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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Dr. Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date September 24, 2025

Subject FoodCorps Site Agreement – Community Schools and Student Services Department

Ask of the Board ☐ Approve Services Agreement
☒ Ratify Services Agreement

Description of Services & Background Foodcorps will provide 7 fellows who will be placed at 10 Title 1 Elementary Schools and 2 at The Central Kitchen and Education Center (The Center). Each fellow will provide a minimum of 1700 hours of service providing food and garden education; supporting school food systems and creating healthy school environments.

Most OUSD schools do not have garden, health or nutrition educators to provide lessons and support environments for students.

Term Start Date: 08/22/2025
End Date: 07/17/2026

Not-To-Exceed Amount \$100,000.00

Funding Source(s) 9295 Share Our Strength

Competitively Bid ☐ Yes ☒ No
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$114,800, list the exception(s) that applies (requires Legal approval and may require a resolution):

District In-Kind Contributions	N/A
Specific Outcomes	Increase fruit and vegetable consumption by students; increased access to the school garden aligned with hands on learning opportunities on site and during field trips to The Center; increased knowledge of school food systems and participation in the meal program.
SPSA Alignment (required if using State or Federal Funds)	<div><input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____</div> <div><input type="checkbox"/> Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process:<ul style="list-style-type: none">• Meeting announcement for meeting in which the SPSA modification was approved.• Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.• Sign-in sheet for meeting in which the SPSA modification was approved.</div>
Attachment(s)	<ul style="list-style-type: none">• Services Agreement
Waiver Attachments (if applicable)	<div><input type="checkbox"/> Written confirmation of Commercial General Liability Insurance waiver</div> <div><input type="checkbox"/> Written confirmation of Workers' Compensation Insurance waiver.</div> <div><input type="checkbox"/> Written confirmation of Tuberculosis Screening wavier.</div> <div><input type="checkbox"/> Written confirmation of Fingerprinting/Criminal Background Investigation waiver.</div>



FoodCorps Site Agreement

This Site Agreement (the “Agreement”) is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 (“FoodCorps”) and **Oakland Unified School District** (“Site”), which is a School District in the state of **California**, Tax ID: **94-6000385**.

RECITALS

- A. FoodCorps works with schools and communities to nourish kids’ health, education, and sense of belonging so that every child, in every school, experiences the joy and power of food. FoodCorps Members serve alongside educators and school nutrition leaders for a year of national service to provide kids with nourishing meals, food education, and culturally affirming experiences with food that celebrate and nurture the whole child.
- B. Site is a School District that desires to work with FoodCorps in California (the “FoodCorps State”) by facilitating FoodCorps programming in the FoodCorps State.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement 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 Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Site and FoodCorps. In the case of any legal dispute, this document along with all exhibits and documents referenced herein will serve as the sole binding agreement governing the terms of the relationship between Site and FoodCorps.

2. Definitions

The definitions in **Exhibit A** are included for reference and are incorporated by reference into this Agreement.

3. Site Requirements. Site Requirements are outlined in **Exhibit B**, which is

incorporated by this reference into this Agreement. Site further agrees as follows:

3.1 Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:

- 3.1.1 FoodCorps Requirements, Policies and Procedures. Site must comply with FoodCorps requirements, policies, and procedures included in the FoodCorps Handbook. The FoodCorps Handbook is incorporated by reference into this Agreement. Site Supervisors will receive access to the FoodCorps Handbook during their supervisor training.
- 3.1.2 Prohibited Activities Rules. Site understands that the FoodCorps Handbook outlines the rules that prohibit the Site and FoodCorps Members from engaging in certain activities (as amended, modified or supplemented from time to time, collectively the "Prohibited Activities Rules"). The Prohibited Activities Rules may be modified from time to time by FoodCorps in writing (including by email). The Prohibited Activities Rules are incorporated by reference into this Agreement. Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities Rules.
- 3.1.3 Nondisplacement in Hiring. In conjunction with the Site Requirements, Site agrees that it will not displace an employee, position, or volunteer, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Site's participation in the FoodCorps Program or Site's utilization of any FoodCorps Member.

3.2 Site Fee. Site agrees to comply with the following regarding the Site Fee:

- 3.2.1 Site will pay FoodCorps a fee for the Program (the "Site Fee") in an amount equal to \$96,000, as well as up to \$4,000 of mileage reimbursement for a total of \$100,000.

In accordance with the terms outlined in **Exhibit B**, the cost per FoodCorps Member ("Fellow") is \$13,000. The Site will host **seven (7) Fellows**, which amounts to a total of \$91,000. In addition to the cost for the Fellows, there is a one-time \$5,000 site fee.

- 3.2.2 Unless otherwise agreed to in a writing signed or confirmed by both parties, Site must pay FoodCorps the Site Fee within 30 days of receipt of the invoice. FoodCorps will send Site its invoice in November.
- 3.2.3 No part of the Site Fee may be raised by or through the efforts of a FoodCorps Member.
- 3.2.4 If this Agreement is terminated prior to the End Date in accordance with Section 5, a portion of the Site Fee may be refunded according to the policy outlined in the FoodCorps Handbook.

3.3 Program Obligations.

- 3.3.1 Site must comply with the program evaluation requirements set forth

in Exhibit C. By entering into this Agreement, Site authorizes FoodCorps and the FoodCorps Members to conduct the surveys outlined in Exhibit C. Site must notify FoodCorps of any review or parental consent requirements.

3.3.2 Site must comply with the obligations set forth in Exhibit D.

3.3.3 Site is responsible for providing this Agreement, including all exhibits , and the FoodCorps Handbook to all staff who need to know and understand the contents of this Agreement.

3.4 Additional Site Obligations. Site further agrees as follows:

3.4.1 Site is responsible for supervision and support of FoodCorps Member(s) assigned to Site.

3.4.2 It is the responsibility of Site to ensure that emails sent by FoodCorps whether sent directly by employees and agents or through Salesforce are designated as approved senders and that Site supervisors receive such emails. In addition, it is the responsibility of Site to ensure that FoodCorps Members have access to google.com, paylocity.com, concur.com, toolshed.foodcorps.org, and foodcorps.my.site.com and others as requested by FoodCorps from computers at the Site as access is required in connection with their service.

