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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Andrea Bustamante, Executive Director, Community Schools and Student Services Department

**Meeting Date** September 25, 2024

**Subject** Services Agreement – FoodCorps, Inc. – Community Schools and Student Services Department

**Ask of the Board** Ratification by the Board of Education of a Services Agreement with FoodCorps, Inc.

**Background** Most District schools do not have health education teachers or garden educators. Via this Services Agreement, vendor will provide hands on food and garden education, healthy food promotion, garden stewardship and family engagement events at 10 school sites through 5 FoodCorps Service Members and support of district-wide farm to school systems and activities through 2 School Nutrition FoodCorps Service Members. On August 16, 2024, the Chief Academic Officer executed this agreement and it is now being presented to the Board for ratification.

**Discussion** District students and families benefit greatly from this partnership as we are able to provide people on site who can engage students, teachers and families in Environment, Food and Garden programming at their schools and at The Center. As a result of these services, Food and Garden Education for OUSD students at 10 or more Title 1 elementary school sites and at The Center will be supported. This will also support for Harvest of the Month programming and produce bars at OUSD schools as well as supporting with school gardens.

**Fiscal Impact** District will pay vendor an amount not the exceed \$100,000.00 from Resource 9295, Share Our Strength funding.

**Attachment(s)**

- Services Agreement with FoodCorps, Inc.



## SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD” or “District”) and FoodCorps, Inc., a New York non-profit corporation (“VENDOR” or “FoodCorps”, together with OUSD, “PARTIES”). Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control but specifically excludes FoodCorps AmeriCorps Members (defined in Exhibit A).

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **OUSD Obligations and Acknowledgements.** OUSD acknowledges and agrees to its responsibilities and obligations as well as acknowledgements related to the Program (As defined in **Exhibit B**) as set forth in **Exhibit B**.
3. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
4. **Compensation.**
  - a. OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A**. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
  - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
  - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
  - d. VENDOR will invoice OUSD for the agreed upon compensation at such times agreed upon in Exhibit A. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the

time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

5. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, and a brief description of the Services rendered.
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
  - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
  
6. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
  
7. **Termination.**
  - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES

upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
  - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
  - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
8. **Data and Information Requests.**
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
  - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

**9. Confidentiality and Data Privacy.**

- a. “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 9.b) considers confidential or proprietary. “Confidential Information” includes all information received by the Receiving Party from Disclosing Party related to this Agreement or the Program (as defined in Exhibit A). “Confidential Information” does not include information that the Receiving Party (as defined in Section 9.b.) 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; (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. “Confidential Information” shall also not include the contents of this AGREEMENT including but not limited to the cost of Services.
- b. 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 or as necessary for the Services (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.

- c. Notwithstanding anything to the contrary in this Section 9, nothing in this AGREEMENT shall prevent OUSD from disclosing Confidential Information or discussing the Services with any FoodCorps AmeriCorps Members.
  - d. At the Disclosing Party's written 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.
  - e. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - f. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
10. **Copyright/Trademark/Patent/Ownership.** VENDOR is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of VENDOR. OUSD's administration of the Program within California confers no rights onto OUSD with respect to the Program or VENDOR's intellectual property other than those expressly granted in this Agreement.
11. [INTENTIONALLY OMITTED]
12. [INTENTIONALLY OMITTED].
13. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT except as set forth in **Exhibit B**.
14. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if

personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

15. **Status.**

- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and VENDOR is in writing;
  - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
  - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
  - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
  - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
  - (x) VENDOR can negotiate its own rates;
  - (xi) VENDOR can set its own hours and location of work; and
  - (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9



(commencing with section 7000) of Division 3 of the Business and Professions Code.

16. **Qualifications, Training, and Removal.**
- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
  - b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
  - c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.
17. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
18. **Insurance.**
- a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only



one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Testing and Screening.**

- a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS and FoodCorps AmeriCorps Members who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL or a FoodCorps AmeriCorps Member, that VENDOR INDIVIDUAL or FoodCorps AmeriCorps Member, as the case may be, must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL or FoodCorps AmeriCorps Member is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL or FoodCorps AmeriCorps Member to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. **Fingerprinting/Criminal Background Investigation.** For all VENDOR INDIVIDUALS and FoodCorps AmeriCorps Members providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL or FoodCorps AmeriCorps Member providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

20. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual

exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that a VENDOR INDIVIDUAL or a FoodCorps AmeriCorps Member is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL or FoodCorps AmeriCorps Member, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

21. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

22. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR’s family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD’s attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which

constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

23. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
24. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.
25. **Indemnification.**
  - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
26. **Audit.**

