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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Roland Broach, Executive Director, Custodial Services Department

Meeting Date December 10, 2025

Subject Services Agreement 2025-2026 - Bay Area Community Resources - Custodial Services Department

Ask of the Board Approval by the Board of Education of a Services Agreement 2025-2026 by and between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide one AmeriCorps Fellow to support schools and the district on waste prevention programs via the District’s Custodial Services Department. This involves physical and social infrastructure implementation and maintenance that the fellow will be assisting for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$31,000.00.

Background and Discussion With the large size of our schools and district, having a fellow working on our waste prevention program will be able to improve on and expand in educating our students on our resources, proper waste sorting and food recovery. The Sustainability Service Corps Waste Prevention Fellow will provide a wide variety of support that includes site visit assessments, bin and signage set up, hosting assemblies and classroom presentations, student project/green team assistance. In addition, the fellow will lead the District’s annual art contest, bin monitoring training support during lunches, and improve and create waste sorting training and engagement materials.

Fiscal Impact 010-9161-0-9000-8212-5825-989-9890-9161-9999-99999
The funding for this fellow position comes from dedicated funds from the District’s waste hauling contract, Resource 9161 - Alameda County Waste Management Authority.

Attachment(s) ● Services Agreement 2025-2026



SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. 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.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. 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. 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.

4. **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, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - 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.

5. **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.

6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - 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.
7. **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. For purposes of this Agreement, BACR is already registered as a Vendor with OUSD. Sustainability Service Corps (SSC) is not required to register as a separate Vendor.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. 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.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) 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.
14. **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.

15. 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.

16. **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.
17. **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 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**.
18. **Testing and Screening.**
 - a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS 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, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL 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 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 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 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**.

19. **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 is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, 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.

20. **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.

21. **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.

22. **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/>).

23. **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.

24. **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.
25. **Audit.** 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.
26. **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.

27. **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. The 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 the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.

36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **Corporation for National and Community Service (CNCS) Rules and Regulations**
OUSD shall adhere to and follow all CNCS Rules and Regulations. Specifically, the Code of Federal Regulations § 2540.100, and the following restrictions:
- A. *Supplantation.* CNCS assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year in which support is to be provided is not less than the previous fiscal year.
 - B. *Religious use.* CNCS assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.
 - C. *Political activity.* CNCS assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State or local election to public office.
 - D. *Contracts or collective bargaining agreements.* CNCS assistance may not be used to impair existing contracts for services or collective bargaining agreements.
 - E. *Nonduplication.* CNCS assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
 - F. *Nondisplacement.*
 - 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving CNCS assistance.

2. An organization may not displace a volunteer by using a participant in⁴ a program receiving CNCS assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

45. State of Emergency

California Volunteers, Office of the Governor (CV), may declare an emergency during the Agreement. During a state-declared emergency, CV reserves the right to redirect fellow resources to support the state's disaster response and recovery efforts.

If a service activity is disrupted due to an emergency, Partner must first redirect fellows to help support state/local emergency needs identified by CV, unless such service opportunities are not available where the fellow resides.

46. Fellow Recruitment and Early Hiring Termination Penalty

If OUSD fails to select a Fellow from the list of applicants deemed qualified by VENDOR, OUSD will pay VENDOR a \$2,500 fee. Penalty fee covers the cost of recruiting efforts by VENDOR and must be paid within 15 days of receipt of invoice. If the selected Fellow later terminates service or OUSD elects to terminate the Fellow, OUSD shall not incur any penalties.

The PARTIES will explore reasonable next steps for recruitment in the event that VENDOR is unable to place a qualified Fellow at OUSD site by the final possible start date. Next steps include a shorter term of service, with corresponding lower payment amount of matching funds (dependent on availability), postponement to a future term of service, or whatever solution is deemed most beneficial to the PARTIES.

