



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: October 3, 2023

TITLE: **Approval of Memorandum of Understanding with University of Arizona and AmeriCorps for AmeriCorps STEMM Program**

BACKGROUND:

The University of Arizona's, Department of Mathematics, Center for Recruitment and Retention of Mathematics Teachers received a grant from AmeriCorps in collaboration with the Arizona's Governor's Office for Youth, Faith, and Family. This AmeriCorps grant is called Student Thinking Enrichment through Mathematics Mentors (STEMM).

The program's goal is to provide FREE mathematics mentoring and tutoring to Arizona school children, especially in communities underrepresented in science, technology, engineering, and math (STEM). These services are provided via mentoring in person at schools, providing in person support during classroom instruction, and offering tutoring Monday through Sunday year-round over Zoom. AmeriCorps members include community members, university students, community college students, and high school seniors serving in their own communities across Arizona. Nash Elementary School will have a tutor daily working with their students. The term of the agreement will continue until August 31, 2024.

The MOU and addendum have been reviewed by General Counsel and Administration recommends its approval. The authorizations provided to school districts under Arizona state law allow the District to enter into this IGA with Governing Board approval.

RECOMMENDATION:

The Administration recommends that the Governing Board approve this MOU and addendum.

INITIATED BY:

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: October 2, 2023

Todd A. Jaeger, J.D., Superintendent

2023 Mentor Site Agreement
PROGRAM: AmeriCorps STEMM Program
P.O. Box 210089
Tucson, AZ 85721-0089

THIS AGREEMENT, made and entered into this Date is by and between the Arizona Board of Regents for and on behalf of University of Arizona, Department of Mathematics, CRR Program, AmeriCorps STEMM Program, hereinafter referred to as the "PROGRAM," and Site Name, hereinafter referred to as the "SITE." It is agreed by the aforesaid parties to be of mutual interest and advantage for selected AmeriCorps Members, hereinafter referred to as "MEMBER(s)," of the PROGRAM to be provided quality experiences in community service at the SITE.

I. MUTUAL RESPONSIBILITIES

A. PROGRAM and SITE shall at all times during the performance of this Agreement be and remain as independent cooperators and not as employees, agents, or joint ventures. Neither PROGRAM nor SITE personnel shall, by virtue of this Agreement, be entitled or eligible by reason of the contractual relationship hereby created to participate in any benefits or privileges given or extended by either party to its employees. The PROGRAM and SITE do not consider the MEMBER an employee of the SITE, but a MEMBER of the PROGRAM AmeriCorps Program.

B. PROGRAM shall maintain adequate insurance (through the State's Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of PROGRAM'S agents and employees arising out of the performance of this Agreement. PROGRAM shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of SITE'S employee's or agents.

SITE shall maintain adequate insurance to cover any liability arising from the acts and omissions of SITE'S employees or agents arising out of the performance of this Agreement. SITE shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of employees of PROGRAM.

C. To the extent applicable by Federal, State and Local laws, all the parties to this agreement

agree to comply with laws prohibiting discrimination.

AmeriCorps 2023 Site Mentor Agreement

D. The rules and regulations of the SITE shall be applicable to the assigned MEMBERS.

PROGRAM shall notify MEMBERS that they are responsible for following the policies, rules and regulations of SITE.

E. Neither the SITE nor PROGRAM will use the name of the other party or its employees in any publicity or advertising material without prior written consent.

II. PROGRAM RESPONSIBILITIES

The PROGRAM shall:

A. Initiate the application process. This includes:

- 1) Development of application;
- 2) Advertisement/recruitment;
- 3) Distribution and gathering of applications; and
- 4) Re-distribution of appropriate applications to agencies.

B. Provide comprehensive Orientation Training for MEMBER(s).

C. Enroll MEMBER(s) in childcare and health insurance programs when eligible.

D. Provide MEMBER(s) and agencies with general information on an ongoing basis.

E. Provide FBI background check in compliance with the National Service Criminal History Check.

F. Provide mediation and conflict resolution, as needed.

G. Serve as a liaison between the Governor's Office and AmeriCorps.

H. Provide training and technical assistance to the SITE and the MEMBER(s).

I. Provide evaluation tools and reporting mechanisms to AmeriCorps and the Governor's Office.

J. Provide forbearance information and National Service Trust forms to MEMBER(s).

K. Track MEMBER(s) hours through time sheets. Track number of hours spent in training and fundraising activities. MEMBERS may not exceed 10% of total hours spend in fundraising activities. MEMBERS may not exceed 20% of total hours in training activities.

