otherwise expressly provided herein, this MOA and all rights hereunder are intended for the sole benefit of the parties hereto, and do not imply or create any rights on the part of, or obligations to, any other person or entity.

Notices:

All notices shall be in writing and shall be deemed submitted if mailed or emailed to the representatives as listed below at the respective addresses:

WCPSS Address: 5625 Dillard Drive, Cary, North Carolina 27518

TZW Address: PO Box 4413, Cary, NC 27519

Governing Law:

North Carolina law will govern the interpretation and construction of this MOA.

Entire Agreement:

This MOA, and any other document(s) expressly incorporated by reference as a part of this MOA, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This MOA supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this MOA and other documents incorporated by reference herein, the terms of this MOA will control.

Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Exhibit A: SHARE Program Guidelines

Exhibit B: Sexual Offender Registry Check Certification Form

Counterparts and Execution:

This MOA may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this MOA will have the same validity and force as an "original."

Authority:

The person(s) executing this MOA on behalf of TZW have authority to do so as an official, binding act of TZW.

IN WITNESS WHEREOF, the Parties hereto have agreed and executed this Agreement.

THE WAKE COUNTY BOARD OF EDUCATION

TOWARD ZERO WASTE NORTH CAROLINA

By: _____
[SIGNATURE]

By: _____
[SIGNATURE]

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

