

**Partner Site Agreement 2011-2012**

This Agreement is between the True North AmeriCorps, a program of the Duluth Area Family YMCA (hereafter referred to as the "Program") and

**Name of Organization \***

(hereafter referred to as the "Partner Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as the "Member") to the Partner Site for the purpose of performing service to enhance the future success of at-risk children by increasing the number of positive adults in their lives.

This Agreement will remain in effect for the period of September 1, 2011, through August 31, 2012, and is based on acceptance and approval of a Partner Site application which outlines service activities that meet the goals of the Program, to be performed by the Member.

**I. Partner Site Responsibilities**

The Partner Site agrees to meet the following requirements and responsibilities as outlined by the Corporation for National and Community Service (hereafter referred to as the "Corporation") and the Program:

**A. Eligibility**

The Partner Site must meet the following requirements to maintain positive status with the AmeriCorps program and to be eligible for future member placement. Eligibility for continued member placement does not guarantee continued participation in the program. The Partner Site agrees to:

- a) Evaluate member service impact and communicate with the Program concerning development and attainment of those measures and impact;
- b) Encourage and support Member efforts to develop and implement collaborative programs involving other members and Partner Sites to address youth needs in the community;
- c) Ensure adequate and safe work environments for the Member and provide appropriate materials and workspace for Member as outlined in I.C.2 "Work Space and Materials";
- d) Provide and maintain supervision and open communications with the Member;
- e) Develop service activities with the Member throughout the service year allowing for leadership development opportunities and support the member with their Semester of Service project;
- f) Allow and positively support Member time during the work week for on-site AmeriCorps related research, reporting and evaluative activities, off-site training, education, and development meetings as scheduled by the Program, and other relevant meetings or activities;
- g) Provide the Member with orientation to the Partner Site organization, including but not limited to mission, structure, expectations, space, staff, resources for support, personnel

policies, and procedures;

- h) Provide the Member with on-site training and involve the Member in appropriate staff meetings, retreats, and training events, including a minimum of two trainings of at least four hours each to help build skills specific to their service. These can include workshops, in-service training or conferences. Documentation of these two trainings along with the Additional Training sheet must be signed by the Member and Site Supervisor and submitted to the Program Coordinator;
- i) Complete evaluations of the Member service two times per year, to be submitted December 15th and June 15th, using the forms provided by the Program;
- j) Support the AmeriCorps Member Agreement and notify the Program immediately if the Member is in violation of their contract;
- k) Notify the Program immediately of any problems or concerns with the Member or their work (Staff and other resources are available to assist in resolving such challenges);
- l) Understand if for any reason the Member withdraws or is released from the Partner Site or the Program, there exists no guarantee of the assignment of another member;
- m) Participate fully as a partner of the Program by attending meetings, special events, displaying the AmeriCorps signage, promoting AmeriCorps through program and site public relations, and other activities as appropriate; and
- n) Attend Partner Site Supervisor orientation and mid-year training meeting.
- o) Host site visits conducted by the Program, twice yearly and additionally as required.

Review and approve timesheets and other documentation in a timely manner.

**Please initial to confirm your understanding and agreement to the Eligibility requirements.**

Initial \*

**B. Cash Match Payment**

The Partner Site is responsible for paying a Cash Match for each position awarded in these amounts:

<b>Position</b>	<b>Service Hours</b>	<b>Cash Match</b>
Full Time	1740 hours	\$4,500.00
Half Time	920 hours	\$2,400.00
Reduced Half Time	690 hours	\$1,800.00
Quarter Time	460 hours	\$1,200.00
Minimum Time	310 hours (intern)	\$125.00

Five 310 hour AmeriCorps internship positions will be available to certain Duluth area sites. The

selection process for these positions varies depending on the interns' needs and course requirements. A cash match of \$100 will be required for these positions.

Fifty percent of the cash match amount is due September 1, 2011. Failure to meet this deadline may result in the Program reassigning the position to another Partner Site.

The second half is due by January 15, 2012. Failure to meet this deadline will be reflected negatively in the 2012-2013 site selection process.

Payments not submitted by the contracted due date will accrue an additional charge of \$50 per payment. Payments will accrue an additional \$50 for each 30 day period unpaid.