L. Provide living allowance distribution and Workers Compensation through University of Arizona

M. Other additions as deemed necessary at a later date.

III. SITE RESPONSIBILITIES

The SITE shall:

Fiscal Management –

A. Provide a cash match of for each AmeriCorps STEMM Member placed with your organization as follows:

Full-Time (1700 Hour) Member 1 x \$17,600 = \$17,600 and 17.1% ERE = \$3009.60

You have been awarded:

MEMBER(s) 1 x \$17600 + \$3009.60 = \$20,609.60

Please pay the total of \$20,609.60 directly upon placement of the member(s). Make checks payable to AZ Board of Regents/University of Arizona, AmeriCorps STEMM Program. Additional members or slot type changes on boarded at your site will be invoiced in alignment with the corresponding cash match amount(s) listed above.

B. Provide an in-kind match and report quarterly to the PROGRAM. Maintaining original documentation and forms for a five-year period after the end of MEMBER service.

C. Other financial requirements may be added as an amendment to this agreement at a later date if contract requirements change with the Governor's Office and/or AmeriCorps.

D. Prior to commencing services under this Agreement, the SITE must furnish the State of Arizona, certification from insurer(s) for coverage in the minimum amounts as stated below:

Commercial General Liability: with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc.

Form CG25031185, used on an Occurrence basis, and endorsed to add the State of Arizona, Arizona Board of Regents/University of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for: Bodily Injury; Broad Form Property Damage

(including completed operations); Personal Injury; Blanket Contractual Liability; Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; Fire Legal Liability.

Business Automobile Liability: with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona, Arizona Board of Regents/University of Arizona as an Additional Insured with reference to this contract.

Member Supervision and Management –

E. Designate a “Host Site Mentor” utilizing the attached Site Mentor Agreement (Attachment A).

This MENTOR will be directly responsible for supervision of the MEMBER(s). Please provide the PROGRAM office with the name of the MENTOR.

F. Provide a minimum of 12 hours of site-specific training to the MEMBER within 30 days of their Start Date.

G. Provide assignments, tasks and projects for MEMBER(s) site and position objectives.

H. Meet at least every two weeks with MEMBER(s) to provide guidance, direction and mentoring opportunities.

I. Communicate with the PROGRAM office to discuss management issues, as needed.

J. MEMBER(s) must not take the place of SITE employees/staff members. MEMBER(s) must provide “hands-on” direct community service activities.

K. Provide general PROGRAM information to SITE staff where MEMBER(s) will be placed.

This includes: What is AmeriCorps?, What is the role of an AmeriCorps Member?, Who is the AmeriCorps host-site mentor?, and Who is/are the AmeriCorps Member(s)? PROGRAM staff will assist, if requested.

L. Assure that MEMBER(s) complete the appropriate number of service hours within a twelve-month period. All MEMBERS must complete their term of service within 365 days. When a MEMBER begins service later in the year, service must be completed within 365 days or by

August 31, 2024, whichever comes first.

M. Ensure that MEMBER(s) who are offered paid employment at SITE do not commence in a paid staff position until the term of service is completed.

N. Show and preserve evidence of service hours for MEMBER(s) for a period of five-years following agreement termination.

O. Ensure members who are working with vulnerable populations receive the appropriate background clearance for working with vulnerable populations without supervision. (This is in addition to SITE provided background check if needed by SITE).

P. Assure that MEMBERS do not engage in fundraising activities.

MEMBERS may not exceed 20% of total hours in training activities.

Q. Enforce the Prohibited Activities Guidance from AmeriCorps which states that “while MEMBERS are accumulating hours, or otherwise performing activities associated with Arizona AmeriCorps programs or the federal AmeriCorps agency, Staff, MEMBERS or any volunteers recruited or managed by MEMBERS may not engage in the following AmeriCorps prohibited activities:

- a. Any effort to influence legislation.
- b. Organizing or engaging in protests, petitions, boycotts or strikes.
- c. Assisting, promoting or deterring union organizing.
- d. Impairing existing contracts for services or collective bargaining agreements.
- e. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- f. Participating in, or endorsing, events or activities, which are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- g. 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. Providing a direct benefit to:

1. a business organized for profit;
2. a labor union;
3. a partisan political organization; or
4. an organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities; and/or
5. a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and,
6. an organization engaged in the religious activities described in G. above unless AmeriCorps assistance is not used to support those religious activities;
- h. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive; University of Arizona, AmeriCorps STEMM Program. Providing abortion services or referrals for receipt of such services; and,
- j. Such other activities as AmeriCorps may prohibit.

