



FoodCorps Site Agreement

This Site Agreement (the "Agreement") is entered into by and between FoodCorps, Inc., a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 ("FoodCorps") and Fayette County Public Schools which is a public school district in the state of Kentucky ID: 61-6001059.

RECITALS

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

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

1. Purpose of Agreement

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

2. Definitions

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

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

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

- 3.1.1 FoodCorps Requirements, Policies and Procedures. Site must comply with FoodCorps requirements, policies, and procedures included in the FoodCorps

Handbook. The FoodCorps Handbook is incorporated by reference into this Agreement. Site Supervisors will receive access to the FoodCorps Handbook during their supervisor training.

- 3.1.2 **Prohibited Activities Rules.** Site understands that the FoodCorps Handbook outlines the rules that prohibit the Site and FoodCorps AmeriCorps Members from engaging in certain activities (as amended, modified or supplemented from time to time, collectively the "Prohibited Activities Rules"). The Prohibited Activities Rules may be modified from time to time by AmeriCorps or FoodCorps in writing (including by email). The Prohibited Activities Rules are incorporated by reference into this Agreement. Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities Rules, and to use commercially reasonable efforts to ensure that FoodCorps AmeriCorps Members understand and comply with the Prohibited Activities Rules.
- 3.1.3 **Nondisplacement in Hiring.** In conjunction with the Site Requirements, Site agrees that it will comply with the federal regulations duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Site shall not displace an employee, position, or volunteer (other than a FoodCorps AmeriCorps Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Site's participation in the FoodCorps Program or Site's utilization of any FoodCorps AmeriCorps Member.

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

- 3.2.1 3.2.1 Unless otherwise agreed to in a writing signed or confirmed by both parties, Site must pay FoodCorps the Site Fee within 30 days of receipt of the invoice. FoodCorps will send Site its invoice in November.
- 3.2.2 No part of the Site Fee may be raised by or through the efforts of a FoodCorps AmeriCorps Member.
- 3.2.3 Should a FoodCorps AmeriCorps Member exit prior to End Date outlined in Exhibit A, due to either compelling circumstance (as outlined in the FoodCorps Handbook) or termination of this Agreement in accordance with the terms of this Agreement, a portion of the Site Fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 **Program Obligations.** Site must comply with the obligations set forth in Exhibit C. Site is responsible for providing this Agreement, including Exhibit C and the FoodCorps Handbook to all staff who need to know and understand the contents of such agreements.

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

- 3.4.1 Site is responsible for supervision and support of FoodCorps AmeriCorps Member(s) assigned to Site
- 3.4.2 It is the responsibility of Site to ensure that emails sent by FoodCorps whether sent directly by employees and agents or through Salesforce are designated as approved senders and that site supervisors receive such emails. In addition, it is the responsibility of Site to ensure that FoodCorps AmeriCorps Members have access to google.com, paylocity.com, concur.com, toolshed.foodcorps.org, and foodcorps.my.site.com and others as requested by FoodCorps from

computers at the Site as access is required in connection with their daily activities.

- 3.4.3 Site shall not make any offer or promise relating to an existing or potential FoodCorps AmeriCorps Member's compensation or benefits.
- 3.4.4 Site shall not employ, recommend for employment, or otherwise facilitate the employment of FoodCorps AmeriCorps Members for any commitment that would interfere with their full-time FoodCorps activities, or prior to 60 days from the end of the Term, as defined in their respective FoodCorps AmeriCorps Member contracts and in the FoodCorps Handbook.
- 3.4.5 Site must provide or ensure, as applicable, a safe and accessible work space for FoodCorps AmeriCorps Members including consistent access to a computer, phone, internet, printing and general office supplies, and storage space for program materials. This requirement also includes making every reasonable effort to ensure that the health and safety of FoodCorps AmeriCorps Members are protected during the performance of their assigned duties. Site may not assign or require FoodCorps AmeriCorps Members to perform duties that would jeopardize their safety or cause them to sustain injuries.
- 3.4.6 Site agrees to complete the Site Planning Process (as defined in Exhibit A) in collaboration with FoodCorps to document their long-term goals, their annual plan for programming, and the progress monitoring tool prior to the Start Date outlined in Exhibit A
- 3.4.7 Site will ensure that FoodCorps AmeriCorps Members are properly and fully oriented to any and all of their program environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the FoodCorps AmeriCorps Member in that environment. Please refer to the Site, School, and Food and Nutrition Services Orientation Checklists in the FoodCorps Handbook. Site will also review the Site Plan (as defined in Exhibit A) with the FoodCorps AmeriCorps Member within the first quarter of the Term.
- 3.4.8 Site is responsible for and must properly supervise, control, and safeguard its premises, processes, or systems. To that end, Site agrees that it will not permit FoodCorps AmeriCorps Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their programming.
- 3.4.9 Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or program environment of the FoodCorps AmeriCorps Members, including but not limited to:
 - i. Any unusual incident, occurrence or event that involves the Site staff, volunteers or officers, or the FoodCorps AmeriCorps Member, including but not limited to, the death or serious injury of any Site staff or FoodCorps AmeriCorps Member; the arrest of any Site staff or FoodCorps AmeriCorps Member; possible criminal activity on the part of any Site staff or FoodCorps AmeriCorps Member; destruction of