Grant provisions from the Corporation for National and Community Service state that if AmeriCorps members leave their position before their term of service is ended, the Program is unable to fill that position with a new person if they have completed more than 30% of their hours. The Partner Site is responsible for the entire cash match amount regardless of whether the Member completes their term of service. If a Member is unable to complete their term of service, the Service Site may not be eligible for any reimbursement of the cash match.

**Please initial to confirm your understanding and agreement to the terms of Cash Match Payment**

Initial \*

**C. In-Kind Match**

**1. Member Supervision**

The Partner Site will assign a Site Supervisor, who will be responsible for assisting in member recruitment and daily member management including the following activities: scheduling, supervision, training, performance evaluation, compliance with ethical standards, and communication with Program staff. Costs related to supervisor of the Member must be reported monthly. Site Supervisors are required to attend two meetings per year to learn about AmeriCorps requirements and expectations.

**2. Work Space and Materials**

The Partner Site must provide the Member with a workspace which includes access to a computer, internet, office supplies, phone, fax, and all materials necessary to complete assigned task. Costs related to work space, materials, travel, and training provided by the Partner Site must be reported monthly. Receipts, invoices, or other proof of costs will be made available upon request of the Program or auditors. Reasonable accommodations to work space must be provided when required.

**3. Data Collection**

The Partner Site agrees to assist the Member with data collection, including but not limited to the collection of academic grades, the administration of surveys, and the accurate recording of tutoring and mentoring time, volunteers, and service projects. Data collection documents will be provided to the Member and the Partner Site along with instruction. The Partner Site is required to have appropriate data collection consents, signed by a parent or guardian, for every student evaluated on

file before any collection begins. The Partner Site will evaluate all consented youth taking part in programming.

4. Timely Reporting

The Partner Site understands that failure to complete cash match documentation on a monthly basis will result in an additional \$3,600 charge per Member assigned to the site.

**Please initial to confirm your understanding and agreement to the terms of the In-Kind Match.**

Initial \*

**D. Communication and Documentation**

1. Program Information

The Partner Site is responsible for tracking, archiving, communicating, and following through on all information presented at site visits, site supervisor meetings, future communications, and additional information shared by the Program regarding terms of placements, member rules of conduct, grievance procedures, prohibited activities, and all other program expectations and conditions.

2. Site Supervisor and Contact Information

The Partner Site is responsible for immediately informing the Program of any changes in the leadership of the Partner Site, either of the Site Supervisor or within the Site Supervisor's direct chain of supervision. The Partner Site will update contact information whenever a change is made.

3. Documentation

The Partner Site will maintain records, make reports, and submit any relevant documents required by the Program concerning matters involving the Member. This includes, but is not limited to, email, postal, and fax correspondence that may aid in the investigation of the Member's service and completion or termination. These records will be maintained for a period of five years.

**Please initial to confirm your understanding and agreement to the Community and Documentation requirements.**

Initial \*

**E. Legal Compliance**

1. The Partner Site will ensure that member(s) hosted by their organizations will not engage in the following prohibited activities in any manner during their service:

- 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 that 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 service 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 instruction or worship; or engaging in any form of religious proselytizing.
- h. Providing a direct benefit to:
  - i. a for-profit entity;
  - ii. a labor union;
  - iii. a partisan political organization; or
  - iv. an organization engaged in the religious activities as described above, unless member service does NOT support the religious activities.
- i. Voter registration drives.
- j. Providing abortion services or referrals for receipt of such services; and
- k. Other activities as the Corporation determines will be prohibited, upon notice to the Partner Site.

2. The Partner Site must verify that no jobs will be lost, no present employees will be replaced, and no hours of current employees will be reduced as a result of Member placement. The Partner Site may employ and compensate the Member for time spent above and beyond contracted AmeriCorps hours; however, the duties during this time and hours committed must be separate from AmeriCorps time and must be submitted in writing to the Program in advance.

3. The Member will not engage in or conduct any fundraising activities that support the Partner Site's general operating expenses, including financial campaigns, endowment drives, solicitation of gifts and bequests, and grant writing, or any political, or protest activities or activities of a religious nature, including religious instruction, worship services, or proselytizing.

4. The Member will not engage in ongoing administrative duties, including filing, photocopying, collating, mailing, unless these activities are directly related to the duties approved by the Program and supplement the Member's service activities.