- a. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
  - b. OUSD will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, Program fees, and FoodCorps AmeriCorps Members ("Records"). OUSD 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. OUSD will make available all Records to VENDOR and AmeriCorps 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. OUSD will respond to and submit required programmatic reports to VENDOR within the reasonable time frames specified by VENDOR or as mutually agreed upon between the PARTIES.
27. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
28. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by VENDOR or any

- of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
29. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  30. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
  31. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
  32. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
  33. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
  34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
  35. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
  36. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
  37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
  38. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that

PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

39. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
41. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
42. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
43. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
44. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by

the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

**VENDOR**

Name: Karen Davison

Signature: 

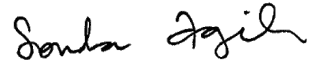
Position: Director of Program Operations + Culture

Date: 8/12/24

*One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.*

**OUSD**

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 8/16/2024

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form and procedure by:**  
OUSD Staff Counsel: Roxanne De La Rocha

  
Signature

8/12/2024  
Date

## SERVICES AGREEMENT

### EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

**VENDOR:** FoodCorps, Inc.

1. **Services.** Describe the SERVICES VENDOR will provide: 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. FoodCorps AmeriCorps Members (up to 7 in OUSD) 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.

FoodCorps will work to assign up to 2 School Nutrition Members and up to 5 Food Education Members. At OUSD's sole discretion, each Food Education Member will be assigned to 1-2 elementary schools. At OUSD's sole discretion, the School Nutrition Members will be assigned to The Center.

The Food Education Members will co-teach culturally relevant, hands-on-food lessons in the classroom or garden to a minimum of 80 students for 10 hours.

The Food Education Members may participate in the following activities at the discretion of OUSD: support with the building, expansion, or maintenance of school gardens; support a joyful and inclusive mealtime experience in the cafeteria; lead taste tests to elevate student voice and choice; participate in school health and wellness committees; and lead family engagement activities related to the garden, food education, and school meal programming.

The School Nutrition Members may participate in the following activities at the discretion of OUSD: plan and support implementation of opportunities for students across the district to learn about fresh, locally sourced, and culturally relevant foods through the Harvest of the Month and salad bar programs; lead or support efforts to gather student feedback through taste tests, student advisories, surveys, etc. in order to support responsive menu development; support district initiatives to increase scratch cooking, incorporate locally sourced ingredients, and/or expand culturally relevant meals; support efforts to successfully expand meal program offerings (e.g. breakfast, snack, supper, etc.); develop marketing and promotional tools and resources to inform and engage school staff and families about school meal initiatives; and participate in district health and wellness committees, if applicable.

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

**Start Date: August 19, 2024**

- b. Unless terminated earlier, the expiration date of this AGREEMENT will be July 31, 2025 provided, however, that VENDOR and OUSD may mutually agree on an earlier completion date in the event that a particular FoodCorps AmeriCorps Member's term is exceptionally long as a result of the suspension of their term for Compelling Circumstances. "Compelling Circumstances" shall mean (i) a disability or serious illness that makes completing the term impossible, (ii) a serious injury, illness, or death of a family member that makes completing the term unreasonably difficult or impossible for the AmeriCorps Member, (iii) military service obligations, (iv) AmeriCorps member making the transition from welfare to work, or (v) some other unforeseeable circumstance beyond the AmeriCorps Member's control that makes it impossible or unreasonably difficult for such AmeriCorps Member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the closing of a project or the program.

3. **Compensation.**

- a. The fee for the SERVICES is \$100,000. In no event shall the fees paid and/or payable by OUSD exceed \$100,000.
- b. Should a FoodCorps AmeriCorps Member exit prior to completion of services due to either Compelling Circumstance (as defined in Exhibit A Section 2(b) above) or termination of the AGREEMENT in accordance with the terms of this AGREEMENT, a pro-rata of the fees paid by OUSD shall be refunded.

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department  
Address: 1011 Union Street, Site 946  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-5060  
Email: ousdlegal@ousd.org

VENDOR

FoodCorps, Inc.  
Dept: Human Resources  
Address: 1140 SE 7th Ave #110  
City, ST Zip: Portland, OR 97214  
Phone: (212) 596-7045

Email: hr@foodcorps.org

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.
- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
  - Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.
18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.
- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
  - Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).
20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?
- Yes, the SERVICES would be able to continue as described herein.
  - No, the SERVICES would not be able to continue.