property by any Site staff or FoodCorps AmeriCorps Member; significant damage to the physical facilities of the Site; or other matters of a similarly serious nature; and

- ii. Any circumstance in which the FoodCorps AmeriCorps Member will not report to their school or site for more than five regularly scheduled days. These circumstances could include illness, injury, or requests for time off.
- iii. Site personnel changes that result in a new staff member being appointed as Site supervisor or school advisor.

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

- 4.1 The parties acknowledge and agree that FoodCorps AmeriCorps Members are not employees or agents or independent contractors of FoodCorps or Site. FoodCorps AmeriCorps Members are a separate federal designation – AmeriCorps volunteers.
- 4.2 Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Site or otherwise.
- 4.3 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Site's administration of the Program within the FoodCorps State confers no rights onto Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- 4.4 FoodCorps' ability to operate the Program, and its ability to provide FoodCorps AmeriCorps Members to serve in the FoodCorps State, is dependent on the levels at which AmeriCorps funds FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than AmeriCorps. 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 FoodCorps AmeriCorps Members within the FoodCorps State. Site understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of FoodCorps AmeriCorps Members regardless of targets or (b) replacement of FoodCorps AmeriCorps Members who are suspended or terminated or who resign.
- 4.5 Site may conduct fundraising activities to support the Site Fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc.). Prior to commencing any fundraising activities related to the Site Fee in which Site intends to raise \$1,000 or more, Site must notify FoodCorps in advance of launching such fundraising activities.
- 4.6 FoodCorps welcomes advice and suggestions from Site, but FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole owner of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

- 5.1 **Term.** The effective date of this Agreement is the last date on which it is signed by all parties. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date (as defined in Exhibit A); or (b) the date on which all FoodCorps AmeriCorps Members serving in the FoodCorps State complete their Terms (the "Completion Date"); provided, however, that FoodCorps and Site may mutually agree on an earlier Completion Date in the event that a particular FoodCorps AmeriCorps Member's Term is exceptionally long as a result of the suspension of their Term for compelling circumstances (as that term is defined in the FoodCorps Handbook).
- 5.2 **Extension of Term.** In the event any one or more FoodCorps AmeriCorps Members under the Site's direction do not complete their required number of hours (as specified in the FoodCorps AmeriCorps Member Contract) by the term End Date, this Agreement shall remain in effect until all FoodCorps AmeriCorps Members have completed their required number of hours or have formally withdrawn or been released from the program.
- 5.3 **Mutual Agreement.** Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 **Material Breach.** Either party may terminate this Agreement for cause with immediate effect if the other party does not fulfill an obligation under this Agreement or if the other party violates any term or condition of this Agreement and such failure or violation is not cured, if curable, within 30 days after delivery of written notice of such failure or violation.
- 5.5 **Site Breach.** If Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Site on notice of such violation and Site agrees to work diligently to reconcile the violation. Should Site fail to cure the violation within seven days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 **Effect of Termination.** Upon expiration or earlier termination of this Agreement, Site's rights under this Agreement to use the Program will terminate and the parties will be relieved of their respective further obligations under this Agreement except the rights and obligations under this Agreement that expressly survive termination or expiration. In cases where a FoodCorps AmeriCorps Member leaves before the End Date, FoodCorps will reimburse Site a pro rate portion of the Site Fee at a rate based on the date of exit and the amount of hours reported (outlined in detail in the FoodCorps Handbook) as long as neither negligence on the part of Site or violations by Site of its obligations under this Agreement are the reasons for the exit by FoodCorps AmeriCorps Member.
- 5.7 The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Site under this Agreement, including any rights to use

FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Site.

6. Recordkeeping and Reporting

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

7. Independent Contractors

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

8. Background Checks

- 8.1 FoodCorps provides background checks for all FoodCorps AmeriCorps 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 the start of the Term.