5. The Member will not assist, promote, or deter union organization, as well as not violate the Hatch or Federal Anti-lobbying Acts.

6. The Partner Site will not discriminate against a member on the basis of age, ancestry, color, disability (non-job related), ethnicity, gender, national origin, political affiliation, religious creed, sexual orientation, and/or union membership. The Partner Site will comply with all Federal and State statutes relating to nondiscrimination, including but not limited to Title VI of the Civil Rights Act of 1994 (42 U.S.C., 2000d et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C., 1681 et. seq.), The Rehabilitation Act of 1973 (29 U.S.C. 701 et. seq.), The Age

Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.).

7. The Partner Site will follow the guidelines of the Drug Free Workplace Act.
8. The Member will not engage in activities that pose a significant safety risk.
9. The Partner Site will maintain a "workplace" free from sexual harassment.
10. Members must be released to aid in relief efforts related to natural or man-made disasters at the direction of program staff.
11. Other activities as the Corporation determines will be prohibited, upon notice to the Partner Site.

**Please initial to confirm your understanding and agreement to the Legal Compliance requirements.**

Initial \*

#### **F. Member Recruitment**

Recruitment is a joint responsibility between the Program and the Partner Site. Each will seek individuals with an interest in AmeriCorps service. It is the responsibility of the Program to ensure candidates meet the minimum qualifications outlined by the Corporation and it is the responsibility of the Partner Site to select an individual who will be the best fit for the organization.

The Partner Site must select the Member by September 15, 2011. Failure to meet this deadline may result in the Program reassigning the position to another Partner Site.

**Please initial to confirm your understanding and agreement to the Member Recruitment requirements.**

Initial \*

#### **G. Additional Requirements**

The Member provides direct service to community beneficiaries (individuals, families, and/or groups) while hosted and supervised by community or school based organizations. The Member is not an employee, intern, or volunteer of the Partner Site; they are participants in a national service program. The Member does not serve an organization; they serve the community through direct service supervised by the Partner Site. While Partner Sites are encouraged to integrate the Member into the overall staff as fully as possible, the Member activities must be very closely related to the activities described within the position description submitted upon application with the Program.

#### **H. Nonduplication**

Member service may not be used to duplicate services that are available in the locality of an

AmeriCorps program or project. Members cannot serve in a capacity that is the same or substantially equivalent to the activities provided by a state or local government agency in which the entity resides.

### **I. Nondisplacement**

The Partner site may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of member service in a project.

The Partner site may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual. A member may not perform any service or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee. The Member may not perform any services or duties, or engage in activities, that:

1. Will supplant the hiring of employed workers; or
2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures. The Member may not perform service or duties that have been performed by or were assigned to any:
  - a. Presently employed worker;
  - b. Employee who was recently reassigned or was discharged;
  - c. Employee who is subject to a reduction in workforce or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - d. Employee who is on leave (terminal, temporary, vacation, emergency or sick.
  - e. Employee who is on strike or is being locked out.

### **J. Nondiscrimination**

The Program is an Equal Opportunity/Affirmative Action program, providing equal opportunities to all those qualified without regard to factors such as race; color; national origin; sex; sexual orientation; religion; age; disability; political affiliation; marital or parental status; military service; or religious, community, or social affiliations. Reasonable accommodations provided upon request. The Partner Site will abide by this same policy when interviewing, selecting, and supervising the Member.

### **K. Compensation**

The Partner Site may not provide the Member with monetary compensation, beyond the living allowance provided by the Program, for AmeriCorps service hours. The Partner site may employ and compensate the member for hours beyond their AmeriCorps service only if the duties performed are entirely separate and do not overlap with AmeriCorps service time.

The Partner Site is encouraged, though not required, to support the Member with non-monetary benefits, including housing subsidization, meal per diem, and work-related mileage reimbursement.

