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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Mia Settles-Tidwell, Chief Operations Officer  
Jennifer Le Barre, Director of Nutrition Services

*MAS*

**Board Meeting Date** January 14, 2015

**Subject** Request for Approval of FoodCorps Service Site Agreement

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**Action Requested** Approval by the Board of Education of Service Site Agreement between Oakland Unified School District Nutrition Services and FoodCorps.

**Background** Oakland Unified School District Nutrition Services hosted two FoodCorps Service Members in the 2013-14 school year, and was awarded 3 Service Members for the 2014-15 school year. Members will teach garden education and serve as Wellness Champions at 4 OUSD Elementary Schools and implement and expand Farm to School programming district wide.

**Discussion** The Service Site Agreement outlines each party's responsibilities in hosting the Service Members.

**Recommendation** Approval by the Board of Education of Service Site Agreement between Oakland Unified School District Nutrition Services and FoodCorps.

**Fiscal Impact** \$15, 000.00 (\$5,000 per Service Member)

**Attachments** Service Site Agreement

## SERVICE SITE AGREEMENT

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

Community Alliance with Family Farmers, which is a NONPROFIT CORPORATION INCORPORATED IN THE STATE OF CALIFORNIA and LIFE LAB, A PUBLIC INSTITUTION IN THE STATE OF CALIFORNIA (the "Host Site"); and

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

### RECITALS

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

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

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

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

### 1. Purpose of Agreement

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

### 2. Definitions

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

### 3. Service Site Responsibilities

3.1 Service Site agrees to comply with the following:

3.1.2 Prohibited Activities Rules. Service Site understands that CNCS, AmeriCorps or FoodCorps have outlined rules that prohibit the Service Site and Service Members from engaging in certain Prohibited Activities (such rules to be collectively referred to as the "Prohibited Activities rules"). The Prohibited Activities rules are subject to modification from time to time, and are legally incorporated into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities rules.

3.1.2 Nondisplacement / Supplantation in Hiring. Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment

benefits, as a result of Service Site's participation in the FoodCorps Program or Service Site's utilization of any Service Member.

3.1.3 FoodCorps Program Requirements. Service Site will ensure (or use commercially reasonable efforts to ensure compliance with, as applicable) that the terms of all Program rules, procedures, handbooks, manuals, and guidelines, including but not limited to the **FoodCorps Supervisor Handbook – For Service Sites** and the **Service Site Responsibilities** listed therein. All such Program guidelines are legally incorporated into this Agreement, and are subject to modification from time to time.

3.2 Service Site agrees to comply with the following regarding the program service fee:

3.2.2 Service Site agrees to timely complete all required payment forms regarding the program service fee, and timely pay the program service fees for which Service Site is responsible.

3.2.3 If federal funds will be used to pay all or part of a program service fee, the Service Site will obtain and keep on file written authorization from the federal granting agency stating that the funds may be used in this manner. The Service Site must also document the amount and specific source of the federal funds used. Service Site agrees to promptly provide such records to Host Site and FoodCorps upon request.

3.2.4 No part of a program service fee may be raised by or through the service of a Service Member.

3.3 Further Service Site Obligations. Service Site further agrees as follows:

3.3.2 Service Site shall not make any offer or promise relating to an existing or potential service member's compensation or benefits.

3.3.3 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their Service Member Contract and in the Supervisor Handbook for Service Sites.

3.3.4 Service Site must provide or ensure, as applicable, a safe working environment for service members, which includes making every reasonable effort to ensure that the health and safety of service members are protected during the performance of their assigned duties. The Service Site shall not assign or require service members to perform duties that would jeopardize their safety or cause them to sustain injuries. Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being provided and trained on any and all laws, rules, policies, or procedures (such as school rules or local mandatory reporting laws) that may be applicable to the Service Member in that environment.

3.3.5 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service 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.

3.3.6 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of FoodCorps Service Members and Fellows, including but not limited to:

- Any unusual incident, occurrence or event that involves the FoodCorps Service Member or Fellow, including but not limited to, the death or serious injury of any Service Member or Fellow; the arrest of any Service Member or Fellow; possible criminal activity on the part of any Service Member or Fellow; destruction of property by any Service Member or Fellow; criminal conviction which effects the Service

Member or Fellows day to day work (i.e. conviction of any Service Site Staff member during the length of this agreement); significant damage to the physical facilities of the Host Site; or other matters of a similarly serious nature; and

- Personnel changes at the Service Site that result in a new staff member being appointed as Service Site Supervisor.

3.4 Service Site further agrees to comply with any and all additional responsibilities listed in **Exhibit C**, which is legally incorporated into this Agreement.

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

- Although Service Site may operate in multiple states, Service Site is only authorized to administer the Program in the Host Site State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the Host Site State, through Service Site or otherwise.
- FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the Host Site State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- FoodCorps' ability to operate the Program, and its ability to provide Service Members to serve in the Host Site State, is dependent on the levels at which CNCS approves FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of Service Members within the Host Site State. Service Site understands and agrees that neither FoodCorps nor Host Site guarantees placement of any particular number of Service Members regardless of targets, or replacement of members who are suspended, terminated, or who resign.
- Service Sites may conduct fundraising activities to support the Service Member program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Service Sites may not conduct fundraising efforts that duplicate or compete with those of FoodCorps.
- FoodCorps welcomes advice and suggestions from Service Sites in good faith; however, FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole arbiter of the Program, including its fundamental operating structure at the national, state, and local level.