Any additional background or health checks required of FoodCorps AmeriCorps Members by the Site must be facilitated and paid for by the Site.

9. Confidential Information

- 9.1 "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 9.2) considers confidential or proprietary. "Confidential Information" includes all information received by Site from FoodCorps related to this Agreement or the Program. "Confidential Information" does not include information that the Receiving Party (as defined in Section 9.2) can

demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives (as defined in Section 14(b)); (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

- 9.2 In connection with this Agreement, each party (for purposes of this Section 9, the "Disclosing Party") may disclose or make available its Confidential Information to the other party to the extent permitted by law (for purposes of this Section 9, the "Receiving Party"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will:
- i. not use or permit to be used the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement.
 - ii. protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
 - iii. not disclose the Disclosing Party's Confidential Information except to its directors, officers, employees, consultants, or legal advisors ("Representatives") who: (a) have a need to know for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9; and (c) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.
 - iv. be responsible for ensuring its employees', consultants', and legal advisers' compliance with, and be liable for any breach by such individuals of this Section 9.
- 9.3 At the Disclosing Party's request, the Receiving Party shall return or destroy, as requested, the physical materials containing or relating to the Disclosing Party's Confidential Information, without retaining any copies. In the event of default under this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek Injunctive relief in addition to any other remedies, including (without limitation) damages.
- 9.4 Each party's confidentiality obligations under this Section shall survive the expiration or termination of this Agreement for so long as such information received by the Receiving Party remains "Confidential Information."
- 9.5 The Family Educational Rights and Privacy Act (FERPA), 20 USC Sec 1232g, applies to education records of individual students held by Fayette County Public Schools. If FoodCorps AmeriCorps Members have access to personally identifiable education records, FoodCorps AmeriCorps Members shall not disclose them to anyone. FoodCorps, Inc and FoodCorps Members shall comply with all applicable statutes and rules related to FERPA and educational records.

10. Insurance; Limitation on Liability; Indemnification

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

Option A: Check to select

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

Option B: Check to select

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

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

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

11. General Provisions

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

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

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

* * * *

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

SITE [Fayette County Public Schools]	FOODCORPS: FoodCorps, Inc.
Signature _____	Signature _____
Print Name Houston Barber _____	Print Name _____
Title Deputy Superintendent Fayette County Public Schools _____	Title _____
Date _____	Date _____

521
7-23-24

[Handwritten Signature]
M.O.T. 7-30-24

THE UNDERSIGNED SITE SUPERVISOR HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT.

Signature Tresine T Logsdon

Print Name Tresine T Logsdon

Title Sustainability Coordinator

Date 7/08/2024

EXHIBIT A

Definitions

FoodCorps Handbook: A comprehensive document that describes the responsibilities of FoodCorps AmeriCorps Member, Site, and FoodCorps within the FoodCorps Program.

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

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

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

FoodCorps AmeriCorps Member: AmeriCorps members commit to serve as AmeriCorps volunteers in the FoodCorps Program pursuant to a contract with FoodCorps ("FoodCorps AmeriCorps Member Agreement"). FoodCorps AmeriCorps Members are not "employees" or "apprentices" or typical volunteers but are in a separate federal category of "AmeriCorps volunteers." They are paid a stipend during their term (but not wages). They are also eligible to receive an education award in return for their term.

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

Site Planning Process: The Site Planning Process is collaborative between the Site and FoodCorps' Impact and Partnership Lead. The Site Plan consists of three components: 1) Multi-Year Goals, 2) Annual Planning, and 3) Progress Monitoring. Multi-Year Goals support the development of longer term district goal/s and creates a roadmap for how to reach them through yearly objectives. Annual Planning supports planning out the next year of the Program. The Progress Monitoring Tool gathers baseline information to monitor progress over time and help guide FoodCorps approach to providing programming and support. The Site Plan is the resulting document.

Site Supervisor: Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the

day-to-day performance and is the primary Site contact for FoodCorps.

Term: The period of time during which a FoodCorps AmeriCorps Member serves in the FoodCorps program, as agreed upon in the FoodCorps AmeriCorps Member Agreement. As contemplated by this Agreement, the FoodCorps AmeriCorps Member Term will start on August 19, 2024 with training and orientation. Programming will not start earlier than September 1, 2024. The term will be at least 1700 hours, which is expected to be completed between the Start Date September 1, 2024 and the End Date July 31, 2025.