As of September 28, 2017, AmeriCorps State and National issued further guidance on the prohibited activities of providing abortion services and referrals.

Providing abortion services is limited to:

- a) Performing abortions.
- b) Being present in the room during an abortion in support of the woman or the procedure.
- c) Obtaining or providing medications to induce a medical abortion.

Referrals for abortion services are limited to:

- a) Scheduling or arranging for an abortion-related appointment, including any pre-procedure appointment required by law to obtain an abortion.

- b) Providing or organizing transportation for patients to obtain an abortion when the AmeriCorps member or assigning staff member has actual prior knowledge that the purpose of the visit is to obtain an abortion.
- c) Accompanying or providing translation services for patients obtaining an abortion.
- d) Providing counseling or support before or during the procedure, including explaining what the procedure will be like, explaining what's required to obtain an abortion in a given state, explaining or obtaining signed abortion consent forms from clients interested in abortions, negotiating fees or insurance coverage for a particular abortion, or other activity that promotes or encourages an abortion.
- e) Providing information such as the name, address, website, telephone number, or other relevant factual information (such as whether the provider accepts Medicaid, etc.) about an abortion provider.
- f) Promoting or encouraging use of abortion as a method of family planning.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. 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-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.”

Training –

R. Attend mandatory mentor orientation training to be provided by the PROGRAM. Encourage other site staff who will be working with the member to attend the training as well. All PROGRAM procedures will be discussed in detail at this training session.

S. Include MEMBER(s) in any SITE in-service training. Provide documentation for all training activities attended by MEMBER(s).

T. Ensure that MEMBER includes site-specific training activities on their time sheet and designates them as training hours so that those hours can be tracked. MEMBERS may not spend more than 20% of their hours in training activities.

Grants Management -

U. Complete surveys and/or other requests for feedback and data from the PROGRAM. These

instruments are designed to provide feedback regarding agency satisfaction with the PROGRAM and MEMBER as well as data for grant reporting to AmeriCorps.

V. MENTORs must review and sign time sheets every two weeks. Mentors should review monthly data collections, which document MEMBERs direct services and training activities.

W. Submit information requested for all quarterly reports on time.

X. Complete quarterly evaluations of MEMBER. The PROGRAM office will provide the forms.

Y. Host site-visits by PROGRAM, federal AmeriCorps agency, Governor's Office staff, Commissioners of the Arizona State Commission, and external evaluator. Every attempt will be made to give SITES a minimum of forty-eight-hour notice for a site-visit.

Z. Other Grants Management requirements may be added as an amendment to this Agreement at a later date if contract requirements change with AmeriCorps or the Governor's Office.

IV. GENERAL AGREEMENT

A. The term of this agreement shall commence on Date and will continue until August 31, 2024, unless either party shall notify the other in writing of its intention to terminate.

B. The PROGRAM, upon determination made in its sole discretion, shall give written notice to the director of the SITE of the specific area of non-compliance whereupon the SITE shall come into compliance within fifteen (15) days of notice. The PROGRAM, at its sole discretion, may extend the number of days within which the SITE shall come into compliance. Such an extension would be made upon evidence of good faith efforts by the SITE to come into compliance, including development and implementation of a written plan of action.

C. This agreement may be terminated under the following conditions:

Termination for Non-Compliance: If the SITE is unwilling to come into complete compliance within fifteen (15) days from notice or within an agreed upon period of time, the PROGRAM may terminate this Agreement and the SITE shall have no further right hereunder. The PROGRAM may terminate the contract with less notice in the case of an emergency, as determined by the PROGRAM. In the event of termination for non-compliance, the SITE

agrees that the PROGRAM, or its representative, may contract with other persons to perform the SITE's duties and responsibilities described in this Agreement.

Termination for Lack of Funds: The PROGRAM may, in its sole discretion, terminate the contract within twenty-four (24) hours written notice to the SITE because of lack of available funds, as determined by the PROGRAM.

Termination for Convenience: Upon giving thirty (30) calendar days written notice, either party may terminate this Agreement, in whole, for convenience and without penalty of further obligation.