## EXHIBIT B

### OUSD OBLIGATIONS AND ACKNOWLEDGMENTS

#### 1. Definitions.

- 1.1 FoodCorps Handbook: A comprehensive document that describes the responsibilities of FoodCorps AmeriCorps Member, Site, and FoodCorps within the FoodCorps Program.
- 1.2 FoodCorps State: California, which is the state in which OUSD is authorized and agrees to facilitate the FoodCorps Programming pursuant to this Agreement.
- 1.3 Non Duplication of Services: VENDOR 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 OUSD and FoodCorps AmeriCorps Member will not displace teachers, staff, or volunteers.
- 1.4 Program: A national service program conducted by VENDOR 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 AmeriCorps Members complete a year-long term of stipended AmeriCorps service (stipends paid directly by FoodCorps), 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."
- 1.5 FoodCorps AmeriCorps Member: AmeriCorps members commit to serve as AmeriCorps volunteers in the FoodCorps Program pursuant to a contract with FoodCorps ("FoodCorps AmeriCorps Member Agreement"). FoodCorps AmeriCorps Members are not "employees" or "apprentices" or typical volunteers but are in a separate federal category of "AmeriCorps volunteers." They are paid a stipend during their term (but not wages). They are also eligible to receive an education award in return for their term.
- 1.6 Site Planning Process: The Site Planning Process is collaborative between OUSD and VENDOR's Impact and Partnership Lead. The Site Plan consists of three components: 1) Multi-Year Goals, 2) Annual Planning, and 3) Progress Monitoring. 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. The Progress Monitoring Tool gathers baseline information to monitor progress over time and help guide FoodCorps approach to providing programming and support. The Site Plan is the resulting document.
- 1.7 Site Supervisor: Site staff member who serves as a supervisor and mentor for FoodCorps AmeriCorps Member(s) in the day-to-day performance and is the primary OUSD contact for VENDOR.
- 1.8 Term: The period of time during which a FoodCorps AmeriCorps Member serves in the Program, as agreed upon in the FoodCorps AmeriCorps Member Agreement. As contemplated by this Agreement, the Term will start on August 19, 2024 with training and orientation to begin on a date and time mutually agreed upon between OUSD and

VENDOR. Programming will not start earlier than September 1, 2024. The program term will be at least 1700 hours, which is expected to be completed between the Agreement Start Date September 1, 2024 and the End Date July 31, 2025.

2. **Site Requirements.** OUSD agrees as follows:

2.1 OUSD agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:

- 2.1.1 FoodCorps Requirements, Policies and Procedures. OUSD will comply with VENDOR's applicable requirements, policies, and procedures expressly included in this Agreement. VENDOR acknowledges and agrees that OUSD shall use the FoodCorps Handbook as a guideline.. Site Supervisors will receive access to the FoodCorps Handbook during their supervisor training. For the avoidance of doubt, in the event of any conflict between this AGREEMENT and the FoodCorps Handbook, this AGREEMENT shall control.
- 2.1.2 Prohibited Activities Rules. OUSD understands that the FoodCorps Handbook outlines the rules that prohibit OUSD and FoodCorps AmeriCorps 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 AmeriCorps or VENDOR in writing (including by email). The Prohibited Activities Rules are attached to this Agreement as Exhibit C. OUSD agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities Rules. VENDOR shall use commercially reasonable efforts to ensure that FoodCorps AmeriCorps Members understand and comply with the Prohibited Activities Rules.
- 2.1.3 Nondisplacement in Hiring. OUSD agrees that it will comply with the federal regulations duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that OUSD shall not displace an employee, position, or volunteer (other than a FoodCorps AmeriCorps 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 OUSD's participation in the FoodCorps Program or OUSD's utilization of any FoodCorps AmeriCorps Member.
- 2.1.4 Site Fee. No part of the Site Fee may be raised by or through the efforts of a FoodCorps AmeriCorps Member.

2.2 Additional Site Obligations. OUSD further agrees as follows:

- 2.2.1 OUSD is responsible for supervision and support of FoodCorps AmeriCorps Member(s) assigned to OUSD while such FoodCorps AmeriCorps Member(s) are on OUSD onsite during the Program hours.
- 2.2.2 OUSD will use reasonable efforts to ensure that emails sent by VENDOR 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 OUSD to ensure that FoodCorps AmeriCorps Members have access to google.com, paylocity.com, concur.com, toolshed.foodcorps.org, and foodcorps.my.site.com and others as reasonably requested by VENDOR from computers at a OUSD site as access is required in connection with their daily activities.