EXHIBIT B

Site Requirements

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

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

Site Requirements

FoodCorps and AmeriCorps invest over \$75,000 per member in order to place and support well-trained, emerging leaders in schools across the country. In return for 1700 hours, FoodCorps requires the following investments from each site:

- ✓ Pay an annual partnership fee of \$5,000 plus \$9,250 per member to FoodCorps.¹ Sum total \$42,000 for four full-time FoodCorps Members.
- ✓ Reimburse mileage expenses for any necessary travel that members incur during program hours, not including their commute between home and site.
- ✓ Provide FoodCorps AmeriCorps members with a safe workplace that includes a dedicated work space and consistent access to a computer, internet, phone, printing and general office supplies.
- ✓ Provide or assist FoodCorps AmeriCorps members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps program activities.

Site Supervisor Responsibilities

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

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

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

District Partnership

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

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

Programmatic Support

Site Supervisors and district/school staff must collaborate with FoodCorps to develop an annual action plan for each FoodCorps AmeriCorps member to successfully meet their 1700 hours while supporting district goals.

- ✓ FoodCorps programming must be structured so that each FoodCorps AmeriCorps member can successfully meet at least one of the following requirements [Choose One]:
 - ⇒ *Food Education-focus*: The FoodCorps member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden to a minimum of 80 students in grades K-8 for 10+ instructional hours during their term.
 - *School Nutrition-focus*: The FoodCorps members must actively contribute to initiatives and projects that lead to changes to the district or school menu in alignment with site and district goals.
- ✓ All sites must participate in and support FoodCorps AmeriCorps member participation in data collection, reporting, and other program evaluation efforts.

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Overview of Timeline

- October** FoodCorps Member Application launches
- March-May** FoodCorps Member Selection
- Summer** Site Supervisors attend required FoodCorps training (dates vary)
- August-July** FoodCorps' Program Year

EXHIBIT C

Program Obligations: Food Education

Site: Fayette County Public Schools
Site Supervisor Name and Position: Tresine Logsdon, Sustainability Coordinator
Site Supervisor Email: tresine.logsdon@fayette.kyschools.us
Site Supervisor Phone: 859-619-0642

Participating Schools

Arlington Elementary
Cardinal Valley Elementary
Lansdowne Elementary
Millcreek Elementary
Northern Elementary

Rise STEM Academy for Girls
Tales Creek Elementary
William Wells Brown Elementary

List for Each Location:

See Appendix A

School Name _____

School Principal or Administrator Name, Role: _____

School Principal or Administrator Email: _____

School Principal or Administrator Phone: _____

See Appendix A to list additional schools

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

FoodCorps Program

FoodCorps will place a full time FoodCorps AmeriCorps Member at the School with the expectation that they report to 5 days per week to deliver FoodCorps programming. Programming at the School will start on September 2nd 2024 (no earlier than Sept 1, 2024) and run through June 13th 2025 (no later than July 31, 2025).

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

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

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

- At a minimum, FoodCorps AmeriCorps Member(s) must teach or co-teach the same classes totaling at least 80 students for a minimum of 10 hours over the course of the school year.
- FoodCorps AmeriCorps Member(s) should spend the first several weeks observing skilled teachers to learn about the instructional approaches and goals of the School.
- FoodCorps lessons will begin by the end of September *at the latest*.
- The teaching schedule must include a minimum of 12 teaching blocks (30-45 minutes) per week.
- The presence and engagement of a credentialed adult, preferably the classroom teacher, is required while FoodCorps AmeriCorps Members deliver hands-on lessons.
- FoodCorps hands-on learning classes should be incorporated into the school's educational program, not an earned opportunity. FoodCorps takes a responsive approach to student behavior

and asks that students not be excluded from FoodCorps programming due to behavioral issues during other parts of the school day.

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

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

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

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

AmeriCorps

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

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

Supervision

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

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

- **See Appendix A to list school advisors**

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

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

Site Visits

FoodCorps staff members will conduct a minimum of three (3) annual site visits, which may include observation of the FoodCorps AmeriCorps Member(s) and meetings with school-based staff. FoodCorps staff may request to conduct additional visits to the School with donors or other partners.

Training

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

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

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

Safety

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

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

The School must provide FoodCorps AmeriCorps Member(s) with up-to-date training and information regarding the health and safety protocols for the school. These must adhere to the latest state and local

health department guidelines related to COVID-19. The School will support Foodcorps AmeriCorps Member(s) to adhere to these protocols.