3.4.3 Site shall not make any offer or promise relating to an existing or potential FoodCorps Member's compensation or benefits.

3.4.4 Site shall not employ, recommend for employment, or otherwise facilitate the employment of FoodCorps Members for any commitment that would interfere with their full-time commitment, or prior to 60 days from the end of the Term, as defined in their respective FoodCorps Member contracts and in the FoodCorps Handbook.

3.4.5 Site must provide or ensure, as applicable, a safe and accessible work space for FoodCorps Members including consistent access to a computer, phone, printing and general office supplies, and storage space for program materials. This requirement also includes making every reasonable effort to ensure that the health and safety of FoodCorps Members are protected during the performance of their assigned duties. Site may not assign or require FoodCorps Members to perform duties that would jeopardize their safety or cause them to sustain injuries.

3.4.6 Site agrees to complete the Site Planning Process (as defined in Exhibit A) in collaboration with FoodCorps to document their long term goals, their annual plan for programming, and the progress monitoring tool prior to the Start Date.

3.4.7 Site will ensure that FoodCorps Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that

may be applicable to the FoodCorps Member in that environment. Please refer to the Site, School, and Food and Nutrition Services Orientation Checklists in the FoodCorps Handbook. Site will also review the Site Plan (as defined in Exhibit A) with the FoodCorps Member within the first quarter of the Term.

- 3.4.8 Site is responsible for and must properly supervise, control, and safeguard its premises, processes, or systems. To that end, Site agrees that it will not permit FoodCorps Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.
- 3.4.9 Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of the FoodCorps Members, including but not limited to:
 - i. Any unusual incident, occurrence or event that involves the Site staff, volunteers or officers, or the FoodCorps Member, including but not limited to, the death or serious injury of any Site staff or FoodCorps Member; the arrest of any Site staff or FoodCorps Member; possible criminal activity on the part of any Site staff or FoodCorps Member; destruction of property by any Site staff or FoodCorps Member; significant damage to the physical facilities of the Site; or other matters of a similarly serious nature; and
 - ii. Any circumstance in which the FoodCorps Member will not report to their school or site for more than five regularly scheduled service days. These circumstances could include illness, injury, or requests for time off or teleservice.
 - iii. Site personnel changes that result in a new staff member being appointed as Site supervisor.

4. Mutual Understandings. For the avoidance of doubt, the parties acknowledge and agree as follows:

- 4.1 Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize 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 FoodCorps State, through Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Site's administration of the Program within the FoodCorps State confers no rights onto Site with respect to the Program or FoodCorps's intellectual property other than those expressly granted in this Agreement.

- 4.3 FoodCorps's ability to operate the Program, and its ability to provide FoodCorps Members to serve in the FoodCorps State, is dependent on FoodCorps's receipt of funding from multiple sources. Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps's control, and that such funding may affect the number or placement of FoodCorps Members within the FoodCorps State. Site understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of FoodCorps Members regardless of targets or (b) replacement of FoodCorps Members who are suspended or terminated or who resign.
- 4.4 Site may conduct fundraising activities to support the Site Fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc.). Prior to commencing any fundraising activities related to the Site Fee in which Site intends to raise \$1,000 or more, Site must notify FoodCorps in advance of launching such fundraising activities.
- 4.5 FoodCorps welcomes advice and suggestions from Site, but FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole owner of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

- 5.1 Term. The effective date of this Agreement is the last date on which it is signed by all parties. 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 the End Date (as defined in Exhibit A); or (b) the date on which all FoodCorps Members serving in the FoodCorps State complete their Terms (the "Completion Date"); provided, however, that if FoodCorps may terminate this Agreement if a FoodCorps Member exits prior to the Completion Date in accordance with Section 5.2.
- 5.2 Termination Due to Exit. In the event any one or more FoodCorps Members exit prior to the End Date and FoodCorps is unable to replace such FoodCorps Member(s), FoodCorps may terminate this Agreement upon written notice to Site, which notice will detail the termination date.
- 5.3 AmeriCorps Funding. If governmental funding through the AmeriCorps grant program is restored or otherwise made available on or before July 1, 2025, FoodCorps may terminate this Agreement by providing written notice to Site. Upon such termination, the parties shall enter into a new agreement within 30 days, which shall be substantially similar in form and substance to the form of site agreement for the 2024-2025 fiscal year, subject to modifications required by applicable funding terms or current circumstances. Termination under this provision shall be effective as of the date specified in the written notice from FoodCorps.
- 5.4 Mutual Agreement. Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a

writing signed by both parties.

- 5.5 Material Breach. Either party may terminate this Agreement for cause with immediate effect if the other party does not fulfill an obligation under this Agreement or if the other party violates any term or condition of this Agreement and such failure or violation is not cured, if curable, within 30 days after delivery of written notice of such failure or violation.
- 5.6 Site Breach. If Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a “violation”), then FoodCorps will put Site on notice of such violation and Site agrees to work diligently to reconcile the violation. Should Site fail to cure the violation within seven days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.7 Effect of Termination. Upon expiration or earlier termination of this Agreement, Site’s rights under this Agreement to use the Program will terminate and the parties will be relieved of their respective further obligations under this Agreement except the rights and obligations under this Agreement that expressly survive termination or expiration. In cases where a FoodCorps Member leaves before the End Date, FoodCorps will reimburse Site a pro rata portion of the Site Fee at a rate based on the date of exit and the amount of hours reported (outlined in detail in the FoodCorps Handbook) as long as neither negligence on the part of Site or violations by Site of its obligations under this Agreement are the reasons for the exit by FoodCorps Member.
- 5.8 The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of 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 FoodCorps to Site.