- 2.2.3 OUSD shall not make any offer or promise relating to an existing or potential FoodCorps AmeriCorps Member's compensation or benefits.
- 2.2.4 OUSD shall not employ, recommend for employment, or otherwise facilitate the employment of FoodCorps AmeriCorps Members for any commitment that would interfere with their full-time FoodCorps activities, or prior to 60 days from the end of the Term, as defined in their respective FoodCorps AmeriCorps Member contracts.
- 2.2.5 OUSD must provide or ensure, as applicable, a safe and accessible work space for FoodCorps AmeriCorps Members including consistent access to a computer, phone, internet, 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 AmeriCorps Members are protected during the performance of their assigned duties. OUSD may not assign or require FoodCorps AmeriCorps Members to perform duties that would jeopardize their safety or cause them to sustain injuries.
- 2.2.6 OUSD agrees to complete the Site Planning Process in collaboration with VENDOR to document their long-term goals, their annual plan for programming, and the progress monitoring tool prior to the Start Date.
- 2.2.7 OUSD will use reasonable efforts to ensure that FoodCorps AmeriCorps Members are properly and fully oriented to any and all of their program environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the FoodCorps AmeriCorps Member in that environment. Please refer to the Site, School, and Food and Nutrition Services Orientation Checklists in the FoodCorps Handbook. OUSD will also review the Site Plan with the FoodCorps AmeriCorps Member within the first quarter of the Term.
- 2.2.8 OUSD is responsible for and must properly supervise, control, and safeguard its premises, processes, or systems. To that end, OUSD agrees that it will not permit FoodCorps AmeriCorps 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 programming.



2.3 Program Obligations. OUSD must comply with the obligations set forth in Section 5 of Exhibit B. OUSD is responsible for providing this Agreement, including Section 5 of Exhibit B and the FoodCorps Handbook to all OUSD staff who need to know and understand the contents of such agreements.

2.4 OUSD agrees to promptly notify VENDOR of matters that may seriously impact the experience or program environment of the FoodCorps AmeriCorps Members, including but not limited to:

- i. Any unusual incident, occurrence or event that involves the OUSD staff, volunteers or officers, or the FoodCorps AmeriCorps Member, including but not limited to, the death or serious injury of any OUSD staff or FoodCorps AmeriCorps Member; the arrest of any OUSD staff or FoodCorps AmeriCorps Member; possible criminal activity on the part of any OUSD staff or FoodCorps AmeriCorps Member; destruction of property by any OUSD staff or FoodCorps AmeriCorps Member; significant damage to the physical facilities of OUSD; or other matters of a similarly serious nature; and
- ii. Any circumstance in which the FoodCorps AmeriCorps Member will not report to their school or site for more than five regularly scheduled days. These circumstances could include illness, injury, or requests for time off.
- iii. OUSD personnel changes that result in a new staff member being appointed as Site supervisor or school advisor.

3. **Acknowledgments.** OUSD acknowledges and agrees that:

3.1 FoodCorps AmeriCorps Members are not employees or agents or independent contractors of FoodCorps or OUSD. FoodCorps AmeriCorps Members are a separate federal designation – AmeriCorps volunteers.

3.2 OUSD is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize OUSD 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 OUSD or otherwise.

3.3 VENDOR is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. OUSD's administration of the Program within the FoodCorps State confers no rights onto OUSD with respect to the Program or VENDOR's intellectual property other than those expressly granted in this Agreement.

3.4 VENDOR's ability to operate the Program, and its ability to provide FoodCorps AmeriCorps Members to serve in the FoodCorps State, is dependent on the levels at

which AmeriCorps funds FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than AmeriCorps. OUSD acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of FoodCorps AmeriCorps Members within the FoodCorps State. OUSD understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of FoodCorps AmeriCorps Members regardless of targets or (b) replacement of FoodCorps AmeriCorps Members who are suspended or terminated or who resign.

- 3.5 OUSD 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, OUSD must notify VENDOR in advance of launching such fundraising activities.
- 3.6 VENDOR welcomes advice and suggestions from OUSD, but VENDOR has no obligation to modify the Program to incorporate any such advice or suggestions. VENDOR is the sole owner of the Program, including its fundamental operating structure at the national, state, and local level.

- 4. OUSD agrees to comply with the Site Requirements as provided in this Section 4 of Exhibit B.

Outlined below are the key investments, program management responsibilities, and partnership 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 the FoodCorps Handbook as a guideline and to comply with the **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 AmeriCorps invest over \$75,000 per member in order to place and support well-trained, emerging leaders in schools across the country. In return for 1700 hours, FoodCorps requires the following investments from each site:

- ✓ Pay an annual partnership fee of \$5,000 plus \$15,000 per member to FoodCorps.<sup>1</sup>
- ✓ Subject to the terms of the Agreement, reimburse mileage expenses for any necessary travel that members incur during program hours, not including their commute between home and site.
- ✓ Provide FoodCorps AmeriCorps 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 AmeriCorps members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps program activities.

