

Board Office Use: Legislative File Info.	
File ID Number	13-2811
Introduction Date	12-11-13
Enactment Number	13-2566
Enactment Date	12/11/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Gary Yee, Ph.D., Interim Superintendent
 Vernon Hal, Deputy Superintendent, Business & Operations
 Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date

Subject Request for Approval of Food Corps Service Site Agreement

Action Requested Approval by the Board of Education of Food Corps Service Site Agreement

Background Oakland Unified School District Nutrition Services has been working on meal program improvement for several years. One key aspect of this work has been connecting the food served in the cafeteria to the school gardens. This has been accomplished through several means including garden education, Harvest of the Month, and Oakland Fresh Produce Markets.

Discussion Food Corps Service members will work with three schools, Esperanza, Fred T. Korematsu Discovery Academy, and Garfield Elementary Schools. They will provide garden education, support Harvest of the Month programs, and produce markets at these schools. They will be co-supervised by Nutrition Services Farm to School Supervisor and Teacher on Special Assignments for Gardens.

Recommendation Approval by the Board of Education of the Food Corps Service Site Agreement

Fiscal Impact None

Attachments Food Corps Service Site Agreement.

FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the "Agreement") is entered into by and between:

COMMUNITY ALLIANCE WITH FAMILY FARMERS which is a NONPROFIT CORPORATION INCORPORATED IN THE STATE OF CALIFORNIA and LIFELAB, A PUBLIC INSTITUTION IN THE STATE OF CALIFORNIA (the "Host Site"); and

OAKLAND UNIFIED SCHOOL DISTRICT which is a PUBLIC INSTITUTION IN THE STATE OF CALIFORNIA (the "Service Site").

RECITALS

A. The FoodCorps Program (as defined below) seeks to combat childhood obesity and food insecurity by placing Service Members (as defined below) in states to help increase school children's knowledge of, engagement with and access to healthy food.

B. Host Site administers the FoodCorps Program in California (the "Host Site State").

C. Service Site desires to benefit from and help Host Site implement the FoodCorps Program in the Host Site State. Details regarding the Service Site are included in **Exhibit A**.

In consideration of the foregoing premises and the promises contained herein, the sufficiency of which is hereby acknowledged, Host Site and Service Site hereby agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and Host Site. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and Host Site. In the case of any legal dispute, this document will serve as the sole binding agreement governing the terms of the relationship between Service Site and Host Site.

2. Definitions

The definitions in **Exhibit B** are included for reference, and legally incorporated into this Agreement.

3. Service Site Responsibilities

Service Site agrees:

- To comply with (or to use commercially reasonable efforts to ensure compliance with, as applicable) the terms of all Program rules, procedures, handbooks, manuals, and guidelines within the Host Site State, including but not limited to the **FoodCorps Service Site Handbook** and the **Service Site Responsibilities** listed therein. All such Program guidelines are legally incorporated into this Agreement, and are subject to modification by FoodCorps from time to time.
- To complete the **FoodCorps Cost Share Payment Plan**, and timely pay the cost share payments for which Service Site is responsible; and
- To comply with any additional responsibilities listed in **Exhibit C**, which is legally incorporated into this Agreement.

4. Compliance with "Prohibited Activities" Rules

Service Site understands that CNCS, AmeriCorps or FoodCorps has outlined rules that prohibit the Service Site and Service Members from engaging in certain Prohibited Activities (such rules to be collectively referred to as the "Prohibited Activities"). Service Site agrees that it has received and reviewed the Prohibited Activities, which are contained in the Service Site Handbook and which are subject to modification from time to time. Service Site agrees to comply with the Prohibited Activities, and to use commercially reasonable efforts to ensure that Service Site staff and local Service Members comply with the Prohibited Activities.

5. Acknowledgements

For the avoidance of doubt, the parties acknowledge and agree as follows:

- Although Service Site may operate in multiple states, Service Site is only authorized to administer the Program in the Host Site State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the Host Site State, through Service Site or otherwise.
- FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the Host Site State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- FoodCorps' ability to operate the Program, and its ability to provide Service Members to serve in the Host Site State, is dependent on the levels at which CNCS approves FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of Service Members within the Host Site State.
- Service Sites may conduct fundraising activities to support the Service Member cost share and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Service Sites may not conduct fundraising efforts that duplicate or compete with those of FoodCorps.
- FoodCorps welcomes advice and suggestions from Service Sites in good faith; however, FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole arbiter of the Program, including its fundamental operating structure at the national, state, and local level.