6. Recordkeeping and Reporting

- 6.1 Site will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, Program fees, and FoodCorps Members (“Records”). Site will retain all Records for a period of not less than seven years following the termination or expiration of this Agreement or as otherwise required by applicable law and regulations. Site will make available all Records to FoodCorps for review, inspection, or audit upon written request during the term of this Agreement and for seven years after the expiration or termination of this Agreement.
- 6.2 Site will respond to and submit required programmatic reports to FoodCorps within the time frames specified by FoodCorps.

7. Independent Contractors

- 7.1 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 FoodCorps shall be employees of FoodCorps and not of Site; and all employees of Site are and shall be employees of Site and not FoodCorps. 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 the right or authority to assume or undertake any obligation of any kind, expressed 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. Background Checks and TB Testing

- 8.1 FoodCorps provides background checks for all FoodCorps Members that include: a check of the National Sex Offender Public Website; and criminal history checks through True Screen for both the state of service and state of application in accordance with the Department of Justice.. All background check channelers are designated by FoodCorps and require clearance prior to the start of the Term.

FoodCorps will ensure all FoodCorps Members complete Tuberculosis testing in accordance with health and safety regulations. FoodCorps agrees to confirm completion of both background checks and TB testing and will provide documentation of such upon request by Site.

9. Confidential Information

- 9.1 "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 9.2) considers confidential or proprietary. "Confidential Information" includes all information received by Site from FoodCorps related to this Agreement or the Program. "Confidential Information" does not include information that the Receiving Party (as defined in Section 9.2) can demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives (as defined in Section 14(b)); (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the

Disclosing Party's Confidential Information.

- 9.2 In connection with this Agreement, each party (for purposes of this Section 9, the "Disclosing Party") may disclose or make available its Confidential Information to the other party to the extent permitted by law (for purposes of this Section 9, the "Receiving Party"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will:
- i. not use or permit to be used the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement.
 - ii. protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
 - iii. not disclose the Disclosing Party's Confidential Information except to its directors, officers, employees, consultants, or legal advisors ("Representatives") who: (a) have a need to know for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9; and (c) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.
 - iv. be responsible for ensuring its employees', consultants', and legal advisers' compliance with, and be liable for any breach by such individuals of this Section 9.
- 9.3 At the Disclosing Party's request, the Receiving Party shall return or destroy, as requested, the physical materials containing or relating to the Disclosing Party's Confidential Information, without retaining any copies. In the event of default under this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies, including (without limitation) damages.
- 9.4 Each party's confidentiality obligations under this Section shall survive the expiration or termination of this Agreement for so long as such information received by the Receiving Party remains "Confidential Information."

10. Insurance; Limitation on Liability; Indemnification

- 10.1 Select *ONE* of the options for the 10.1 section of this Agreement.

Option A: Check to select ☐

Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Site's

operations and activities, including oversight of the FoodCorps Program. Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all FoodCorps Members serving at the Site.

Option B: Check to select ☐

Site warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Site's operations and activities, including oversight of the FoodCorps Program.

- 10.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.
- 10.3 To the extent permitted by any applicable statutes, Site agrees to indemnify, defend and hold harmless FoodCorps and its officers, directors, employees, and members from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Site in this Agreement. Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

11. General Provisions

- 11.1 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.
- 11.2 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.
- 11.3 Assignment. Neither this Agreement nor any other rights or obligations of a party under this Agreement may be assigned or delegated by either party.
- 11.4 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.

- 11.5 Warranties. 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.
- 11.6 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.
- 11.7 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, whose 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.

SITE:
Oakland Unified School District

Signature  _____
Signed by: Sondra Aguilera
D072CB0005A0400

Print Name Sondra Aguilera

Title Chief Academic Officer

Date 9/18/2025

FOODCORPS:
FoodCorps, Inc.

Signature  _____

Print Name Brendon Bassett

Title Director of Program Impact

Date 9/17/2025

Approved as to form by:


Roxanne De La Rocha
OUSD Staff Counsel

09/17/2025
Date

EXHIBIT A

Definitions

FoodCorps Handbook: A comprehensive document that describes the responsibilities of FoodCorps Member(s), Site (OUSD), and FoodCorps (VENDOR) within the Program.

FoodCorps State: California, the state in which Site is authorized and agrees to facilitate the Program pursuant to this Agreement.

Non Duplication of Services: FoodCorps programming is in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school or Site and FoodCorps Member will not displace teachers, staff, or volunteers.

Program: A national program conducted by FoodCorps in collaboration with schools and communities to nourish kids' health, education, and sense of belonging so that every child, in every school, experiences the joy and power of food. FoodCorps Members complete a year-long term, during which they provide kids with nourishing meals, food education, and culturally affirming experiences with food that celebrate and nurture the whole child. The Program may also be referred to in this Agreement as the "FoodCorps Program".

FoodCorps Member: Each Food Educator or School Nutrition Specialist who works with Site to provide the FoodCorps Program.

Site: Site is the entity entering into this Agreement. Site is located within the FoodCorps State and is a school, school district, or community-based nonprofit organization focused on health, education, and/or food systems. FoodCorps Members perform their Term at Site's or its programming partner's specified locations.

Site Planning Process: The Site Planning Process is collaborative between Site and FoodCorps' Impact and Partnership Lead. The Site Plan consists of 1) Multi-Year Goals and 2) Annual Planning. Multi-Year Goals support the development of longer term district goal/s and creates a roadmap for how to reach them through yearly objectives. Annual Planning supports planning out the next year of the Program.

Site Supervisor: 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 Site contact for FoodCorps.

Term: The period of time during which a FoodCorps Member serves in the FoodCorps Program with Site. The Term is expected to start on or about August 11, 2025 (the "Start Date") and end on or about July 17, 2026 (the "End Date").

EXHIBIT B

Site Requirements

Outlined below are the key investments, program management responsibilities, and commitments that FoodCorps requires of all sites. Please note that this list is not comprehensive, but reflects the highest priority requirements. All sites are also expected to read and comply with the **FoodCorps Handbook** and the **Site Agreement**.