**Please initial to confirm your understanding and agreement to the Additional, Nonduplication, Nondisplacement, Nondiscimination, and Compensation requirements.**

Initial \_\_\_\_\_

Signed \_\_\_\_\_

## **II. Program Responsibilities**

The Program agrees to meet the following requirements and responsibilities as outlined by the Corporation and the standards set by the Program and its fiscal host, the Duluth Area Family YMCA:

### **A. Member Placement and Support**

1. The Program's primary responsibility is the success the Member. The Program will provide the Member with the following:

- a) A living stipend, provided twice monthly, when the Member completes a minimum of 5 hours per week during each stipend period.
- b) A post-service education award when the Member completes their contracted hours.
- c) Orientation and in-service training on topics relevant to the service of the Member.
- d) Health Insurance if the Member is designated as full-time and qualifies for such coverage.
- e) Child Care assistance if the Member is full-time and qualifies for such coverage.
- f) Appropriate support in situations or life events that may delay or prevent the Member from successfully completing their service year.
- g) Appropriate support when a situation with the Partner Site or Site Supervisor prevents the Member from successfully completing their service year.
- h) Consistent communication.

2. The Program will make every effort to match the Member with a Partner Site that provides the best fit for qualifications, time commitment, and personal development goals.

3. The Program has the authority to dismiss or suspend the Member from the Program or the Partner Site for any reason in accordance with the rules of the Corporation. The Program may also reassign the Member to another Service Site or change the number of contracted service hours when necessary.

4. Upon written request and after all other disciplinary procedures have been followed by the Partner Site, the Program will consider holding the Member's living stipend or removing the Member from the Partner Site or the Program, in accordance with the Program's policies and procedures.



**B. Site Selection and Support**

- 1. The Program will select programs whose missions are aligned with the Program, the Program's fiscal host, and the Corporation and whose application for a Member shows significant work in improving the lives of at-risk youth through tutoring, community-based and afterschool mentoring, and volunteer mobilization.
- 2. The Program will provide support to the site in managing the Member, collecting evaluation data from all youth (with parental consent) attending programming, documentation as required by the Program, and developing appropriate duties and training opportunities for the Member.
- 3. The Program will provide two Site Supervisor trainings and two site visits per service year. A Partner Site may request additional training or meetings as required.
- 4. The Program will provide the Partner Site with relevant results from evaluation data analysis once this data has been reported to the Corporation.

**Please initial to confirm your understanding of the Program Responsibilities.**

Initial \_\_\_\_\_ Signed \_\_\_\_\_

**III. Statement of Understanding**

The Partner Site and the Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

This Agreement can be terminated by mutual agreement of the parties or by either party giving thirty (30) days written notice prior to the effective date of the termination. The Program may, with five (5) days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.


In witness whereof, the parties whose signatures appear below attest to having the authority to enter into such agreements.

**\*\*\* PRINT THIS PAGE FOR YOUR RECORDS \*\*\***

Partner Site Name \_\_\_\_\_ Signed by ISD709

Designated Supervisor \_\_\_\_\_ Signed by ISD709



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True North AmeriCorps Student Success Advocates  
**Partner Site Agreement Addendum for ISD 709 School Sites**  
**2011-2012 Service Year (September 1, 2011 – August 31, 2012)**

**PART ONE: School-Community Team**

Please complete the chart below with the organizations/individuals that your site plans to invite to be a part of your "school-community team." This team will convene regularly throughout the school year. **The School-Community Team pledges to work together to: address educational equity and excellence in our community; promote high school graduation; mobilize caring adult volunteers; create high-quality school day and out-of-school time activities; increase youth contribution through service & leadership opportunities; strengthen Community School partnerships; and prepare students for work, life, and post-secondary success.** Members of a School-Community team will vary site by site. Schools are encouraged to consider the following individuals as members of your team: Principals, Student Success Advocates, Reading Corps members, Data Coaches, Integration Specialists, AmeriCorps Supervisors/Internal Coaches, Service Learning Reps, Afterschool Program staff.

Organization/Program	Contact Name, Title/Affiliation and Phone/Email	Role/Resource/Responsibility

*Please continue list on back of this form if necessary.*

**PART TWO: 2011-12 True North AmeriCorps Partner Site Agreement**

All ISD709 school sites hosting Student Success Advocates are expected to fulfill the requirements outlined in that Agreement, with the exception of paying the cash match. The cash match for the True North AmeriCorps Student Success Advocates assigned to your school site will be paid for by the District (ISD709) not by the individual schools. Please sign below to confirm that your school site has reviewed the 2011-12 Partner Site Agreement and agrees to meet the Partner Site and Program responsibilities detailed therein.

School Name: \_\_\_\_\_

Principal Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please Print*

Site Supervisor(1): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please Print*

Site Supervisor(2): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(if applicable) Please Print*