In the event that the Fellow(s) is placed after the start of the program, the full match will still be required. All full-time AmeriCorps Members receive the same benefits and are expected to finish the term of service regardless of their start date so the cost remains the same.

OUSD agrees not to hire the Fellow as a full-time employee until, and unless, the Fellow completes their entire term of service described in this MOU. If the OUSD hires the Fellow before the end of the program year, OUSD is required to pay the entirety of the cost per Fellow. OUSD will not be reimbursed for payments already made to VENDOR. If OUSD hires the Fellow prior to the end of the term, OUSD should be aware that VENDOR may choose to discontinue the partnership with OUSD.

47. Non-appropriation of Funds

This AGREEMENT is subject to the budget and fiscal policies, regulations, and practices of the federal government, and approval and appropriation of funds for this AGREEMENT. If funds are appropriated for only a portion of a fiscal year, this AGREEMENT will terminate, without penalty, at the end of the period for which funds are appropriated. OUSD's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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: Adolfo Rivera

Signature: _____


box SIGN 4Z7ZQQQL-1RL9L98X

Position: National Service Director BAGR

Date: Oct 1, 2025

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: Roland Broach, Jr.

Signature: Roland Broach

Position: Executive Director, Custodial Services

Date: October 1, 2025

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template Approved as to form by OUSD Legal Department



SERVICES AGREEMENT EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Bay Area Community Resources (Sustainability Service Corps Fellowship)

Clause 1: **Services.** Describe the SERVICES VENDOR will provide:

See Attached Scope of Work

Clause 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: October 01, 2025

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: September 30, 2026

Clause 3: **Compensation.**

- a. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: _____ per month

Per Student Served Rate: _____ per student served

Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s):

Placement of one (1) Sustainability Service Corps Fellows at OUSD sites. Cost per Fellow is \$31,000. Payments will be made in three (3) installments: \$15,500.00 (due by 11/30/25), \$7,750.00(due by 01/31/26), and \$7,750.00(due by 03/31/26).

***Refund Procedure**

In the event that the Fellow(s) leave the program for any reason aside from being offered employment by OUSD prior to the end date in the Fellow's contract (i.e. Member Service Agreement), a prorated amount will be issued for match funds up until April 30, 2026. All OUSD match funds will have been absorbed by the program by April 30, 2026, so no prorated amount will be issued after that date.

Prorated amounts are determined by the following equation:

Total # of stipends received by Fellow divided by the total # of stipends for the term (22). Multiply by \$31,000 and then subtract the total amount of OUSD match paid to date.
In some cases, OUSD may be asked to pay VENDOR additional matching funds to cover the stipends already awarded to Fellow that were not covered in the payment installments to date.

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$31,000.00

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 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

Name/Dept: Bay Area Community Resources_
Address: 11175 San Pablo Ave
City, ST Zip: El Cerrito, CA 94530
Phone: 510-559-5550
Email: mramirez@bacr.org

Clause 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.

Clause 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).

Clause 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.
- Yes, but the SERVICES would be different than described herein, they would be as follows:

SCOPE OF WORK

BACR / SUSTAINABILITY SERVICE CORPS CONTRACT

Overview

The Sustainability Service Corps (SSC) is an initiative of California Volunteers, Office of the Governor (CV), designed to educate adults and youth about environmental stewardship and/or environmentally-conscious practices, support greenhouse gas reduction programs or other climate action projects, develop Greenhouse Gas Inventories, Climate Action Plans, and other capacity-building documents; and conduct outreach to raise community engagement.

BACR AND OUSD ("Partner") agree to work together to implement projects with the support of Fellows. **Fellows can only serve on contracted activities approved by AmeriCorps and California Volunteers and must abide by Federal guidelines for AmeriCorps program implementation.**

The objectives of the program are as follows:

- Partner will be able to report measurable outcomes of SSC Performance Measures, including: 1) Climate Education for Adults and Youth; 2) Climate Action Projects; 3) Community Outreach; and 4) Volunteer Engagement, developed collaboratively by the Parties.
- Fellows will develop a practical skill set and expertise in climate change management at the community level.
- Communities served by Partner will increase community participation in local climate action needs and projects, and report a change in behavior to better protect the environment.
- Partner agrees that any Fellows assigned to the Partner will only participate in the activities described in the mutually agreed upon Scope of Work. The Scope of Work will be completed within 45 days of the Fellow being assigned to the site.