All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at gatherings.

Site Requirements

FoodCorps and others invest over \$75,000 per FoodCorps Member to place and support well-trained, emerging leaders in schools across the country. In return, FoodCorps requires the following investments from each site:

- ✓ Pay an annual site fee of \$5,000 plus \$15,000 per FoodCorps Member to FoodCorps.¹ OUSD will be hosting seven (7) FoodCorps Members (“Fellows”) for the 2025-2026 School Year. The cost per Fellow will therefore be reduced to \$13,000 for a total of \$91,000. The total amount of the site fee and the cost for the 7 Fellows amounts to \$96,000.
- ✓ Reimburse mileage expenses up to \$4,000 for any necessary travel that FoodCorps Members incur during program hours, not including their commute between home and site location(s).
- ✓ Provide FoodCorps Members with a safe workplace that includes a dedicated work space and consistent access to a computer, internet, phone, printing and general office supplies.
- ✓ Provide or assist FoodCorps Members in obtaining any supplies necessary to implement projects related to their FoodCorps Program activities.

¹ Sites that host three or more FoodCorps Members are eligible for a multi-member discount of \$2,000/per FoodCorps Member

Site Supervisor Responsibilities

Sites must appoint one staff member to act as the site supervisor and the primary point of contact with FoodCorps. The site supervisor must be identified prior to the start of the program year, and they will be required to fulfill the following responsibilities:

- ✓ Collaborate with FoodCorps and districts to build a plan with multi-year goals to build sustainable programming and impact.
- ✓ For sites hosting Food Educators, identify a school advisor who will provide daily support for FoodCorps Members through:
 - Assisting with class scheduling
 - Providing feedback on lesson adaptation and delivery
 - Connecting them to essential resources and staff members in the school
- ✓ Actively participate in local FoodCorps Member recruitment and selection.
- ✓ Attend any required FoodCorps trainings, including an orientation for new supervisors and asynchronous webinars related to member support and recruitment.
- ✓ All FoodCorps Members to attend all required FoodCorps trainings:
 - 12 total hours of virtual onboarding sessions scheduled during the first week
 - 24 total hours of ongoing virtual learning communities throughout the year
 - 12 total days of in-person training, through three events throughout the year
- ✓ Complete a formal mid-term and end-of-term review for each FoodCorps member.
- ✓ Conduct weekly check-ins with each FoodCorps Member to provide ongoing support.
- ✓ Approve weekly timesheets.
- ✓ Adhere to all applicable rules and regulations.

District Requirements

If the site is not a school district, then the site is responsible for selecting and building strong collaborations with local school districts based on the following requirements:

- ✓ Districts must include schools where at least 50% of the student population is eligible for free or reduced price lunch or an equivalent measure.
- ✓ Multiple stakeholders in partnering districts must participate in developing a strategic, multi-year plan and must agree to meet with FoodCorps staff as requested throughout the year.
- ✓ Districts and schools must post provided FoodCorps signage in 1-2 visible locations (lobby, office, cafeteria, etc.).

Programmatic Support

Site Supervisors and district/school staff must collaborate with FoodCorps to develop an annual action plan for each FoodCorps Member.

- ✓ Programming must be structured so that each FoodCorps Member can successfully meet at least one of the following requirements:
 - Food Educators will teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden to a minimum of 80 students in grades K-5 for 10+ instructional hours. Corps Members are required to use FoodCorps Lessons to meet this teaching requirement unless required to use alternative food education curriculum by their site or schools. FoodCorps staff must have the opportunity to review that curriculum prior to the start of the school year.
 - School Nutrition Specialists will actively contribute to initiatives and projects *that lead to changes to the district or school menu in alignment with site and district goals.*
- ✓ All sites must participate in and support FoodCorps Members participation in data collection, reporting, and other program evaluation efforts.
 - All FoodCorps Members: regular Reporting and Reflection Logs; Experience surveys for FoodCorps Members, school staff, and site supervisors
 - Additional for Food Educators: Vegetable Preference Survey; Student Impact Survey

Overview of Timeline

December	FoodCorps Member Application launches
March-May	FoodCorps Member Selection

Summer	Site Supervisors attend required FoodCorps training (dates vary)
August 11, 2025	First day of 2025-2026 Program Year
July 17, 2026	Last day of 2025-2026 Program Year

EXHIBIT C

PY26 FoodCorps Evaluation Requirements

The purpose of this document is to clearly state FoodCorps' data collection and program evaluation requirements and to confirm the approval of the Site to conduct this program evaluation during the PY26 school year.

Requirements

FoodCorps Student Survey Administration (Food Educators Only)

Each FoodCorps Food Educator will administer the FoodCorps Student Survey to two randomly selected groups of students they teach that meet the following criteria: the member intends to teach the class repeatedly, either weekly or biweekly; the group has stable attendance; the students are in 3rd grade or higher; and the group consists of 15 students or more. The class must have access to laptops, tablets, or computers and wifi so that they can fill out the survey online, using a secure link from FoodCorps' password protected survey platform. Your FoodCorps member will need about 25 minutes in that class to pass out the laptops or tablets and walk students through the survey questions.

The survey contains instructions for administering the survey, first name, last initial, grade level, and questions that measure different aspects of community, food related agency, fruit/vegetable preference, and fruit/vegetable consumption. Research has shown that each of these variables are important indicators of both childhood and adult health and well-being. Students will be asked to read each statement and then select an answer using a visual 5-point scale. The survey will be administered two times by the FoodCorps Food Educator; once in the beginning

of the year and once again toward the end of the school year. A copy of the survey can be provided upon request in the Fall of 2025.

