



FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the “Agreement”) is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 (“FoodCorps”) and **Tupelo Public Schools –Growing Healthy Waves**, which is in the state of **Mississippi**, Tax ID: **64-6001141**.

RECITALS

A. FoodCorps connects kids to healthy food in school, so they can lead healthier lives and reach their full potential. In partnership with AmeriCorps, FoodCorps operates a service program that places emerging leaders into limited-resource schools for a year of service. The FoodCorps program is built on three evidence-based areas of service that support healthy school food environments: 1) Hands-On Learning 2) Healthy School Meals and 3) Schoolwide Culture of Health.

B. Tupelo Public Schools-Growing Healthy Waves Service Site is a public school district that desires to partner with FoodCorps in Mississippi by facilitating FoodCorps programming within such state.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purpose of Agreement

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

2. Definitions

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

3. Service Site Requirements. Service Site Requirements are outlined in **Exhibit B**, which is legally incorporated into this Agreement. Service Site further agrees as follows:

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

3.1.2 FoodCorps Requirements, Policies and Procedures the terms of which are legally incorporated into this Agreement, and within the FoodCorps Handbook. Site supervisors

will receive a hard copy of the FoodCorps Handbook during their state-wide site supervisor training in June/July 2019.

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

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

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

3.2.2 Service Site agrees to timely completion of all required payment forms regarding the program service fee, and timely pay the \$7,500 program service fees for which Service Site is responsible.

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

3.2.4 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either Compelling Personal Circumstance or termination, a portion of the Program Service Fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 School Memorandum of Understanding. Service Site must ensure that a School MOU, included in **Exhibit C**, is signed by an authorized school representative for each school to which the FoodCorps service member is assigned.

3.4 Additional Service Site Obligations. Service Site further agrees as follows:

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

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

3.4.4 Service Site must provide or ensure, as applicable, a safe and accessible work space for service members, which includes making every reasonable effort to ensure that the health

and safety of service members are protected during the performance of their assigned duties. The Service Site shall not assign or require service members to perform duties that would jeopardize their safety or cause them to sustain injuries.

- 3.4.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site and School Orientation Checklists in the FoodCorps Handbook.
- 3.4.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.
- 3.4.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of FoodCorps Service Members, including but not limited to:
 - Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
 - Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
 - Personnel changes at the Service Site that result in a new staff member being appointed as Service Site Supervisor.

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

- 4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- 4.3 FoodCorps' ability to operate the Program, and its ability to provide Service Members to serve in

the FoodCorps State, is dependent on the levels at which CNCS approves FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee placement of any particular number of Service Members regardless of targets, or replacement of members who are suspended, terminated, or who resign.

- 4.4 Service Sites may conduct fundraising activities to support the Service Member program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Service Sites may not conduct fundraising efforts that duplicate or compete with those of FoodCorps.
- 4.5 FoodCorps welcomes advice and suggestions from Service Sites in good faith; however, FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole arbiter of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

- 5.1 Term. The effective date of this Agreement is the last date on which it is signed. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for "compelling circumstances," as defined in the FoodCorps Handbook.
- 5.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until such Service Member(s) have completed their required number of service hours or have formally withdrawn or been released from the program.
- 5.3 Mutual Agreement. Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 Material Breach. Either party hereto may terminate this Agreement upon a material breach by the other of the terms of this Agreement.
- 5.5 Service Site Breach. If the Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7)

days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.

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

6. Recordkeeping and Reporting.

- 6.1 Service Site agrees to maintain such records and accounts, and make available such reports and investigations concerning matters involving Service Members and the Program as FoodCorps, FoodCorps or CNCS (e.g., in the event of an audit) may require. Such records shall include but not be limited to a copy of this Agreement, records relating to program service fees, and reports; and
- 6.2 Service Site agrees to respond to and submit required programmatic reports to FoodCorps within the time frames reasonably set by them.

7. Independent Contractors

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

8. Confidential Information

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

further use of it; and

(c) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

9. Insurance; Limitation on Liability; Indemnification

Select *ONE* of the options for the 9.1 section of this agreement.

Option A: Check to select ☐

9.1a Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

Option B: Check to select ☐

9.1b Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

9.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.

9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and FoodCorps and their officers, directors, employees, and members to the fullest extent of the law from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

10. General Provisions

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

- 10.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.3 Assignment. Neither this Agreement nor any other rights or obligations hereunder shall be assigned or delegated by either party.
- 10.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 10.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- 10.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.
- 10.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

* * * * *

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

Service Site Supervisor (Print Name)

Signature

Date

Authorized Service Site Rep. (Print Name)
If different than above

Signature

Date

Authorized FoodCorps Rep. (Print Name)

Signature

Date

EXHIBIT A

Definitions

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

Program: A national public service program conducted by FoodCorps to connect kids with healthy food in school, pursuant to which Service Members complete a year-long term of stipended AmeriCorps service, during which time they serve to foster the creation of healthy school food environments on behalf of children in limited-resource communities. The Program may also be referred to in this Agreement as the “FoodCorps program”.