APPENDIX A

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Additional School & School Advisors Information

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School Name: <u>Arlington Elementary</u>	
School Administrator Name: <u>Lizette Rogers</u> Role: <u>Principal</u> Email: <u>lizette.rogers@fayette.kyschools.us</u> Phone: <u>859-381-3030</u>	School Advisor Name: <u>Kristen Blaker</u> Role: <u>Art Teacher</u> Email: <u>kristen.blaker@fayette.kyschools.us</u> Phone: <u>859-381-3030</u>

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School Name: <u>Cardinal Valley Elementary</u>	
School Administrator Name: <u>Kevin Disney</u> Role: <u>Principal</u> Email: <u>kevin.disney@fayette.kyschools.us</u> Phone: <u>859-381-3340</u>	School Advisor Name: <u>Adonya Boyle</u> Role: <u>Science Lab Teacher</u> Email: <u>Adonya.Boyle@fayette.kyschoos.us</u> Phone: <u>859-381-3340</u>

School Name: <u>Lansdowne Elementary</u>	
School Administrator Name: <u>Jennifer Fish</u> Role: <u>Principal</u> Email: <u>jennifer.fish@fayette.kyschools.us</u> Phone: <u>859-381-3500</u>	School Advisor Name: <u>Melissa McDaniel</u> Role: <u>Curriculum & Instructional Coach</u> Email: <u>melissa.mcdaniel@fayette.kyschools.us</u> Phone: <u>859-381-3500</u>

School Name: <u>Millcreek Elementary</u>	
School Administrator Name: <u>Jodi Johnson</u> Role: <u>Principal</u>	School Advisor Name: <u>Perry Swack</u> <u>Nicole Markel</u> Role: <u>Teacher</u>

Email: <u>jodi.johnson@fayette.kyschools.us</u>	Email: <u>perry.swac@fayette.kyschools.us</u>
Phone: <u>859-381-3527</u>	Phone: <u>859-381-3527</u>

School Name: <u>Northern Elementary</u>	
School Administrator	School Advisor
Name: <u>Rachel Butler</u>	Name: <u>Nydia Higgins</u>
Role: <u>Principal</u>	Role: <u>Family & Youth Resource Center Coordinator</u>
Email: <u>rachel.butler@fayette.kyschools.us</u>	Email: <u>nydia.higgins@fayette.kyschools.us</u>
Phone: <u>859-381-3541</u>	Phone: <u>859-381-3541</u>

School Name: <u>Rise STEM Academy for Girls</u>	
School Administrator	School Advisor
Name: <u>Cynthia Bruno</u>	Name: <u>Kristen Witt & Lilly Frazier</u>
Role: <u>Principal</u>	Role: <u>Innovation Specialist & MakHERspace Teacher</u>
Email: <u>cynthia.bruno@fayette.kyschools.us</u>	Email: <u>kristen.witt@fayette.kyschools.us</u> <u>lilly.frazier@fayette.kyschools.us</u>
Phone: <u>859-381-4720</u>	Phone: <u>859-381-4720</u>

School Name: <u>Tates Creek Elementary</u>	
School Administrator	School Advisor
Name: <u>Carrie Paul</u>	Name: <u>Casey Simpson</u>
Role: <u>Principal</u>	Role: <u>PE/Health Teacher</u>
Email: <u>carrie.paul@fayette.kyschools.us</u>	Email: <u>casey.simpson@fayette.kyschools.us</u>
Phone: <u>859-381-3606</u>	Phone: <u>859-381-3606</u>

School Name: <u>William Wells Brown Elementary</u>	
School Administrator	School Advisor
Name: <u>Ebony Hutchison</u>	Name: <u>Sharee Doyle</u>
Role: <u>Principal</u>	Role: <u>Classroom Teacher</u>
Email: <u>ebony.hutchison@fayette.kyschools.us</u>	Email: <u>sharee.doyle@fayette.kyschools.us</u>
Phone: <u>859-381-4990</u>	Phone: <u>859-381-4990</u>

School Nutrition Primary Contact

Site: Fayette County Public Schools
Site Child Nutrition Supervisor Name and Position: Michell Coker/Wendy Yates
Email: michelle.coker@fayette.kyschools.us wendy.yates2@fayette.kyschools.us
Phone: 859-381-3839

This document outlines mutual expectations to ensure an impactful program. Site is responsible for ensuring that FCPS Child Nutrition Director, School Cafeteria Manager and all necessary staff where a FoodCorps AmeriCorps Member will work receives a copy of this, including this Exhibit C,

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

AmeriCorps

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

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

Site Visits

FoodCorps staff members will conduct a minimum of three (3) annual site visits, which may include observation of the FoodCorps AmeriCorps Member(s) and meetings with district-based staff. FoodCorps staff may conduct additional visits to the District with donors or other partners.

Training

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

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

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

Safety

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

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

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