

AMERICORPS SCHOOL AND COMMUNITY IMPROVEMENT PROGRAM OPERATING SITE AGREEMENT

AGREEMENT between the Notre Dame Mission Volunteers (hereinafter referred to as NDMV) and _____ (hereinafter referred to as OPERATING SITE)

This AGREEMENT is effective September 1, 2013.

SECTION I: PURPOSE

This agreement sets forth the terms and conditions for the operation of *NDMV's AmeriCorps School and Community Improvement Program* with the Operating Site.

The purpose of *NDMV's AmeriCorps School and Community Improvement* program is to promote human dignity, self-esteem, and self-determination through education. We seek to build community among our members as well as the people we serve by reaching out across culture and class to help people to help themselves. Our goal is to promote and encourage education, community empowerment, leadership development, and multicultural harmony in our communities.

SECTION II: PROJECT DESCRIPTION

The primary goal of the project is to address the educational needs of disadvantaged youth and their families. *NDMV's AmeriCorps School and Community Improvement Program* serves disadvantaged youth and their families through its partner affiliates that operate educational and family support programs serving children, assisting adults in G.E.D. and E.S.L., conflict resolution, parental involvement, and job and life skills training.

AmeriCorps members provide academic support in schools (pre-K - 12). They may be placed as trainers and aides in after-school enrichment activities, including reading, math and science programs, arts- and sports-related literacy programs, and family literacy programs. Other AmeriCorps members may also assist in instruction of basic computer and internet skills, computer-based language proficiency, basic education, and employment readiness skills, enhancing computer literacy, educational levels, and employment potential for both youth and adults.

The activities proposed under this agreement constitute the scope of the work, which is to be accomplished by the Operating Sites.

SECTION III: DUTIES AND RESPONSIBILITIES

- A. This program will be conducted in accordance with the most recent AmeriCorps Regulations and Provisions, the Notre Dame AmeriCorps Program Manual, the AmeriCorps Provisions and **attached budget and objectives** submitted to NDMV and the Corporation for National and Community Service by the Operating Site. To fulfill the program purpose as described in Section I, the Operating Site and NDMV hereby agree to the following:

Notre Dame Mission Volunteers

NDMV shall provide the following services to the Operating Sites in fulfillment of this AGREEMENT:

1. Support for AmeriCorps Members through technical assistance and training.
2. One formal annual site visit from a National Office representative to provide monitoring, technical assistance, training, and guidance.
3. Technical assistance through written, telephone, and Internet communications.
4. Monitoring of Partnering Sites in collaboration with local site directors.
5. Samples of reporting and evaluation instruments for use by staff and Members for continuous improvement.
6. Centralized budgeting and financial services for the purposes of grant responsibilities, payroll, audit, health insurance, workers compensation, liability insurance, etc.

Operating Site

- A. The National Office shall assign an Operating Site Director responsible for the day-to-day management and administration of this program. The Operating Site is responsible for providing supervision for all AmeriCorps Members and for their member development and training. See enclosed job description.

- B. Reporting Requirements

Monthly Reimbursement Requests. The Operating Site shall submit monthly reimbursement requests to the Finance Office at the National Office, due within ten days after the end of each month. Monthly reimbursement requests must be verifiable and tied to the Operating Site's internal accounting system. The Operating Site must maintain adequate supporting documentation for all reimbursement requests and provide original receipts to NDMV as needed and requested. *Furthermore, Operating Sites must have a system to separately track match funds for the program and have valid documentation of match to support contributions/expenditures, e.g., timesheets, in-kind vouchers, receipts, invoices, leases, etc.*

The Operating Site shall also submit semiannual Progress Activity Reports. The Progress Activity Report provides details on program accomplishments and progress on program objectives.

Quarterly Reports. The National Office shall submit Periodic Expense Reports as required by the national grant.

Staff Timesheets. The Operating Site shall submit staff timesheets on a monthly basis to the National Office.

- C. Member Time and Attendance Sheets/Time Logs. Operating Sites must document and monitor member hours of service. AmeriCorps member timesheets, signed by the member and an operating site authorized official, must be maintained as support documentation in each member file. Operating Sites must carefully review member timesheet data, checking for math errors and ensuring that timesheets are original, whiteout and pencil are not used, and corrections are initialed. Operating Sites review member timesheet data printed from BWBRS bi-weekly. After making a copy of the timesheets for their own records, the Operating Site Director will send signed timesheets to the National Office on a monthly basis.
- D. Member citizenship eligibility and background checks must be maintained at the National Office. Operating Site is required to submit to the National Office written documentation

of citizenship (birth certificate and state photo ID, or passport) and criminal history check for each member.

- E. Health and child care member enrollment verification requirement. The Operating Site is required to submit copies of benefit enrollments at the startup of member's term. Additionally, the Operating Site is required to notify the National Office when there is a change in member status. Please note that the Operating Site is responsible for any overpayments made to the insurance and/or childcare provider on behalf of any members the Operating Site fails to exit from the system at the time they leave or complete their terms.
- F. Enrollment and Exit of members. The Operating Site is required to submit to the National Office all required documents for enrollment and exit of members. (See NDMVA Program Manual) Members must be enrolled in BWBRS within thirty days of the program start date and exited within thirty days of the program end date.
- G. Operating Site is required to maintain written documentation (sign-in sheets and agenda) of member attendance at all trainings, including orientation, mid-year training, and monthly or bi-weekly trainings.
- H. Communication Protocol. Operating Sites shall submit all requests for information and technical assistance to the National Office, Executive Director. The Associate Director may be contacted by any and all operating sites as deemed necessary and appropriate.