D. Circumstances and amount for refund of payment

1. Should a member leave and AmeriCorps does not allow the member to be replaced, the following is the refund schedule for SITES:

University of Arizona, AmeriCorps STEMM Program MEMBER EXITS REFUND AMOUNT

First 30 days 75% refund

31-90 days 50% refund

90-180 days 25% refund

181 days or over No refund

2. Should SITES decide to not refill a vacant position AmeriCorps allows to be refilled, there will be no refund.

3. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To: PROGRAM:

University of Arizona, AmeriCorps STEMM
PROGRAM
P.O. Box 210089
Tucson, AZ 85721-0089
(520)621-6892

E. This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous oral and written proposals, negotiations,

representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party and attached and made a part hereof.

PROGRAM SIGNATURES SITE SIGNATURE

ARIZONA BOARD OF REGENTS for and on behalf of University of Arizona, AmeriCorps
STEMM PROGRAM

X

Print Name/Title

Signature Date

X

Dean, College of Science

University of Arizona

X

Melissa Hosten

Co-Director, Center for the Recruitment and Retention of Mathematics Teachers

Director, AmeriCorps STEMM Program

X MEMBERS

ATTACHMENT A

PROGRAM AMERICORPS

Site Mentor Agreement

Purpose: To ensure active, consistent and supportive supervision of each AmeriCorps Member based upon the Member's skill level.

The Site Mentor will:

1) Provide orientation and training to Member(s) regarding agency mission, goals, procedures, internal functions, services, and community demographics.

- 2) Assure that Member(s) receive appropriate number of service hours within a twelve-month period: All Members must complete their term of service within 365 days. When a member begins service later in the year, service must be completed within 365 days or by August 31, 2024, whichever comes first.
- 3) Attend Mentor Orientation meetings to ensure awareness of programmatic goals, objectives, and updated materials.
- 4) Prepare and complete reporting requirements and evaluation information in a timely manner.
- 5) Be available for site-visits a minimum of two-times per year.
- 6) Display AmeriCorps affiliation signage at Mentor site.
- 7) Support Member development by:
 - a) providing and documenting site-specific training;
 - b) providing and documenting periodic and specialized training;
- 8) Assist Member(s) in development of education goals, as necessary.
- 9) Contact AmeriCorps staff with concerns, questions, and progress of Member(s) throughout the service term.
- 10) Review and sign all time sheets affirming hours of service.

The above requirements will ensure quality supervision of each AmeriCorps Member.

I, on (date) agree to comply with each requirement listed above to ensure quality supervision of the AmeriCorps Member(s) who are placed under my mentoring guidance.

SITE Representative (Date)

AmeriCorps STEMM Program Director (Date)

**ADDENDUM TO 2023 MENTOR SITE AGREEMENT
BETWEEN THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
UNIVERSITY OF ARIZONA, DEPARTMENT OF MATHEMATICS, CRR PROGRAM,
AMERICORPS STEMM PROGRAM
AND AMPHITHEATER UNIFIED SCHOOL DISTRICT**

This is an Addendum to the 2023 Mentor Site Agreement (“Agreement”) between the Arizona Board of Regents for an on behalf of University of Arizona, Department of Mathematics, CRR Program, AmeriCorps STEMM Program (the “PROGRAM”) and Amphitheater Unified School District (the “SITE”) (collectively the “Parties,” with each individually being a “Party”). The Parties hereby agree as follows:

1. The Agreement may be cancelled if a conflict of interest is present as set forth in Arizona Revised Statutes (A.R.S.) § 38-511, the terms of which statute are deemed incorporated herein.
2. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration law and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party’s breach of the above-referenced warrant shall be deemed a material breach of the Agreement and this Addendum. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.
3. The Parties acknowledge and agree that the confidentiality of personally identifiable education records of the SITE’s students (“Student Records”) is protected and regulated by a federal law commonly referred to as the Family Educational Rights and Privacy Act (“FERPA”). The Parties agree that any disclosure or re-disclosure of Student Records shall be in compliance with the requirements of FERPA.
4. Notwithstanding any provision in the Agreement, the Parties agree that the PROGRAM shall be responsible for providing an FBI background check in compliance with the National Service Criminal History Check as part of the application process. Thereafter, the SITE shall be responsible for ensuring that members who are working with vulnerable populations receive appropriate background clearance for working with vulnerable populations without supervision, including, but not limited to, fingerprint clearance cards. The SITE is also responsible for providing any additional background checks, aside from the FBI background check in compliance with the National Service Criminal History Check provided by the PROGRAM, that may be needed for the member to obtain appropriate clearance.
5. The following is hereby added to the portion of Section III(D) of the Agreement governing Business Automobile Liability, replacing the previous portion of Section III(D) governing Business Automobile Liability in its entirety:

*Business Automobile Liability: with minimum limits of \$1,000,000
per occurrence combined single limit, applicable to claims arising
from bodily injury, death or property damage arising out of the*

ownership, maintenance or use of any auto in the course or scope of any covered person's employe for or at the SITE. The policy shall be endorsed to add the State of Arizona, Arizona Board of Regents/University of Arizona as an Additional Insured with reference to this contract.

5. The following is hereby added to Section III(Q)(h), replacing the previous Section III(Q)(h) in its entirety and creating Section III(Q)(i):

(h) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive.

(i) Providing abortion services or referrals for receipt of such services; and,

6. The following is hereby added to Section III(R), replacing the previous Section III(R) in its entirety:

R. Assure that MENTOR attends mandatory mentor orientation training to be provided by the Program. Encourage other site staff who will be working with the member to attend the training as well. All PROGRAM procedures will be discussed in detail at this training session.

7. The following is hereby added to Section IV(A), replacing the previous Section IV(A) in its entirety:

A. The term of this agreement shall commence on the date of the last signature on this Agreement and will continue until August 31, 2024, unless either party shall notify the other in writing of its intention to terminate in accordance with the provisions below.

8. The following is hereby added to Section IV(B), replacing the previous Section IV(B) in its entirety:

B. The PROGRAM, upon determination made in its sole discretion that the SITE is out of compliance with any aspect of this Agreement, shall give written notice to the director of the SITE of the specific area of non-compliance whereupon the SITE shall come into compliance within fifteen (15) days of notice. The PROGRAM, at its sole discretion, may extend the number of days within which the SITE shall come into compliance. Such an extension would be made upon evidence of good faith efforts by the SITE to come into compliance, including development and implementation of a written plan of action.

9. The following is hereby added to Section IV(C), replacing the previous Section IV(C) in its entirety:

C. This agreement may be terminated under the following conditions:

Termination for Non-Compliance: If the SITE is unwilling to come into complete compliance within fifteen (15) days from notice or within an agreed upon period of time, the PROGRAM may terminate this Agreement and the SITE shall have no further right hereunder. The PROGRAM may terminate the contract with less notice in the case of an emergency, as determined by the PROGRAM. In the event of termination for non-compliance, the SITE agrees that the PROGRAM, or its representative, may contract with other persons to perform the SITE's duties and responsibilities described in this Agreement. SITE may terminate this contract if PROGRAM is in non-compliance with any material term of this Agreement, upon giving 15 days notice and an opportunity, within that 15 days, to cure the non-compliance.

Termination for Lack of Funds: The PROGRAM or SITE may, in its sole discretion, terminate the contract within twenty-four (24) hours written notice to the SITE other party because of lack of available funds, as determined by the PROGRAM or SITE, as applicable.

Termination for Convenience: Upon giving thirty (30) calendar days written notice, either party may terminate this Agreement, in whole, for convenience and without penalty of further obligation.

10. The following is hereby added to Section IV(D), replacing the previous Section IV(D) in its entirety:

D. Circumstances and amount for refund of payment:

1. Should a member leave and AmeriCorps does not allow the member to be replaced, or should the SITE terminate this Agreement for non-compliance, the following is the refund schedule for SITES:

MEMBER EXITS REFUND AMOUNT

First 30 days: 75% refund

31-90 days: 50% refund

90-180 days: 25% refund

181 days or over: No refund

2. Should SITES decide to not refill a vacant position AmeriCorps allows to be refilled, there will be no refund.

11. The previous Section IV(D)(3), governing notice required or permitted under the agreement, shall be renumbered as Section IV(E).

12. The previous Section IV(E), governing the entirety of the Agreement and changes or modifications to the Agreement, shall be renumbered as Section IV(F).

Except as provided herein, all terms and conditions of the original Agreement shall remain unchanged and in full force and effect. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail. This Addendum shall become effective on the date of the last signature unless otherwise specified herein.

AmeriCorps STEMM Program

Amphitheater Unified School District

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____