Student participation in the survey is completely voluntary and students may decide to stop at any time. The participating students will be informed that the purpose of the surveys is for program evaluation. The FoodCorps Member will ask for oral assent from the students in the group prior to any evaluation activities. Students record their first name and last initial on each survey; this identifiable information is only used by internal FoodCorps evaluation staff to match the pre and post surveys. Responses are then de-identified and stored securely. All results are shared anonymously. FoodCorps Members are instructed to offer alternative naming options if the school prefers a different approach. Survey responses gathered through this evaluation project will be used in aggregate in FoodCorps reports, both within your state, region, and nationally, but names or any information that might identify participating students will not be shared.

Aggregated results by site, state, region and/or nationally can be made available to your school or program with at least a 2 week notice period. Parents or guardians of children who provide FoodCorps with data may request their child's individual responses at any time. Data will never be sold or used for any purpose other than the evaluation and improvement of the Program. If a student's survey responses look concerning and indicate that they might need support, FoodCorps staff will reach out to the student's caregivers, teacher, or school principal and share the student's concerning responses.

Recording Program Activities within the Salesforce Community Platform

All program activities are reported within FoodCorps' password protected online Salesforce Community Platform. Program activities that FoodCorps Members are required to record include:

Classes & Lessons taught (Food Education Members Only)

Each FoodCorps Food Education Member is expected to log the classes and lessons they teach in the Salesforce Community Platform. FoodCorps does not collect any identifiable student information in our class and lesson logs. When a Corps member starts teaching a new class they should create a class record in the Salesforce Community Platform, providing the teacher's name, grade level and number of students in the class. Then each time they teach a lesson, or on a weekly basis, they should record each lesson taught to those classes, providing the date the lesson was taught, time spent teaching, and the number of opportunities for tasting food within the lesson. Data are then aggregated and used to measure the dosage of food education lessons students receive. Information about sites, school names, district names, or other identifiable information are kept confidential in our password protected Salesforce platform. Aggregated results for your site can be made available to your school or program with at least a 2 week notice period.

Family and Community Engagement Events

FoodCorps Members are also expected to record all family and community engagement events they participate in within the Salesforce Community Platform. FoodCorps Members are asked to share the date of the event, start and end time of the event, purpose of the event and number of attendees. These events can be recorded at any time. Any email addresses that are collected by participating families are entered and stored in a different location in Salesforce. We do not share email addresses that we collect via family and community engagement events.

Reporting and Reflection Logs (R&R logs)

FoodCorps Food Educators are expected to complete weekly R&R logs, and School Nutrition Specialists are expected to complete monthly R&R logs in the Salesforce Community Platform. FoodCorps collects information about program activities and narrative descriptions of impact in these weekly logs. Only FoodCorps Members, FoodCorps staff and site supervisors have access to the contents of weekly R&R logs. Activity data are aggregated to determine the overall dosage of FoodCorps programming by Site, school, state, and region. Aggregated results can be made available to your school or program with at least a 2 week notice period.

Training Evaluation Surveys

FoodCorps Members participate in FoodCorps led training throughout the Program Year and are asked to complete post-training evaluation surveys. The surveys contain questions about their experience, the knowledge and skills they gained, and feedback on the delivery of the training. Completion of these evaluation surveys will take no more than 20 minutes after each training session. FoodCorps uses the evaluation data to improve training delivery and to evaluate the knowledge and skills gained throughout the program year. All data is collected via FoodCorps' secure survey platform or in FoodCorps' password protected online Salesforce Platform. To maintain the confidentiality and psychological safety of our FoodCorps Members, we do not share individual or aggregated training evaluation survey results with stakeholders. This practice upholds our commitment to ethical data handling and fosters a trusting environment where FoodCorps Members can openly express their opinions without fear of repercussion. Training attendance data for FoodCorps Members working with Site can be made available to Site.

Experience Survey Completion

FoodCorps values the opinions and feedback of the FoodCorps Members and community partners. To collect this feedback, we administer a series of feedback surveys with different audiences each year. Each Spring, we administer a School Staff Experience Survey to school staff, a Nutrition Staff Experience Survey to school and district nutrition staff, a FoodCorps Member Experience Survey, and a Site Supervisor Experience Survey. FoodCorps Members are expected to support the distribution of these feedback surveys by providing the names and emails of School and Nutrition staff who are familiar with the FoodCorps programming at their site. All data are collected via FoodCorps' secure Qualtrics survey platform and results are only shared out in aggregate to protect the identity of all respondents.

Site Requirement Timeline

Requirement	Fall 2025	Spring 2026
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Support each FoodCorps Member with administering the online FoodCorps Student Survey to 1-2 classes per school	X (pre-survey)	X (post-survey)
Encourage school and nutrition staff to complete the FoodCorps Experience Survey. (If needed) Support the FoodCorps Members with identifying the best staff to complete these surveys.		X
Complete the Site Supervisor Experience Survey questions embedded in the End of Term Review		X
Support FoodCorps Members with logging all program activities including the classes and lessons they teach, family engagement events, and reporting and reflection logs	<i>throughout the school year</i>	

Additional FoodCorps Evaluation work

In addition, to further explore the impact of the FoodCorps Program, FoodCorps is interested in exploring the following with select sites in PY26:

- Collecting and analyzing school level meal participation data
- Pilot testing a new food literacy assessment with a small sample of students

The FoodCorps Evaluation Team will work with the Site's State Manager to request participation in the pilot evaluations described above.

EXHIBIT D

Program Obligations: Food Education

Site: Oakland Unified School District

Site Supervisor Name and Position: Sarah Pipping - Education Coordinator at The Center

Site Supervisor Email: sarah.pipping@ousd.org

Site Supervisor Phone: 414-550-7735

List for Each Location:

School Name Global Family Elementary School

School Principal or Administrator Name, Role: Juan Vaca, Principal

School Principal or Administrator Email: juan.vaca@ousd.org

School Principal or Administrator Phone: (310)988-9129

See Appendix A to list additional schools

This document outlines mutual expectations to ensure an impactful program. Site is responsible for ensuring that the principal and all other staff at each Location/School ("School") where a FoodCorps Member will work receives a copy of this, including this Exhibit D.