Fellows may raise resources directly in support of Partner's service activities.

Examples of fundraising activities Fellows members may perform include, but are not limited to, the following:

- (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- (5) Seeking donations from alumni of the program for specific service projects being performed by current members.

Fellows may not:

- (1) Raise funds for living allowances or for an organization's general (as opposed to

project) operating expenses or endowment;

(2) Write a grant application to AmeriCorps or to any other Federal agency.

(3) Spend more than 10% of their term of service performing fundraising activities.

In addition to only serving on contracted performance measure service activities, the following activities are prohibited (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
6. 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;
7. 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 proselytization;
8. Providing a direct benefit to:
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or a substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described above;
9. Conducting a voter registration drive;
10. Providing abortion services or referrals for the receipt of such services; and
11. Such other activities that the Corporation for National and Community Service (CNCS) may prohibit.

SSC Fellows, like other private citizens, **may** participate in the above-listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps and Sustainability Service Corps logos **must not** be worn while doing so.

Per Federal guidelines and BACR policies, the Sustainability Service Corps Fellowship must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

1. BACR and Partner will comply with Equal Opportunity Employment guidelines.
2. BACR and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of Fellows with disabilities unless the accommodation would impose an undue hardship on the program operations.
3. BACR and Partner will endeavor to accommodate the sincere religious beliefs of Fellows to the extent such accommodation does not pose an undue hardship on the Organization's operations.
4. BACR and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

5. BACR, as the implementing agency of the program, is the only party that can write up or terminate a Fellow. Partners must work with SSC staff to address disciplinary issues, but cannot issue a warning or terminate a Fellow themselves.
6. BACR, as the implementing agency, supports the Fellows through BACR's Human Resources Department, People and Culture (P&C). Partners who want to involve Human Resources for disciplinary concerns or accommodations must defer to BACR People and Culture. Partner's HR department can work with BACR People and Culture, but cannot address HR concerns without including BACR.

Scope of Services

BACR will perform the following services:

General Program Responsibilities

1. BACR will recruit and screen Fellow(s).
2. Conduct mandatory background checks prior to the Fellows' start date.
3. Provide the living stipend bi-weekly (7th and 22nd of each month).
4. Assign a Regional Supervisor to support Partner site and Fellow during the term of service.
5. Provide clear guidelines to Fellows regarding program regulations and expectations.
6. Work to support and guide Fellows, addressing any concerns that might develop during the service year.
7. Work to provide support and guidance for Partners, addressing any concerns that might develop during the service year, in conjunction with SSC staff and CV.
8. Provide HR support through BACR's People and Culture department.
9. BACR provides Workers' Compensation and General Liability insurance for all SSC Fellows.
10. BACR reserves the right to terminate a SSC Fellow for cause at its sole discretion. Under no circumstances may partner sites terminate or release a fellow from their service term. Any performance or conduct concerns must be reported to BACR, which will handle all disciplinary actions in alignment with program policy.
11. **BACR reserves the right to remove SSC Fellows from Partners should the placement become unsuitable or unsafe for Fellows or Partners violate the terms of this MOU. BACR will make reasonable attempts to address and appropriately mitigate concerns with Partners.**

Expectations for Regional Supervisor (BACR staff)

1. Offer monthly check-in meetings, email support, professional development resources, and conflict resolution (if needed).
2. Provide virtual supervision meetings attended by Fellow(s), Site Supervisor, and the Regional Supervisor.
3. Conduct two (2) Fellowship performance reviews which include surveys completed by Partner site and Fellow. Debrief conversations over the results of the review will be facilitated by the Regional Supervisor.
4. Define metrics for the Fellow, including: 1) Climate Education for Adults and Youth; 2) Climate Action Projects; 3) Community Outreach; and 4) Volunteer Engagement, developed collaboratively by the Parties.