### **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 district partners to build a plan with multi-year goals to build sustainable programming and impact.
- ✓ For Food Education members, appoint a school advisor for each partner school to support FoodCorps members on a day-to-day basis.
- ✓ Actively participate in local FoodCorps member recruitment for their site.
- ✓ Attend any required FoodCorps trainings, including an orientation for new supervisors.
- ✓ Conduct weekly check-ins with each FoodCorps member to provide ongoing support.
- ✓ Approve weekly timesheets and ensure members log a minimum of 1,700 hours by the end of the program year.
- ✓ Complete a formal mid-term and end-of-term review for each FoodCorps member.
- ✓ Adhere to all AmeriCorps rules and regulations.
- ✓ Release FoodCorps members for all required national and state-based trainings.

## **District Partnership**

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<sup>1</sup>Sites that host three or more members are eligible for a multi-member discount of \$2,000/per member

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

- ✓ Partnering 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 agree to meet with FoodCorps staff as requested throughout the year.
- ✓ Districts and schools must post provided FoodCorps AmeriCorps partnership 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 AmeriCorps member to successfully meet their 1700 hours while supporting district goals.

- ✓ FoodCorps programming must be structured so that each FoodCorps AmeriCorps member can successfully meet at least one of the following requirements:
  - *Food Education-focus:* The FoodCorps member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden to a minimum of 80 students in grades K-8 for 10+ instructional hours during their term.
  - *School Nutrition-focus:* The FoodCorps members must actively contribute to initiatives and projects that lead to changes to the district or school menu in alignment with site and district goals.
- ✓ Subject to an executed Data Sharing Agreement as defined in Section 9(e) the Agreement, the applicable sites may participate in and support FoodCorps AmeriCorps member participation in data collection, reporting, and other program evaluation efforts. For the avoidance of doubt, Vendor shall bear all responsibilities in the performance of requesting students and/or OUSD staff to participate in any surveys which shall include but not limited to, collecting executed parent and/or guardian consent forms in accordance with applicable laws and/or OUSD school board policies. In no event shall surveys be performed more than twice during the Term and shall not be disruptive to academic learning.

## Overview of Timeline

**October**

FoodCorps Member Application launches

<b>March-May</b>	FoodCorps Member Selection
<b>Summer</b>	Site Supervisors attend required FoodCorps training (dates vary)
<b>August-July</b>	FoodCorps' Program Year

5. OUSD agrees to comply with the Program Obligation set forth in this Section 5 of Exhibit B.

## **Program Obligations: Food Education**

**Site:** Oakland Unified School District

**Site Supervisor Name and Position:** Sarah Pipping, Education Coordinator

**Site Supervisor Email:** sarah.pipping@ousd.org

**Site Supervisor Phone:** (414) 550-7735

**List for Each Location:**

**School Name** Franklin Elementary School

**School Principal or Administrator Name, Role:** Lusa Lai, Principal

**School Principal or Administrator Email:** lusa.lai@ousd.org

**School Principal or Administrator Phone:** \_\_\_\_\_

**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 AmeriCorps Member will work receives a copy of this, including this Section 5 of Exhibit B.

## **FoodCorps Program**

FoodCorps will place a **part** time FoodCorps AmeriCorps Member at the School(s) with the expectation that they report for **5** days per week to deliver FoodCorps programming.

Programming at the School will start on **September 3** 2024 (no earlier

than Sept 1, 2024) and run through July 31 2025 (no later than July 31, 2025).

**Required** - Prior to the start of programming, the School will complete and approve the FoodCorps AmeriCorps 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 AmeriCorps 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 AmeriCorps 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 AmeriCorps 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 unless otherwise mutually agreed upon between OUSD and VENDOR.*
- The teaching schedule must include a minimum of 12 teaching blocks (30-45 minutes) per week.
- The presence and engagement of a credentialed adult, preferably the classroom teacher, is required while FoodCorps AmeriCorps 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 not be excluded from FoodCorps programming due to behavioral issues 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 AmeriCorps Members will be introduced to the cafeteria staff within the first month and will be provided access to the necessary facilities.
- FoodCorps AmeriCorps 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 AmeriCorps Members will be engaged community members to help connect FoodCorps programming throughout the school building and beyond the school day.

- Schools will invite FoodCorps AmeriCorps 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 AmeriCorps Members to support, organize, or lead family engagement opportunities (e.g., family newsletters, family cooking nights, etc.).
- Schools will include FoodCorps AmeriCorps Member(s) in the school wellness and/or garden committee(s) if such teams exist.