FoodCorps Program

FoodCorps will place a full/part time Food Educator at the School with the expectation that they report for 5 days per week to deliver FoodCorps programming. FoodCorps Orientation will start August 11, 2025. Programming at the School will start on August 21, 2025 (no earlier than August 21, 2025) and run through July 17, 2026 (no later than July 17, 2026).

Required - Prior to the start of programming, the School will complete and approve the FoodCorps Member Action Plan in collaboration with the Site Supervisor (Sarah Pipping) and outline their goals and a plan for the delivery of programming related to the Multi-Year Partnership goals.

Required - Each School must provide a minimum of 30 minutes for the FoodCorps Member to provide an "Introduction to FoodCorps" presentation for all school staff within the first month of the school year. Wherever possible, food services and school maintenance or custodial staff should be included in the training.

Required - Each FoodCorps Member must have a regular schedule that includes ongoing access to instructional time with consistent groups of students in grades K-5.

- At a minimum, FoodCorps Member(s) must teach or co-teach the same classes totaling at least 80 students for a minimum of 10 hours over the course of the school year.
- FoodCorps Member(s) should spend the first several weeks observing skilled teachers to learn about the instructional approaches and goals of the School.
- FoodCorps lessons will begin by the end of September *at the latest*.

- The teaching schedule must include a minimum of teaching blocks totaling a minimum of 6 hours per week.
- The presence and engagement of a credentialed adult, preferably the classroom teacher, is required while FoodCorps Members deliver hands-on lessons.
- FoodCorps hands-on learning classes should be incorporated into the school's educational program, not an earned opportunity. FoodCorps takes a responsive approach to student behavior and asks that students be allowed to participate in FoodCorps programming regardless of any behavioral issues that happened during other parts of the school day.

FoodCorps sees mealtimes in the cafeteria as learning opportunities to develop lifelong eating habits and positive social skills.

- FoodCorps Members will be introduced to the cafeteria staff within the first month and will be provided access to the necessary facilities.
- FoodCorps Members' schedules should include regular cafeteria activities, which may include leading taste tests, supporting cafeteria staff in recipe creation and promotions, serving as a role model and positive presence in creating a safe and nourishing cafeteria community.

FoodCorps Members will be engaged community members to help connect FoodCorps programming throughout the school building and beyond the school day.

- Schools will invite FoodCorps Members to organize, lead, or participate in already scheduled school events to connect the school community to nourishing food (e.g. Family Cooking Nights, Open House, Back to School Night).
- Schools will invite FoodCorps Members to support, organize, or lead family engagement opportunities (e.g., family newsletters, family cooking nights, etc.).
- Schools will include FoodCorps Member(s) in the school wellness and/or garden committee(s) if such teams exist.

FoodCorps Members may not serve as substitute teachers and cannot perform activities that someone would otherwise be paid by the Site to do.

Supervision

The Site Supervisor is responsible for onsite supervision and support of the FoodCorps Member. The School agrees to contact the Site Supervisor and FoodCorps Student Impact Lead immediately regarding any issues or questions that may arise.

The School identifies the following school-based staff member to serve as a School Advisor who will act as the primary point of contact and support for the FoodCorps Member(s) at the School:

Name: Eva Beleche

Roles: Teacher

Email: eva.beleche@ousd.org

The School Advisor must support the FoodCorps Member(s) in the following ways:

- Introducing the FoodCorps Member(s) to the school community and providing an orientation to school policies and procedures as described in the School Orientation checklist.
- Inviting the FoodCorps Member(s) to attend relevant staff training, school meetings, and events for school staff, and otherwise treating the member as a part of the school community.
- Establishing and supporting the FoodCorps Member(s) to maintain a regular schedule that meets the programming requirements listed above.
- Observing the FoodCorps Member(s) teaching to provide coaching and feedback on their lessons.
- Ensuring that the FoodCorps Member(s) is provided with the standard school or district-issued identification necessary to access the school building.
- Providing direct feedback to FoodCorps by completing an annual school experience survey (sent in May/June). FoodCorps requires that FoodCorps Member(s) and requests that school staff support and participate in efforts to collect data and evaluate the impact of our programming. This includes an annual school staff survey and student impact survey.
- ***See Appendix A to list additional school advisors***

Site Visits

FoodCorps staff members will conduct monthly site visits (at minimum), which may include observation of the FoodCorps Member and meetings with school-based staff. FoodCorps staff may request to conduct additional visits to the School with donors or other partners.

Training

FoodCorps provides training, conferences, and professional development opportunities to FoodCorps Member(s) throughout the year.

The School is responsible for providing the FoodCorps Member(s) with an orientation to the School community that includes School rules, policies, and procedures to ensure the safety of the FoodCorps Member(s) and students at the School. See the [School Orientation checklist](#).

The School must allow and plan for the release of FoodCorps Member(s) for all required FoodCorps related training activities, including but not limited to state training and Mid-Year Gatherings. In all possible cases, FoodCorps Member(s) will provide the School with at least one week advance notice of an absence for scheduled training.

Safety

Work conditions for all FoodCorps Members must be maintained to all applicable local workplace health and safety regulations.

FoodCorps provides background checks for all FoodCorps Member(s) that include: a check of the National Sex Offender Public Website; and criminal history checks through True Screen for

both the state of service and state of application in accordance with the Department of Justice. All background check channelers are designated by FoodCorps and require clearance prior to start of service.

Site must provide FoodCorps Member(s) with up-to-date training and information regarding the health and safety protocols for each location. These must adhere to the latest state and local health department guidelines related to COVID-19. The Site will support FoodCorps Members to adhere to these protocols, and at minimum follow the most up to date FoodCorps Principles for Safety in Service During COVID-19, see Appendix A.

FoodCorps will comply with all applicable state and federal vaccine and disease-screening mandates, including ensuring that all FoodCorps Members have completed Tuberculosis testing prior to starting at the school sites.