Fellow Responsibilities

1. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
2. Complete at least 170 hours, and no more than 340 hours, of training through dedicated SSC Fellow training, development, and service days.

- a. If a Fellow is unable to complete the expected number of hours by the end date in their contract (i.e. Member Service Agreement) due to allowable unforeseen circumstances that disrupt their term they may, at the discretion of BACR and Partner, be allowed time to complete their hours at Partner site, or at another approved agency.

The last day Fellows are eligible to earn hours for the 2025-26 program year will be September 30, 2026.

3. Serve an average of 40 hours per week for 11 months, serving a minimum of 1,700 total hours. Fellows must consistently strive for an average of 40 hours per week of service. Fellows cannot serve part-time hours with the intention of not completing the program.
 - a. If BACR is not able to secure an adequate number of placement sites to allow all Fellows to be placed in a 1,700 hour term, they may be offered a shorter term (e.g. 1,200 hours or 900 hours) depending on availability. SSC staff will reach out to impacted Fellows to coordinate term lengths if/when these circumstances occur.
4. Participate in days of national service, including, but not limited to: Martin Luther King, Jr. Day of Service.
5. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Section I above.

Partner Requirements, Responsibilities, and Expectations

In order to provide a clear and well-defined service experience for participating Fellows, Partner shall meet and uphold the following requirements to host a Fellow:

Partner Responsibilities:

1. Interview and select Fellows from the pool of pre-screened and qualified candidates provided by SSC staff. Partner staff must make time to meet with candidates and select Fellows who will be a good fit for the program and their site.
 - a. Cannot select SSC Fellows who are related to any employees of Partner who are in the supervision chain or would be working with the Fellow.
2. Identify one staff fellow to act as the "Site Supervisor" (SS) for the project who will act as the point person for both the Fellows and SSC staff. SS must understand and agree to follow all program requirements and expectations. Partners are responsible for communicating with their intended Site Supervisor about AmeriCorps regulations, program scope, and requirements.
3. **Follow BACR's disciplinary procedure** for the Fellow(s), if necessary, which includes verbal warnings (up to two issued by the Site Supervisor to the Fellow(s) and reported to the Regional Supervisor), a written Performance Improvement Plan signed by all Parties (includes clear expectations and consequences for improvement within a minimum of two weeks), and a final review by BACR before terminating the Fellow(s).
4. **Prohibit all forms of discrimination and harassment** based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. Partners must be free from all forms of discrimination and harassment as articulated in the [AmeriCorps Program Civil Rights and Non-Harassment Policy](#).
5. For those situations where it is determined teleservice is appropriate or when a number of a Fellow's service hours can properly be accrued through teleservice;
 - a. Teleservice is appropriate only when the activity can be meaningfully supervised and hours verified independently. Additionally, Fellows **must live within the community they are serving through teleservice**. If it is determined that Fellows will be allowed to teleserve, Partner must provide an established agreement.