SECTION IV: DURATION AND COMPENSATION

- A. This is a twelve-month contract effective on September 1, 2013
- B. Total contract amount shall not exceed \$__. From these funds the National Office will pay bi-weekly member stipends, staff salaries and related payroll taxes and fees. The balance will be disbursed on a monthly expenditure reimbursement basis. This amount is to support _____ program with a total of ___ full-time stipended AmeriCorps Members. Stipends are to be paid on a fixed amount in accordance with the member contract and not an hourly rate. **All other reimbursements will be based on timely submission of complete and accurate financial and programmatic reports.**
- C. The AmeriCorps grant will provide \$____. The Operating Site will provide the organization's match of \$___ and \$___ in-kind match as agreed to by the approved budget. The matching contributions for Member support costs (excluding health care) must be cash-match, non-federal funds (unless special permission is received).
- D. Program costs will be reimbursed to the Operating Sites in accordance with the approved budget. NDMV will pay program costs to the Operating Site in accordance with the following:
 - 1. Expenses for program operations as defined on the approved budget will be reimbursed upon the submission and acceptance of monthly reimbursement requests, program reports, and Members' time/attendance reports.
 - 2. If necessary, NDMV will provide a one-time advance against reimbursable expenses to cover the cost of Member support expenses.¹¹

¹ *This funding is subject to reduction to account for unexpended (unspent) funds from previous year(s).¹

3. The Operating Site must retain the financial and program records for seven (7) years after the final progress report or three years from the submission of the final FFR, whichever is later.
 4. The Operating Site shall keep a systematic and detailed record of all expenditures that relate to this grant.
 5. NDMV National Office reserves the right to periodically inspect the programmatic and financial records of the Operating Site in carrying out the obligation to the funder.
- E. Any amendments to the approved budget must be submitted to, and approved by, NDMV before expenditures can be made against it. Budget Modifications – All budget modifications should first be discussed with the Executive Director. Proposed budget modifications must be presented in writing to the NDMV Associate Director for approval. The Associate Director must approve the request in writing to the operating site before any expenditure can be made against the budget change.

SECTION V: EVALUATION

The Operating Sites will conduct periodic internal evaluations to ensure that their objectives are met and to measure the impact of their services in the community, as well as to achieve demonstrable results.

Operating Sites are to conduct mid-year and year-end evaluations of the AmeriCorps Members to ensure that they are achieving project objectives. Written documentation of mid-year and year-end member evaluations by the Site Director must be sent to the National Office to be maintained in the member files. Biweekly or monthly meetings with members should be conducted to review the number of hours that members have served toward the total hours of their service, the number of hours remaining to be completed, and the number of weeks remaining to complete those hours. These meetings should be documented and documentation should be kept in each member file.

NDMV and the Corporation for National and Community Service (CNCS) may conduct visits to Operating Sites to observe the program implementation of NDMV AmeriCorps School and Community Improvement Project. Discussions about the program may be held with staff, AmeriCorps Members, and members of the community.

SECTION VI: TERMINATION CLAUSE

This AGREEMENT may be terminated by NDMV at any time if:

- A. The Operating Site defaults in performance of this AGREEMENT if it fails to meet the terms of this agreement. Included in performance default would be the Operating Site's failure to make reasonable progress in the implementation of work for which it is responsible according to the program proposal, and fails to remedy the default within a period of thirty (30) days after receipt of a written notice from NDMV.
- B. The funding source for any reason terminates its funding to NDMV.

SECTION VII: DUTY TO COMPLY WITH LAWS

The Operating Site agrees to comply with all current applicable federal, state, and municipal laws, rules, and regulations and those that may be enacted throughout the duration of this contract. Furthermore, the AmeriCorps provisions and regulations herein attached shall serve as the governing guidelines for compliance by the Operating Site.

The following activities are prohibited for AmeriCorps members or staff of the Notre Dame Mission Volunteer Program, Inc. as a grantee of AmeriCorps funding. Grantee staff and members may not engage in any of the prohibited activities while charging time to the AmeriCorps program; accumulating service or training hours; or otherwise performing activities supported by the AmeriCorps program or Corporation:

1. Attempting to influence legislation, such as lobbying, organizing a letter-writing campaign to Congress, taking part in political demonstrations or rallies.
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. Projects that pose undue safety risks.
9. Assignments that displace employees.
10. Fundraising, including preparing grant proposals, performing other fundraising activities to support an organization's general operating expenses, and providing fund raising assistance to other community-based organizations that do not provide immediate and direct support to a member's approved direct service activity. (Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an acceptable direct service and provided that they are not the Program's primary activity or involve significant amounts of an individual member's time). Members cannot spend more than 10% of their originally agreed upon term of service engaged in fundraising activities.
11. Administrative work, unless it benefits the member's approved direct service activities.
12. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. labor union;
 - iii. partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and

- v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- 13. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- 14. Providing abortion services or referrals for receipt of such services; and
- 15. Such other activities as the Corporation may prohibit.

***Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

At no time may the Operating Site:

- 1. Engage in any activity that is illegal under local, state or federal law;
- 2. Engage in activities that pose a significant safety risk to others.

The Operating Site understands that non-compliance with these regulations can result in the termination of the agreement between Notre Dame Mission Volunteers and the Operating Site.

SECTION VIII: SIGNATURES

NDMV and the Operating Site acknowledge by their signatures that they have read, understood, and agreed to all terms and conditions of this AGREEMENT.

Operating Site Director's Name, Signature and Date:

Executive Director's Name, Signature and Date:

Notre Dame Mission Volunteer Program
5405 Loch Raven Blvd. _____
Baltimore, MD 21239