## AmeriCorps

The FoodCorps AmeriCorps Members are AmeriCorps members. As such, FoodCorps must adhere to rules and requirements of the AmeriCorps public service program including, but not limited to, the following:

- FoodCorps AmeriCorps Members may not serve as substitute teachers and cannot perform activities that someone would otherwise be paid to do.
- FoodCorps AmeriCorps Members may complete AmeriCorps paperwork or planning during the school day as long as this activity does not interfere with their regularly scheduled programming.

## 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 Coach 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 AmeriCorps Member(s) at the School:

**Name: Sarah Pipping**

**Roles: Education Coordinator**

**Email: sarah.pipping@ousd.org**

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

- Introducing the FoodCorps AmeriCorps 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 AmeriCorps Member(s) to maintain a regular schedule that meets the programming requirements listed above.
- Observing the FoodCorps AmeriCorps Member(s) teaching to provide coaching and feedback on their lessons.



- Ensuring that the FoodCorps AmeriCorps 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 AmeriCorps 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 survey.
- **See Appendix A to list additional school advisors**

## Site Visits

FoodCorps staff members will conduct a minimum of three (3) annual site visits on a date and time mutually agreed upon between OUSD and FoodCorps, which may include observation of the FoodCorps AmeriCorps Member(s) 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 AmeriCorps Member(s) throughout the year.

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

The School must allow and plan for the release of FoodCorps AmeriCorps 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 AmeriCorps Member(s) will provide at least one week advance notice of an absence for scheduled training.

## Safety

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

FoodCorps provides background checks for all FoodCorps AmeriCorps 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 AmeriCorps and require clearance prior to the start of the term.

The School must provide FoodCorps AmeriCorps 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 School will support Foodcorps AmeriCorps Member(s) to adhere to these protocols.

## APPENDIX A

### Additional School & School Advisors Information

**Missing Franklin Elementary**

**School Administrator:** Lusa Lai

[Lusa.lai@ousd.org](mailto:Lusa.lai@ousd.org)

**School Advisor:**

**Jill Schalet**

**Teacher**

[Jill.schalet@ousd.org](mailto:Jill.schalet@ousd.org)

<b>School Name: Oakland Academy of Knowledge</b>	
<b>School Administrator</b> <b>Name:</b> Nikki Williams <b>Role:</b> Principal <b>Email:</b> nikki.williams@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Leslye Salinas <b>Role:</b> Community School Manager <b>Email:</b> leslye.salinas@ousd.org <b>Phone:</b> (510) 672-7248

<b>School Name: Hoover Elementary</b>	
<b>School Administrator</b> <b>Name:</b> Lissette Averhoff <b>Role:</b> Principal <b>Email:</b> lissette.averhoff@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Ayala Goldstein <b>Role:</b> Community School Manager <b>Email:</b> ayala.goldstein@ousd.org <b>Phone:</b> _____

<b>School Name: Manzanita Community School</b>	
<b>School Administrator</b> <b>Name:</b> Don't know <b>Role:</b> _____	<b>School Advisor</b> <b>Name:</b> Tamica Groves <b>Role:</b> Community Schools Manager

<b>Email:</b> _____ <b>Phone:</b> _____	<b>Email:</b> tamica.groves@ousd.org <b>Phone:</b> _____
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<b>School Name: Laurel Elementary</b>	
<b>School Administrator</b> <b>Name:</b> John Stangl Role: Principal <b>Email:</b> john.stangl@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Jeremy Spratlen Role: Teacher <b>Email:</b> jeremy.spratlen@ousd.org <b>Phone:</b> (510) 260-4463

<b>School Name: Global Family Elementary</b>	
<b>School Administrator</b> <b>Name:</b> Juan Vaca Role: Principal <b>Email:</b> juan.vaca@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Eva Beleche Role: Teacher <b>Email:</b> eva.beleche@ousd.org <b>Phone:</b> (510) 326-2845

<b>School Name: Highland Community Elementary School</b>	
<b>School Administrator</b> <b>Name:</b> Samantha Keller Role: Principal <b>Email:</b> samantha.keller@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Tracy Dordell Role: Teacher <b>Email:</b> tracy.dordell@ousd.org <b>Phone:</b> (510) 565-5540

<b>School Name: Grass Valley Elementary</b>	
<b>School Administrator</b> <b>Name:</b> Casey Beckner Role: Principal <b>Email:</b> casey.beckner@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Cicely Day Role: Community Schools Manager <b>Email:</b> cicely.day@ousd.org <b>Phone:</b> (510) 967-0020