FoodCorps Handbook: A comprehensive document that describes the responsibilities of Service Members, Service Sites and FoodCorps within the FoodCorps Program.

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

Service Site: Service Sites are the entities within a FoodCorps State—schools, school districts, or community-based nonprofit organizations focused on health, education, and/or food systems—at which Service Members perform their Term of Service. Service Sites report directly to FoodCorps.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

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

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

EXHIBIT B

Service Site Requirements

Thank you for your interest in partnering with FoodCorps as a service site!

The upcoming service term will run August 1st, 2019 – July 15th, 2020.

FoodCorps' mission is to work with communities to connect kids to healthy food in school. We partner with community organizations, school districts, and schools who play a critical role in fulfilling this mission and directly support service members on implementing high quality programming. 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 annual in-person state gatherings.

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

SERVICE SITE INVESTMENTS

FoodCorps and AmeriCorps invest over \$40,000 per member in order to place and support well trained emerging leaders in schools across the country. In return for their full-time 1,700 hours of service, FoodCorps requires the following investments from each service site:

- ✓ Pay an annual program service fee of \$7,500 per service member to FoodCorps*
- ✓ Provide transportation or reimburse mileage expenses for any necessary travel that members incur during service hours, not including their daily commute between home and service
- ✓ Provide service members with a safe workplace that includes consistent access to a computer, phone, printing and general office supplies
- ✓ Provide or assist service members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps service activities

SITE SUPERVISOR RESPONSIBILITIES

Service sites must appoint one staff member to act as the lead service site supervisor. The site supervisor will be the primary point of contact between the service site and FoodCorps. The site supervisor must be identified prior to the start of the service term and they will be required to fulfill the following responsibilities:

- ✓ Attend a mandatory in-person Site Supervisor Training during summer 2019
- ✓ Actively participate in service member recruitment and selection processes for their site
- ✓ Meet with school leaders to review the FoodCorps Menu & Action Plan and complete the first page prior to member arrival
- ✓ Conduct weekly check-ins with each member to provide individualized coaching and support
- ✓ Approve weekly timesheets and ensure members stay on track to serve a minimum of 1,700 hours
- ✓ Complete a formal mid-term and end-of-term evaluation for each service member
- ✓ Adhere to all AmeriCorps rules and regulations
- ✓ Release service members for various required national and state-based trainings
- ✓ Work towards sustainability of programming through multi-year planning and annual goal setting

**FoodCorps' continued investment in improving the quality of program materials, member training, and site support may necessitate increased service fees in future program years. FoodCorps will explore options that reflect our commitment to equity, diversity, and inclusion.*

SCHOOL PARTNERSHIP REQUIREMENTS

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

- ✓ Service members may be assigned to a maximum of 2 schools, one of which must include elementary grade levels. Members may not be assigned to serve high schools.
- ✓ Partnering schools must be of high-need, where at least 50% of the student population is eligible for free or reduced price lunch or an equivalent measure (such as community eligibility).
- ✓ Partnering schools must complete a formal MOU process and directly engage with FoodCorps state and national staff.

PROGRAM REQUIREMENTS

Site supervisors and school staff must structure FoodCorps service so that each member can successfully meet the following requirements:

- ✓ **Hands-on Learning** - The FoodCorps service member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden. Members must teach a minimum of 80 students in grades K-8 for 10+ instructional hours over the course of their service term.
- ✓ **Healthy School Meals** - The service member must maintain a regular presence as a positive role model in the school cafeteria throughout the week.
- ✓ **Schoolwide Culture of Health** - The service member must lead an introduction to FoodCorps presentation for school staff in August or September. They should also be included in school health/wellness/garden committee(s), if such teams exist.
- ✓ Each service member must complete the following program evaluation requirements:
 - o Administer a pre- and a post- Vegetable Preference Survey with one group of students in 2nd grade or above
 - o Submit a Healthy School Progress Report in the Fall for any schools that are new to FoodCorps, and in the Spring for all schools
 - o Provide ongoing information through submission of weekly Reporting & Reflection Logs

EXHIBIT C

2019-20 School Memorandum of Understanding

This memorandum of understanding is entered into between FoodCorps and _____ School. FoodCorps partners with local organizations and schools to create nourishing environments for students to eat, learn, and grow. This document outlines mutual expectations to ensure a healthy and impactful partnership between FoodCorps and the School. Please review the following information in full, and sign below.