- The agreement must state that Fellows **cannot** perform teleservice full-time; only **hybrid** (part-time teleservice, part-time in-person) will be approved.
 - The agreement must specify an in-person schedule with a set location, including a minimum of one **in-person meeting per week**.
- b. Remote service - where the Fellow **is not located** within the commuting area of the geographic community where the service is to occur and is not expected to be physically present at the service site and/or community events, is **not allowed**.
 - c. Virtual service site - organizations with no physical location are **not allowed**.
6. Provide an office location for Fellows to meet, with adequate professional workspace for at least one (1) day of on-site, in-person service each week. At a minimum, this includes a desk, workspace, computer, bathrooms, adequate break areas, a private meeting space for Regional Supervisor check-ins, and other workplace essentials for Fellows to support the intended project. Ensure that the site and workplace are accessible to individuals with disabilities if needed.
 7. Provide at least one (1) specific climate action project that aligns with SSC's AmeriCorps objectives that the Fellow(s) can support and accomplish during their term of service. Initiatives must be well-defined, approved for implementation, and include specific emissions, water, waste, or energy reduction, and/or education, community outreach, or capacity-building targets.
 8. Provide workplace safety training and personal protective equipment, review of emergency procedures, and safety equipment as applicable to the Fellow's service. Provide an on-site first aid kit. Provide specialized training, support, and resources for high-risk safety duties (e.g., operating equipment) or hazardous conditions. It is strongly encouraged that fellows serving with site-specific staff are trained in basic first aid and CPR. SSC will provide this training to fellows during their orientation.
 9. Adhere to Cal/OSHA's [heat illness prevention standards](#) when duties and/or job worksites are outdoors.
 10. Provide a site-specific email address to Fellows for communication throughout the term.
 11. Must provide an average of 40 hours of project work each week throughout the program term that is focused on district climate action within the parameters of the site's approved project. **Administrative tasks are not allowed**.
 12. Familiarize Fellows with the host organization's culture, resources, and project scope, including safety procedures and protocols.
 13. Publicly display "AmeriCorps Member Serving Here" sign, provided physically and digitally by Program staff.
 14. If Partner allows Fellows to drive vehicles owned/leased by the organization, Partner will assume liability for any auto accidents.

Expectations for Site Supervisors

Site Supervisors (SS) are the primary coaches and managers for SSC Fellows throughout the program. They guide, direct, and evaluate Fellows in all service projects and professional development, and are responsible for Fellows on a day-to-day basis.

Each SS should expect to spend an average of **4 hours per month per Fellow**. With guidance from the team at BACR, each SS must commit to the following:

1. Complete a draft Scope of Work within 45 days and onboarding checklist before the Fellows' term.
2. Meet weekly with Fellows, for at least one hour, to direct their service projects. This Fellowship is a professional development program and not a job. Many Fellows are new workforce entrants with limited professional experience. Site Supervisors are strongly encouraged and may be required to meet more frequently with their Fellows, depending on the needs of each individual. Site Supervisors are expected to play an active role in each Fellow's professional development. They should expect to provide coaching

- throughout the term, in addition to the regular direction for service projects.
3. Complete monthly verbal reporting to BACR via Regional Supervisor check-in meetings, indicating whether progress is being made on the initiatives and how the Fellow(s) is integrating into the workplace and advancing their professional development goals.
 4. Manage Fellows' service hours and timesheets, including verifying on a bi-weekly basis, with support from SSC staff.
 5. Provide time for Fellows to complete all program requirements, separate from their service projects. At a minimum, this will include 170 hours of training and professional development (10% of their SSC Fellowship term), including 3-6 hours of training provided by BACR staff each month, University of California Climate Stewards coursework (or equivalent) for a total of 40-50 hours of live classes and asynchronous coursework, and other professional development training. **Monthly training provided by BACR is typically held on the second Friday of each month from 9:00 AM - 5:00 PM.** Training and professional development hours provided by BACR and Partner site cannot exceed 340 hours or 20% of their term.
 6. Provide feedback on the Fellow(s)' performance: two times a year, fill out and submit an evaluation form to provide feedback on Fellow activities, performance, and professional development goals.
 7. Attend all training, monthly meetings, and information sessions organized by SSC before and during the program term. At a minimum, this will include a 1-hour monthly check-in with SSC Fellows and SSC staff.
 8. Commit to working with fellows to complete their timecards by the 15th and 30th of each month and approve all fellow timecards by the 16th and 1st of each month.
 9. Seek opportunities to integrate Fellows' professional goals into project activities.
 10. As appropriate, facilitate Fellows' transition at the end of their service term by introducing Fellows to relevant colleagues and networks.
 11. **If the Site Supervisor changes during the program term, outgoing SS will complete the transfer process provided by BACR with incoming SS.**