APPENDIX A

Additional School & School Advisors Information

School Name: Greenleaf Elementary School	
School Administrator Name: Loreilei Aguinaldo Role: Principal Email: lorilei.aguinaldo@ousd.org Phone: _____	School Advisor Name: Iris Sanchez_____ Role: _Community School Manager Email: _____ _____iris.sanchez@ousd.org_____ Phone: _____

School Name: Grass Valley Elementary School	
School Administrator Name: Casey Beckner Role: Principal Email: casey.beckner@ousd.org Phone: (804) 922-7728	School Advisor Name: Karen Palafox-Gamez Role: Literacy Specialist Email: karen.palafoxgamez@ousd.org Phone: _____

School Name: Laurel Elementary	
School Administrator Name: John Stangl Role: Principal Email: john.stangl@ousd.org Phone: (510) 735-7710	School Advisor Name: _Jamie Williams_____ Role: Community School Manager_____ Email: _____ jamie.williams@ousd.org_____ Phone: _____

School Name: Oakland Academy of Knowledge	
School Administrator Name: Nikki Williams Role: Principal Email: nikki.williams@ousd.org Phone: (510) 593-3675	School Advisor Name: Leslye Salinas Role: Community School Manager Email: leslye.salinas@ousd.org Phone: _____

School Name: Highland Community Elementary	
School Administrator Name: Samantha Keller Role: Principal Email: samantha.keller@ousd.org Phone: (510) 457-6799	School Advisor Name: Maria Carnock Role: Community School Manager Email: maria.carnock@ousd.org Phone: _____

School Name: Hoover Elementary	
School Administrator Name: Lissette Averhoff Role: Principal Email: lissette.averhoff@ousd.org Phone: (201) 923-8973	School Advisor Name: Ayala Goldstein Role: Community School Manager Email: ayala.goldstein@ousd.org Phone: _____

School Name: Franklin Elementary	
School Administrator Name: Lusa Lai Role: Principal Email: lusa.lai@ousd.org Phone: (510) 605-6147	School Advisor Name: Vincent Yu _____ Role: Community School Manager _____ Email: __vincent.yu@ousd.org _____ Phone: _____

School Name: Manzanita Community School	
School Administrator Name: Latasha Ellison Role: Principal Email: latasha.ellison@ousd.org Phone: (510) 415-8787	School Advisor Name: Meredith Spencer _____ Role: Community School Manager _____

	Email: _meredith.spencer@ousd.org_____
	Phone: _____

School Name: Manzanita SEED Elementary	
School Administrator Name: Rachelle McManus Role: Principal Email: rachelle.mcmanus@ousd.org Phone: (415) 652-4987	School Advisor Name: Misty Waters Role: Community School Manager Email: misty.waters@ousd.org Phone: _____

Program Obligations: School Nutrition

Site: Oakland Unified School District

Site Supervisor Name and Position: Kat Romo, School Gardens & Living Schoolyards
Program Manager

Site Supervisor Email: kat.romo@ousd.org

Site Supervisor Phone: _____

Site: Oakland Unified School District

Site Supervisor Name and Position: Eyana Spencer, Program Manager of Nutrition Services

Site Supervisor Email: eyana.spencer@ousd.org

Site Supervisor Phone: _____

This document outlines mutual expectations to ensure an impactful program. Site is responsible for ensuring that the Director and all other necessary staff at the Nutrition Services Department where a FoodCorps Member will work receives a copy of this, including this Exhibit D.

FoodCorps collaborates with local organizations and school districts to create nourishing environments for students to eat, learn, and grow. FoodCorps, the Site, and the Nutrition Services Department understand the following:

FoodCorps Program

FoodCorps will place a full time School Nutrition Specialist at the District with the expectation that they report for 5 days per week to deliver FoodCorps programming. The term will start on August 11, 2025 and run through July 17, 2026.

- **Required** - Prior to the start of programming, the Nutrition Services Department will complete and approve the FoodCorps Member Action Plan in collaboration with the Site Supervisor (Kat Romo and Eyana Spencer) and outline their goals and a plan for the delivery of programming related to the Multi-Year Partnership goals.
- **Required** - The Nutrition Services Department must provide a minimum of 30 minutes for the FoodCorps Member to provide an “Introduction to FoodCorps” presentation for all key staff within the first month of the school year.
- **Required** - The Nutrition Services Department will ensure the FoodCorps Member has a regular schedule (38-40 hrs/week) that actively contributes to initiatives and projects that lead to changes to the district or school menu in alignment with district goals.
- FoodCorps Member(s) supports nourishing school meals guided by district goals by:
 - Engaging student voice and choice to ensure school menus are responsive to student preferences.
 - Supporting district initiatives to increase scratch cooking, incorporate locally sourced ingredients, and/or expand family-driven meals.
 - Fostering a cafeteria environment that promotes a safe, welcoming, and joyful experience

- FoodCorps Members will be engaged community members to help connect FoodCorps programming throughout the district and beyond the school day. To support this, the District will:
 - Invite FoodCorps Members to organize, lead, or participate in already scheduled district-wide events to connect the community to nourishing food.
 - Invite FoodCorps Members to support, organize, or lead family engagement opportunities (e.g., family focus groups, family taste tests, etc.).
 - Include FoodCorps Members in the school wellness and/or garden committee(s) if such teams exist.
- FoodCorps Member supports opportunities for students and staff across the district to learn about fresh, locally sourced, student- and family-driven foods. FoodCorps Member activities should support:
 - Holistic social and emotional development through hands-on education in the cafeteria.
 - Empowering students and celebrating local traditions and practices while centering child wellbeing.
 - Consumption of nourishing meals through hands-on education.

Supervision

The Site Supervisor is responsible for onsite supervision and support of the FoodCorps Member(s). The Nutrition Services Department agrees to contact the Site Supervisor and FoodCorps Student Impact Lead immediately regarding any issues or questions that may arise.