FoodCorps and the School understand that:

FoodCorps Service Program:

The FoodCorps program is built on three evidence-based areas of service that support healthy school food environments: 1) Hands-On Learning 2) Healthy School Meals and 3) Schoolwide Culture of Health. FoodCorps will place a full or part time Service Member at the School with the expectation that they report for _____ days per week to deliver FoodCorps programming. Service will start on _____ and run through _____.

- Prior to the start of service, the School agrees to review the FoodCorps Menu & Action Plan and outline their goals and a plan for the delivery of programming in each area of service.
- The School agrees to provide a minimum of 30 minutes for the Service Member to provide an Introduction to FoodCorps presentation for all school staff within the first two (2) months of the school year. Wherever possible, food services and school maintenance or janitorial staff should be included in the training.
- Hands-on Learning: The School will ensure the FoodCorps Service Member has a regular schedule (see example schedules) that includes ongoing access to instructional time with consistent groups of students in grades K-5. FoodCorps lessons will begin by week _____ of the school year.
 - At a minimum, FoodCorps Service Members 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.
 - Service Members should spend the first several weeks observing skilled teachers to learn about the instructional approaches and goals of the School.
 - The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, while Service Members deliver hands-on lessons.
- Healthy School Meals: FoodCorps sees the cafeteria as a learning opportunity to develop lifelong healthy eating habits and positive social skills.
 - The School will support the FoodCorps Service Member's efforts in the cafeteria by introducing them to cafeteria staff and providing access to the necessary facilities.
 - The Service Member's schedule 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, healthy cafeteria community.
- Schoolwide Culture of Health: School staff members will actively participate in the annual completion of the Healthy School Progress Report, a research-based tool that assesses opportunities and tracks changes to the school food environment over the course of the school year.
 - The Healthy School Progress Report must be completed twice in a school's first year with FoodCorps, with baseline submissions due by Oct. 31st and end-of-year submissions due on May 31st. Returning schools must complete their annual Healthy School Progress Report by May 31st.

- FoodCorps Service Members should be invited to organize, lead, or participate in already scheduled school events to connect the school community to healthy food (e.g. Family Cooking Nights, Open House, Back to School Night).
- FoodCorps hands-on learning classes should be incorporated into the school's educational program, and should not be treated as an opportunity that students must earn. 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.

AmeriCorps:

The FoodCorps Service Member assigned to your school will be an AmeriCorps member contracted by FoodCorps. As an AmeriCorps public service program, FoodCorps must adhere to rules and requirements including, but not limited to, the following:

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

Supervision:

The FoodCorps Site Supervisor, in partnership with the FoodCorps Program Coordinator/Manager, is responsible for supervision and support of the Service Member.

- The School agrees to contact the Site Supervisor and Coordinator/Manager 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 Service Member at the School:
_____ (name), _____ (role).

Their responsibilities include, but are not limited to, the following (see appendix A for a complete description of this role):

- Introducing the Service Member to the school community and providing an orientation to school policies and procedures as described in the School Orientation checklist.
- Inviting the Service Member to attend relevant staff trainings, school meetings, and events for school staff and otherwise treating the Member as part of the school community
- Establishing and supporting the Service Member to maintain a regular schedule that meets the programming requirements listed above.
- Ensuring that the Service Member 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

FoodCorps staff members will conduct a minimum of two (2) annual site visits, which may include observation of the FoodCorps Service Member and meetings with school-based staff. FoodCorps staff may conduct additional visits to the School with donors or other partners.

Training: FoodCorps provides trainings, conferences, and professional development opportunities to Service Members throughout the year.

- The School is responsible for providing the Service Member with an orientation to the school community that includes school rules, policies, and procedures to ensure the safety of the Service Member and students at the School (see appendix B for the School Orientation Checklist).
- The School must allow and plan for the release of Service Members for all required FoodCorps related training activities, including but not limited to state trainings and Mid-Year Gatherings. In all possible cases, Service Members will provide the School with at least one week advance notice of an absence for scheduled trainings.

Safety:

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

- FoodCorps provides background checks for all Service Members 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 start of service.

School Name _____

School Principal or Administrative Leader Name _____

School Principal or Administrative Leader Signature _____ Date _____

School Advisor Name _____ Email Address _____

School Advisor Signature _____ Date _____

Food Services Representative Name _____

Food Services Representative Signature _____ Date _____

Service Site Supervisor Name _____

Service Site Supervisor Signature _____ Date _____

FoodCorps Staff Name _____

FoodCorps Staff Signature _____ Date _____