- **Participation Requirements**

- a. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each participating Service Member.

- b. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each participating Service Member working with students. FoodCorps shall not permit participating Service Member to come into contact with students until CDOJ and FBI clearance is ascertained, and FoodCorps shall certify in writing to OUSD that none of its Service Members participating at OUSD who may come into contact with pupils have been convicted of a violent or a serious felony.

Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, FoodCorps shall not engage in unlawful discrimination in employment on

the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

6. Term; Termination; Effect of Termination.

6.1 Term. The effective date of this Agreement is the last date on which it is signed. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) July 31, 2014; or (b) the date on which all Service Members serving in the Host Site State complete their Terms of Service (the "Completion Date"); provided, however, that Host Site and Service Site may mutually agree on an earlier Completion Date in the event that a particular Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for "compelling circumstances," as defined in the Service Site Handbook.

6.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by July 31, 2014, this Agreement shall remain in effect until such Service Member(s) have completed their required number of service hours or have formally withdrawn or been released from the program.

6.3 Mutual Agreement. Service Site and Host Site may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.

6.4 Material Breach. Either party hereto may terminate this Agreement upon a material breach by the other of the terms of this Agreement.

6.5 Service Site Breach. If the Service Site violates the terms of this Agreement or undertakes an action or course of conduct that Host Site reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then Host Site will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from Host Site, or if Host Site reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, Host Site retains the right to immediately terminate this Agreement without liability.

6.6 Effect of Termination. The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of Host Site to Service Site.

7. Independent Contractors

The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of Host Site shall be employees of Host Site and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not Host Site. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, express or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency.

8. Confidential Information

The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (a) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (b) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

9. Compliance and Indemnification

9.1 Legal Compliance. All parties will comply with all federal, state and local laws relating to performance of the Services and your other obligations under this Agreement.

9.2 Indemnification. You will indemnify and hold the Host Site, and its directors, officers, employees, agents, and assigns, harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, claims arising from death or personal injury, attorneys' fees, and taxes and insurance contributions for which you have responsibility plus penalties and interest, which may arise directly or indirectly from (i) any breach by you of this Agreement, (ii) any other act or omission by you, (iii) any claims by suppliers, creditors or other persons in a relationship with you, or (iv) any claims relating to tax, insurance contributions, workers' compensation law or other laws applicable to you. You will have no obligation to indemnify the Host Site to the extent the liability is caused by CAFF's negligence, omission, or willful misconduct.

10. General Provisions

10.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.

enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.

10.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.3 Assignment. Neither this Agreement nor any other rights or obligations hereunder shall be assigned or delegated by either party.

10.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.


10.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

10.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

* * * * *


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.



Service Site Supervisor, Alexandra Emmott

10/21/13

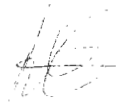
Date



Authorized Service Site Representative, Jennifer LeBarre

11/8/13


Date

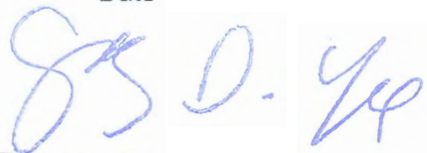

Host Site Supervisor, John Fisher

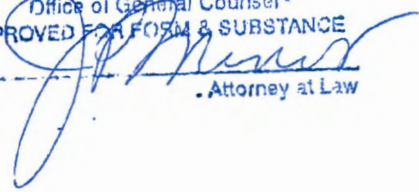
November 7, 2013
Date

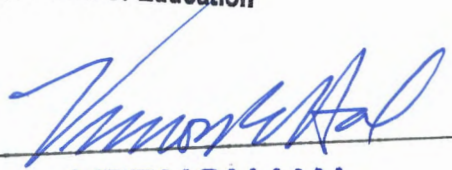

Host Site Supervisor, Diana Abellera

November 7, 2013
Date


David Kakishiba
President, Board of Education


Gary Yee, Ed.D.
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law


VERNON HAL

File ID Number: 13-2811
Introduction Date: 12/11/13
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Enactment Date: 12/11/13
By: OH

EXHIBIT A

Service Site Information

Please fill out the information below:

Name of Service Site:	Oakland Unified School District
Host Site State (in which Service Site is located):	California
Name and Title of Service Site Representative Authorized to Enter into This Agreement:	Jennifer LeBarre, Executive Director OUSD Nutrition Services
Name and Title of Service Site Supervisor:	Alexandra Emmott, Farm to School Supervisor OUSD Nutrition Services
Mailing Address:	900 High Street, Oakland, CA 94601
Telephone:	(510) 434 3334
Email:	alexandra.emmott@ousd.k12.ca.us

Host Site Information

Please fill out the information below:

Name of Host Site:	Community Alliance with Family Farmers and LifeLab
Host Site State (in which Service Site is located):	California
Name and Title of Host Site Representative Authorized to Enter into This Agreement:	Diana Abellera, RFS Director, CAFF John Fisher, Outreach Director, Life Lab
Name and Title of Service Host Supervisor:	Diana Abellera, RFS Director, CAFF John Fisher, Outreach Director, Life Lab
Mailing Address:	CAFF, 405 14th St., Suite 209, Oakland, California 94612 Life Lab, 1156 High St., Santa Cruz, CA, 95064
Telephone:	Diana Abellera (510) 832-4625 x14 John Fisher (831) 459-5395
Email:	Diana Abellera abellera@caff.org John Fisher gardendirector@lifelab.org

EXHIBIT B

Definitions

Farm to School: Farm to School programs connect schools and local farms with the objectives of serving healthy meals in school cafeterias; improving student nutrition; providing agriculture, health and nutrition education opportunities; and engaging local and regional farmers.

FoodCorps Fellow: A representative of FoodCorps assisting with the administration of the Program in a Host Site State.

Host Site Handbook: The FoodCorps Host Site Handbook ("Host Site Handbook") describes Host Site responsibilities, guidelines by which Host Site agrees to administer the Program, and includes resources on nutrition education, school gardens and Farm to School.

Host Site State: The state in which Host Site is authorized and agrees to facilitate FoodCorps programming pursuant to this Agreement.

Host Site Supervisor: Host Site staff member who will serve as the primary point of contact between Host Site, the Service Sites under Host Site's supervision, and FoodCorps, as specified in **Exhibit A ("Host Site Information")**. The Host Site Supervisor shall generally serve as the registered agent for FoodCorps in the Host Site State, and shall be responsible for promptly forwarding to FoodCorps any correspondence received in that capacity.

Program: A national public service program conducted by FoodCorps to combat childhood obesity and food insecurity, pursuant to which Service Members complete a year-long term of paid service, during which time they work to increase knowledge of, engagement with and access to healthy food among children in limited-resource communities. The Program may also be referred to in this Agreement as the "FoodCorps program", "FoodCorps Program" or the "FoodCorps public service program."

Service Site Handbook: The FoodCorps Service Site Handbook ("Service Site Handbook") describes Service Site responsibilities, guidelines by which a Service Site agrees to locally manage the Program, and includes resources on nutrition education, school gardens and Farm to School.

Service Member Manual: The FoodCorps Service Member Manual ("Service Member Manual") describes Service Member responsibilities, rules of conduct, and prohibited activities and includes resources on nutrition education, school gardens and Farm to School.

Service Member: Individuals enrolled to serve in the FoodCorps public service program pursuant to a contract with FoodCorps ("Service Member Contract").

Service Site: Service Sites are the entities within a Host Site State—schools, school districts, or grassroots nonprofit organizations focused on health, education, and/or food systems—at which Service Members perform their Term of Service. Service Sites report directly to Host Sites. In some instances, Host Sites may also be Service Sites.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for Host Site (and for FoodCorps, in any instances where FoodCorps interacts directly with the Service Site, rather than through the Host Site Supervisor). Where a Service Site is also the Host Site, the Service Site Supervisor and Host Site Supervisor may be the same person.

Term of Service: The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will be at least 1700 hours of qualifying service, expected to be completed **September 1, 2013 - July 31, 2014.**

EXHIBIT C

Additional Service Site Responsibilities

From FoodCorps Service Site Supervisor Manual

1. Responsibilities of Service Sites

FoodCorps Service Sites are expected to comply with the following guidelines. Unless otherwise specified, it will be the responsibility of the Service Site Supervisor to ensure that these expectations are met or exceeded:

I. Organizational Support:

1. Appoint one (1) staff member to act as the Service Site Supervisor. The Service Site Supervisor will be the primary point of contact between the Host Site and FoodCorps and should be chosen based on their familiarity with school garden and Farm to School programming and their expertise in managing emerging leaders.
2. Participate in the recruitment and selection of your FoodCorps service members.
3. Provide a safe and accessible workspace for your service member(s), including access to a desk, phone, computer, and any other equipment or supplies necessary for service members to complete their service successfully.
4. Pay a \$5,000 per service member cash-match to FoodCorps, due 30 days after invoicing or in accordance with the selected payment plan. If utilizing federal funds to pay the cost-share contribution, document the amount and source of those funds. All federal funds used for the purpose of paying cost-share contributions must be eligible to match to another federal grant. If using federal funds, Service Sites should check with the granting agency for eligibility information.
5. Maintain comprehensive liability coverage throughout the term of service.
6. Provide transportation or reimburse expenses for any necessary travel that service members incur during service hours, up to a maximum of \$1000 per service member per year, not including their commute to and from service.

II. Oversight, Supervision, and Training

1. Orient your service member(s) to your organization and your community, including training on workplace safety and harassment policies. Please use the Service Site Orientation Checklist to ensure you are covering all necessary components for safe and compliant service.
2. Conduct weekly check-in meetings with your service member(s).
3. Develop and provide service members with adequate direct service opportunities teaching kids about food and nutrition, building and tending school gardens, and helping source and promote local food in school cafeterias. The activities must provide a measurable benefit to school food environments that would not be otherwise achieved in the absence of a FoodCorps service member. The activities should not include any activity that does not relate directly to improving school food environments.
4. Ensure service members are not engaged in any of AmeriCorps' prohibited activities (see the Service Site Supervisor Handbook for a complete list).
5. Ensure proper and timely completion and submission of all evaluation and reporting requirements as outlined in the FoodCorps Service Site Handbook, including, but not limited to weekly service member time sheets; service member Weekly Reporting and Reflection Logs; service member Mid-Term Reviews; service member End-of-Term Reviews; Host Site, Service Site, and service member Progress Reports; Sample Group surveying and data collection; and human subject approval.

6. Approve service member weekly timesheets via the America Learns reporting system.
7. Cooperate with Host Site and FoodCorps site visits. These visits may require Service Sites to provide access to financial, human resource, and reporting records pertaining to the FoodCorps program.
8. Follow the FoodCorps procedure to document in writing and communicate immediately to the Host Site and FoodCorps any service member performance issues or other program concerns as outlined in the FoodCorps Service Site Handbook.
9. Comply with all other requirements and responsibilities as outlined in your Host Site/Service Site Agreements, the FoodCorps Service Site Handbook, and AmeriCorps regulations.
10. Communicate regularly with the Host Site Supervisor and FoodCorps Fellow in your state regarding successes and challenges.

III. Communication and Development

11. Facilitate public recognition of the benefits FoodCorps brings to the community by documenting FoodCorps service member activities through photos and videos, engaging in outreach to press and policymakers, displaying the FoodCorps logo and brand in appropriate circumstances, and crediting FoodCorps as deserved for its role in achievements.
12. The FoodCorps logo, name, and brand are the sole property of FoodCorps, Inc. and are to be used by Host Site and Service Site only in the context of FoodCorps programming and with FoodCorps permission. Logos, slogans and art materials provided by FoodCorps may not be modified without permission. Wherever appropriate, the FoodCorps logo should be accompanied with the link www.foodcorps.org.
13. Any use of the FoodCorps logo must first be approved by FoodCorps. Please email Communications Director Jerusha Klemperer, jerusha@foodcorps.org, for approval.
14. Provide or assist service members in obtaining any funding necessary to implement projects related to the FoodCorps mission (e.g., constructing school gardens, printing curriculum materials, organizing field trips to local farms). FoodCorps is not obligated to provide any funding for program implementation.
15. Notify FoodCorps prior to engaging in any fundraising that uses the FoodCorps name. Any funding relationships that include the use of the FoodCorps name or logo (including sponsorship agreements) must be approved by FoodCorps. Email Foundation Relations Manager Luke Knowles (luke@foodcorps.org), for approval.

From CAFF/Life Lab

16. Sign and submit cost share plan to FoodCorps.
17. Bear ultimate responsibility of the \$5000 cost share to FoodCorps. CAFF and Life Lab bears no responsibility for the cash match.
18. Provide funding for FoodCorps member travel to at least 2 statewide trainings.
19. Actively participate in CA Farm to School Network.