The Nutrition Services Department identifies the following department-based staff member to serve as an Advisor who will act as the primary point of contact and support for the FoodCorps Member(s) within the department:

Name: Eyana Spencer

Roles: Program Manager

Email: eyana.spencer@ousd.org

The advisor must support the FoodCorps Member(s) in the following ways::

- Introducing the FoodCorps Member(s) to the department team members and providing an orientation to school policies and procedures as described in the Nutrition Services Orientation checklist.
- Inviting the FoodCorps Member(s) to attend relevant staff training, department meetings, and events for staff, and otherwise treating the member as a part of the Nutrition Services community.
- Establishing and supporting the FoodCorps Member(s) to maintain a regular schedule that actively contributes to initiatives and projects that meets the programming requirements listed above.
- Ensuring that the FoodCorps Member(s) is provided with the standard district-issued identification necessary to access the school district buildings.

- Providing direct feedback to FoodCorps by completing an annual experience survey (sent in May/June). FoodCorps requires that FoodCorps Member(s) and requests that district staff support and participate in efforts to collect data and evaluate the impact of our programming. This includes an annual experience survey and student survey.

Site Visits

FoodCorps staff members will conduct monthly site visits (at minimum), which may include observation of the FoodCorps Member(s) and meetings with district-based staff. FoodCorps staff may conduct additional visits to the District with donors or other partners.

Training

FoodCorps provides training, conferences, and professional development opportunities to FoodCorps Member(s)s throughout the year.

The District is responsible for providing the FoodCorps Member(s) with an orientation that includes department rules, policies, and procedures to ensure the safety of the FoodCorps Member(s) and students within the District.

The District must allow and plan for the release of FoodCorps Member(s) for all required FoodCorps related training activities, including but not limited to fall cohort training, ongoing in-service training, and any in-person gatherings. In all possible cases, FoodCorps Member(s) will provide at least one week advance notice of an absence for scheduled training.

Safety

Work conditions for all FoodCorps Members must be maintained to all applicable local workplace health and safety regulations.

FoodCorps provides background checks for all FoodCorps Member(s) that include: a check of the National Sex Offender Public Website; criminal history checks through True Screen for both the state of service and state of application; and FBI fingerprinting conducted by Fieldprint. All background check channelers are designated by FoodCorps and require clearance prior to the start of the term.

The District must provide FoodCorps Member(s) with up-to-date training and information regarding the health and safety protocols for the school. These must adhere to the latest state and local health department guidelines related to COVID-19. The District will support FoodCorps Members to adhere to these protocols.

FoodCorps will comply with all applicable state and federal vaccine and disease-screening mandates



To whom it may concern,

FoodCorps is a National nonprofit organization in its 15th program year. We have 53 Food Educators and School Nutrition Specialists serving in 8 states, with an annual budget of \$16 million for the 2025-26 school year.

FoodCorps partners with schools and communities to nourish kids' health, education, and sense of belonging so that every child, in every school, experiences the joy and power of food. Our members serve alongside educators and school nutrition leaders to provide kids with food education, nourishing meals, and culturally affirming experiences with food that celebrate and nurture the whole child.

A study by the Teachers College at Columbia University revealed that students who receive 10+ hours of FoodCorps lessons eat 3 times more fruits and vegetables than students who do not participate in FoodCorps lessons. All FoodCorps Members teach a minimum of 10 hours to at least 6 classes, in addition to other activities in support of building student belonging, agency, and mastery toward food literacy.

Building on this direct service, FoodCorps advocates for policy change, grows networks, and develops leaders in service of every kid's health and well-being. Our vision is that by 2030, every child will have access to food education and nourishing food in school.

FoodCorps has worked in the Oakland Unified School District since 2013 and we look forward to continuing our partnership.

Sincerely,

Brendon Bassett

Brendon Bassett
FoodCorps Director of Program Impact

Get Involved
foodcorps.org

Connect
info@foodcorps.org

Follow Us
[@foodcorps](https://www.instagram.com/foodcorps)



To whom it may concern,

This letter is to confirm that FoodCorps Inc. agrees to the following requirements as a vendor of Oakland Unified School District:

1. As an "Agency" Contractor, FoodCorps is responsible for Fingerprinting and TB Testing employees that work at OUSD. TB Test Results must be negative for Tuberculosis and they must have passed the Fingerprint screening.
2. FoodCorps will provide the ATI numbers of people working at OUSD will accompany each invoice when sent to OUSD for payment.
3. Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

Please contact me directly with any questions.

Sincerely,

Brendon Bassett

Brendon Bassett
FoodCorps Director of Program Impact

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foodcorps.org

Connect
info@foodcorps.org

Follow Us
[@foodcorps](https://www.instagram.com/foodcorps)



FOODINC-05

JAIVIRSINGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Audrey Lopez	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Audrey.Lopez@nfp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B: Technology Insurance Company, Inc.	
INSURED FoodCorps, Inc. 1140 SE 7th Ave Portland, OR 97214	NAIC #	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2655176014	2/10/2025	2/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSE LIAB AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2655176014	2/10/2025	2/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB900516014	2/10/2025	2/10/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Pers & Adv Inj \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	TWC4497276	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O/Professional			PHPK2655176014	2/10/2025	2/10/2026	Agg \$2M / EA Occ 1,000,000
A	Directors & Officers			PHSD1857499013	2/10/2025	2/10/2026	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District is listed as additional insured on the commercial general liability policy. Waiver of subrogation in favor of additional insured.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn - Risk Management 1011 Union Street, Site 987 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED FoodCorps, Inc. 1140 SE 7th Ave Portland, OR 97214
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the insured. If special endorsements have been provided, they also are indicated attached.

You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the insured due to the Insurance Company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

NFP Property & Casualty Services Inc.
CA License 0F15715
1551 N. Tustin Ave., Suite 500
Santa Ana, CA 92705
Telephone: 714-505-5550

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, **provided the waiver is made in a written contract.**

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Oakland Unified School District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.