<b>School Name: Manzanita SEED</b>	
<b>School Administrator</b> <b>Name:</b> Rachelle McManus Role: Principal <b>Email:</b> rachelle.mcmanus@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Misty Waters Role: Community Schools Manager <b>Email:</b> misty.waters@ousd.org <b>Phone:</b> (909) 693-2250

<b>School Name: Greenleaf Elementary</b>	
<b>School Administrator</b> <b>Name:</b> Abbey Kerins Role: Principal <b>Email:</b> abbey.kerins@ousd.org <b>Phone:</b> _____	<b>School Advisor</b> <b>Name:</b> Joyce Hum Role: Community Schools Manager <b>Email:</b> joyce.hum@ousd.org <b>Phone:</b> (510) 775-2209

## Program Obligations: School Nutrition

**Site:** Oakland Unified School District  
**Site Supervisor Name and Position:** Sarah Pipping, Education Coordinator  
**Site Supervisor Email:** sarah.pipping@ousd.org  
**Site Supervisor Phone:** \_\_\_\_\_

**List for Each Location:**

**District/Department** Nutrition Services  
**Lead Contact Name, Role:** Eyana Spencer, Program Manager  
**Lead Contact Email:** eyana.spencer@ousd.org  
**Lead Contact Phone:** \_\_\_\_\_

**District/Department** \_\_\_\_\_  
**Lead Contact Name, Role:** Kat Romo, School Gardens and Living Schoolyards Program Manager  
**Lead Contact Email:** kat.romo@ousd.org  
**Lead Contact 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 AmeriCorps Member will work receives a copy of this, including this Section 5 of Exhibit B.

FoodCorps partners 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 FoodCorps AmeriCorps Member at the District with the expectation that they report for 5 days per week to deliver FoodCorps programming. The term will start on **September 1, 2024 and run through July 31, 2025.**

- **Required** - Prior to the start of programming, the Nutrition Services Department will complete and approve the FoodCorps AmeriCorps Member Action Plan in collaboration with the Site Supervisor (as listed above) 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 AmeriCorps Member(s) supports nourishing school meals guided by district goals by:
  - Engaging student voice and choice to ensure school menus are responsive to student preference and culture.
  - Supporting district initiatives to increase scratch cooking, incorporate locally sourced ingredients, and/or expand culturally relevant meals.
  - Fostering a cafeteria environment that promotes a safe, inclusive and joyful experience
- FoodCorps AmeriCorps Members will be engaged community members to help connect FoodCorps programming throughout the district and beyond the school day. FoodCorps Member activities should support:
  - Districts will invite FoodCorps AmeriCorps Members to organize, lead, or participate in already scheduled district-wide events to connect the community to nourishing food.
  - Districts will invite FoodCorps AmeriCorps Members to support, organize, or lead family engagement opportunities (e.g., family focus groups, family taste tests, etc.).
  - Districts will include FoodCorps Members in the school wellness and/or garden committee(s) if such teams exist.

- FoodCorps AmeriCorps Member supports opportunities for students and staff across the district to learn about fresh, locally sourced, culturally relevant foods guided by district goals. FoodCorps Member activities should support:
  - Holistic social and emotional development through hands-on education in the cafeteria.
  - Empowering students and celebrating cultural identity and practices while centering justice.
  - Consumption of nourishing meals through hands-on education.

## AmeriCorps

The FoodCorps AmeriCorps Members are AmeriCorps members. As such, FoodCorps must adhere to rules and requirements of the AmeriCorps public service program including, but not limited to, the following:

- FoodCorps AmeriCorps Members may not displace any current, future, or previous employees or volunteers with FoodCorps AmeriCorps members. Sites cannot choose to take on a FoodCorps AmeriCorps member instead of staff, or reduce staff roles or benefits to save money, or create FoodCorps Member positions instead of promoting qualified staff. FoodCorps Members must be providing additional services to the sites and benefits that go above and beyond normal operations (i.e. they cannot simply duplicate the role of a normal staff member).
- FoodCorps AmeriCorps Members may complete AmeriCorps paperwork or planning during the school day as long as this activity does not interfere with their regularly scheduled programming.

## Supervision

The Site Supervisor is responsible for onsite supervision and support of the FoodCorps AmeriCorps Member(s). The Nutrition Services Department agrees to contact the Site Supervisor and FoodCorps Student Impact Coach 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 AmeriCorps Member(s) within the department:

**Name:** Eyana Spencer

**Roles:** Program Manager

**Email:** [eyana.spencer@ousd.org](mailto:eyana.spencer@ousd.org)

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

- Introducing the FoodCorps AmeriCorps 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 AmeriCorps 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 AmeriCorps 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 AmeriCorps 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 a minimum of three (3) annual site visits on a date and time mutually agreed upon between OUSD and FoodCorps, which may include observation of the FoodCorps AmeriCorps 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 AmeriCorps Member(s) throughout the year.