**5. Term; Termination; Effect of Termination.**

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

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

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

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

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

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

## **6. Recordkeeping and Reporting.**

6.1 Service Site agrees to maintain such records and accounts, and make available such reports and investigations concerning matters involving Service Members and the Program as Host Site, FoodCorps or CNCS (e.g., in the event of an audit) may require. Such records shall include but not be limited to a copy of this Agreement, records relating to program service fees, and reports; and

6.2 Service Site agrees to respond to and submit required programmatic reports to Host Site and FoodCorps within the time frames reasonably set by them.

## **7. Independent Contractors**

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

## **8. Confidential Information**

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

## **9. Insurance; Limitation on Liability; Indemnification**

9.1 Service 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 Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members and Fellow(s) working or serving at the Service Site.

9.2 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.

9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless Host Site and FoodCorps and their officers, directors, employees, and members to the fullest extent of the law 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 Service 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 Service Site in this Agreement. Service 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.

## 10. General Provisions

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

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

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

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

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

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

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

\* \* \* \* \*

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

\_\_\_\_\_  
Service Site Supervisor, Alexandra Emmott

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Service Site Representative, Jennifer LeBarre

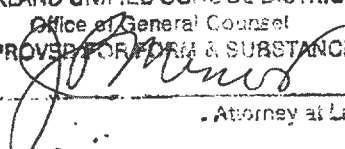
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Host Site Supervisor, Heather Frambach

\_\_\_\_\_  
Date


\_\_\_\_\_  
Authorized Host Site Representative, Diane Del Signore

\_\_\_\_\_  
Date

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



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

  
\_\_\_\_\_  
Service Site Supervisor, Alexandra Emmott

12/17/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Service Site Representative, Jennifer LeBarre

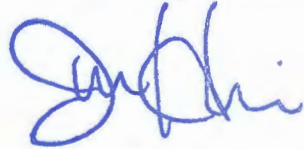
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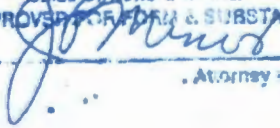
  
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Host Site Supervisor, Heather Frambach

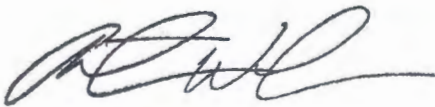
  
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Authorized Host Site Representative, Diane Del Signore

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**James Harris**  
President, Board of Education

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

  
\_\_\_\_\_  
**Antwan Wilson**  
Secretary, Board of Education

File ID Number: 14-2480  
Introduction Date: 1/14/15  
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By: OA

**EXHIBIT A**

**Service Site Information**

**FoodCorps Program Year:** 2015 ("PY15")

**Start Date:** September 1, 2014

**End Date:** July 31, 2015

*Please fill out the information below:*

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

## EXHIBIT B

### Definitions

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

**FoodCorps Fellow:** An employee of FoodCorps assisting with the administration of the Program in a Host Site State.

**Host Site State:** The state in which Host Site is authorized and agrees to facilitate FoodCorps programming pursuant to this Agreement, as specified in **Exhibit A (“Host Site Information”)**.

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

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

**Supervisor Handbook – For Host Sites:** The Supervisor Handbook – For Host Sites (sometimes also referred to as the “Host Site Handbook”) describes Host Site responsibilities, guidelines by which Host Site agrees to administer the Program, and includes resources on nutrition education, school gardens and Farm to School.

**Supervisor Handbook – For Service Sites:** The Supervisor Handbook – For Service Sites (sometimes also referred to as the “Service Site Handbook”) describes Service Site responsibilities, guidelines by which a Service Site agrees to locally manage the Program, and includes resources on nutrition education, school gardens and Farm to School.

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

**Service Member:** AmeriCorps members enrolled to serve in the FoodCorps public service program pursuant to a contract with FoodCorps (“Service Member Contract”). Service members are not “employees” or “apprentices” or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

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

**Service Site Supervisor:** Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for Host Site (and for FoodCorps, in any instances where FoodCorps interacts directly with the

Service Site, rather than through the Host Site Supervisor). Where a Service Site is also the Host Site, the Service Site Supervisor and Host Site Supervisor may be the same person.

**Term of Service:** The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than September 1 of the year of this agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the program year specified in **Exhibit A**.

## EXHIBIT C

### Additional Service Site Responsibilities

*From FoodCorps Service Site Supervisor Manual*

#### **1. Responsibilities of Service Sites**

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

##### *I. Organizational Support:*

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

##### *II. Oversight, Supervision, and Training*

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

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

### *III. Communication and Development*

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

### *From CAFF/Life Lab*

1. Sign and submit cost share plan to FoodCorps.
2. Bear ultimate responsibility of the \$5000 cost share to FoodCorps. CAFF and Life Lab bears no responsibility for the cash match.
3. Provide funding for FoodCorps member travel to at least 2 statewide trainings.
4. Actively participate in CA Farm to School Network by providing photos, narrative, and other content in cooperation with the service member and with host site supervisors at least once per program year.