Reporting and Collective Impact Responsibilities

Support BACR's tracking and collection of project metrics by offering data on specific outcomes or greenhouse gas reduction targets;

In order to support success, realize the Fellowship's desired collective impact, and assist with demonstrating California's commitment to service, Partner shall:

1. Advance community climate goals by developing defined project scope(s) to be completed before the service term. Defined scopes shall:
 - a. Ensure service activities are consistent with the defined scope and aligned with Program goals.
 - b. Keep SSC staff apprised of project developments and/or challenges, redefine project scope(s) and goals as necessary, and specify Fellow roles in advancing projects.
 - c. Identify climate action and education or outreach targets, tracking, and reporting methods.
2. Support broader storytelling and collective impact by
 - a. Supporting any additional project reporting as requested by SSC staff.
 - b. Allowing BACR to share all reporting results with California Volunteers for required grant reporting.
 - c. Sharing climate action activities and outcomes through social media and press as appropriate and tagging BACR, Sustainability Service Corps, and CV communications teams where relevant.

Key Officials

The individuals listed below are identified as key personnel considered essential to the project being performed under this Agreement.

For BACR

Job Title: Director of National Service
Name: Adolfo Rivera
Address: 11175 San Pablo Ave, El Cerrito, CA 94530
Phone Contact: (510) 559-5550
Email Contact: arivera@bayac.org

For Host Agency:

OUSD Center *1 Fellow

Job Title Sustainability Manager, Custodial and Nutrition Services
Name Nancy Deming
Address 2850 West Street, Oakland, CA 94608
Phone Number 510-290-4875
Email Contact nancy.deming@ousd.org

For Legal Notices to 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

No change in key officials will be made by either BACR or Host Agency without written notification thirty (30) days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

Other Requirements

1. Not displace Partner staff or volunteers through the use of Sustainability Service Corps Fellows, nor have Sustainability Service Corps Fellows perform any services or duties that would supplant the hiring of employed workers.
2. Not offer the Sustainability Service Corps Fellow part-time work that is substantially similar to their Fellowship scope of work, nor offer them full-time employment with a start date prior to the Service Term end date.
3. If challenges arise (related to professionalism, work performance, managing expectations, etc.), provide specific written feedback to the Fellow and share it with SSC staff in a timely manner. SSC staff can then assess the challenges and intervene as needed. Partners cannot issue warnings or terminate Fellow(s). BACR, as the implementing agency, must be involved in all performance-related conversations.
4. As applicable to project activities and SSC Fellow roles, Partner is required to follow local, state and/or federal health guidelines to ensure appropriate COVID-related training, resources, and safety measures for Fellows and to avoid placing them in unsafe conditions or asking them to conduct activities without appropriate safety management protocols in place.

Reimbursable Expenses

BACR does not cover expenses related to the service. All service-related expenses, including

mileage expenses for SSC Fellows traveling for their regular service, are the responsibility of the Partner. Fellows must be reimbursed within 30 days of submitting a reimbursement request to the Partner.

Publicity and Acknowledgment(s)

Subcontractor must obtain permission from BACR at marcom@bacr.org prior to publicizing quotes, videos, pictures, and any other media associated with services performed under this Agreement or of BACR staff, volunteers, board fellows, or program participants and their families.

MATCHING FUNDS

PARTNER will provide BACR with \$31,000.00 per Fellow, also known as the "Host Agency Match." PARTNER will receive an invoice one (1) month prior to the scheduled payment date of the matching funds. Timely payments of invoices are required. Failure to pay invoices will result in a re-evaluation of the partnership, and if payment cannot be resolved, the cancellation of Fellow placements at the Partner site.

Matching payments are required by California Volunteers and are used throughout the year for AmeriCorps Member stipends, benefits, training, and programmatic costs.