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

The District must allow and plan for the release of FoodCorps AmeriCorps 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 AmeriCorps Member(s) will provide at least one week advance notice of an absence for scheduled training.

## Safety

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

FoodCorps provides background checks for all FoodCorps AmeriCorps 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 AmeriCorps and require clearance prior to the start of the term.



The District will provide FoodCorps AmeriCorps Member(s) with up-to-date training and information as applicable 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 reasonably support FoodCorps Members to adhere to these protocols.

### **Exhibit C - Prohibited Activities: For FoodCorps AmeriCorps Members**

FoodCorps AmeriCorps Members are prohibited from engaging in the following activities while performing their hours or while representing FoodCorps, AmeriCorps or displaying the FoodCorps or AmeriCorps logo. OUSD agrees to not engage in or create the appearance of engagement in Prohibited Activities set forth in this Exhibit C in relation to their work with FoodCorps or AmeriCorps.

#### General

- Providing a direct benefit to a for-profit entity, labor union, partisan political organization, or organization engaged in religious activities or to a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986
- Note: Farm to school procurement activities are permitted, as long as the clear purpose of such activities is to positively impact the health and wellness of children. FoodCorps AmeriCorps Members are not to take part in the financial aspects of farm to school procurement projects, such as vendor selection or contract negotiation
- Providing abortion services or referrals for receipt of such services
- Such other activities as AmeriCorps may prohibit

#### Political Activities

- Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying activities of any kind
- Organizing a letter-writing campaign to Congress
- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office
- Participating in or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials
- Voter registration drives

#### Union Activities

- Organizing or participating in protests, petitions, boycotts, or strikes
- Assisting, promoting, or deterring union organizing
- Impairing existing contracts for services or collective bargaining Agreements

#### Religious Activities

- Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing
- Providing direct benefit to an organization engaged in the religious activities described in the paragraph above, unless AmeriCorps assistance is not used to support those religious activities

### Safety and Harassment

- Participating in activities that pose a significant safety risk
- Engaging in conduct that is discriminatory or derogatory
- Engaging in any kind of sexual contact, sexual harassment or age-inappropriate conversation with program beneficiaries

### Fundraising Activities

- Allowing FoodCorps AmeriCorps Members to prepare any part of a grant proposal or perform other fundraising functions to help the Site achieve its cost-share contribution [program partnership fee] requirements, to raise money for their own stipend, or to pay the site's or the FoodCorps program's general operating expenses
- Researching or preparing grant applications to any Federal agency, including AmeriCorps
- Other fundraising by FoodCorps AmeriCorps Members is permitted if it (i) provides direct support to a specific activity; (ii) falls within the FoodCorps program's approved objectives; (iii) is not the primary activity of the FoodCorps program; and (iv) does not exceed 10% (170) of the total hours served by the FoodCorps AmeriCorps Member
- FoodCorps AmeriCorps Members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative, to the extent the law allows. However, FoodCorps AmeriCorps members are prohibited—both during their terms and at all times after termination of this agreement—from wearing the FoodCorps or AmeriCorps logos, or otherwise identifying themselves as an agent or representative of FoodCorps or AmeriCorps, while carrying out any of the activities listed above, even when doing so on a private basis as described in this paragraph.



To whom it may concern,

FoodCorps is a National nonprofit organization in its 14<sup>th</sup> program year. We have nearly 200 Public Health AmeriCorps Service Members serving in 13 states and Washington DC with an annual budget of \$28 million for the 2024-25 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 AmeriCorps 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 Service Members teach a minimum of 80 students for 10+ hours, 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 goal 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  
FoodCorps Western Regional Director

**Get Involved**  
[foodcorps.org](https://www.foodcorps.org)

**Connect**  
[info@foodcorps.org](mailto:info@foodcorps.org)

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



July 25, 2024

To whom it may concern,

Let this letter verify that:

A - All FoodCorps employees that work at Oakland Unified School District have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.

B - ATI Numbers (from fingerprinting) will appear on all invoices submitted to Oakland Unified School District.

C - Proof of fingerprint passage and TB Test passage of persons working at Oakland Unified School District will be available to OUSD upon demand.

Sincerely,

Anna Metnick  
FoodCorps Director of Human Resources

**Get Involved**  
foodcorps.org

**Connect**  
info@foodcorps.org

**Follow Us**  
@foodcorps





## ADDITIONAL REMARKS SCHEDULE

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

## 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**

**Fax: 714-975-8966**

**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.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
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**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b> Oakland Unified School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**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.