



AmeriCorps Partnership to End Homelessness

— Making a Difference by Restoring Hope to the Homeless

The Servant Center AmeriCorps Partnership to End Homelessness Partnership Agreement with _____

PARTNER CONTRACT

I. General Considerations

This Agreement, entered into this 1st day of September, 2010, by The Servant Center (hereinafter referred to as TSC) and the agency listed above (hereinafter referred to as **Partner Agency**), serves as the agreement for placement of AmeriCorps member(s) in the Partner Agency as specified below. This agreement is void should the Partnership to End Homelessness (hereinafter referred to as **PtEH**) funding be discontinued.

Witness That:

Whereas TSC has received a subgrant from the North Carolina Commission on National and Community Service (hereinafter referred to as State Commission) as part of their grant from the Corporation for National Service (hereinafter referred to as CNS) to carry out various activities through a project called AmeriCorps Partnership to End Homelessness and,

Whereas TSC received approval from the State of North Carolina to incur costs beginning September 1, 2010.

Now, therefore, the parties hereto do mutually agree as follows:

II. Program Considerations

A. Scope of Services

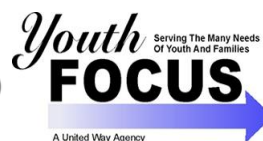
The Partner Agency will participate in community service and community strengthening activities for the homeless and potentially homeless communities identified in the subgrant approved by the State Commission and the CNS by hosting AmeriCorps members as listed below to serve these communities. The member(s) will, under supervision by the Partner Agency, participate in activities approved in the subgrant by the State Commission and CNS which will include community service, community strengthening, and member development activities.

Services will include:

1. TSC and the AmeriCorps Partnership to End Homelessness will provide overall grants management and coordination of the project including:
 - a. State and national financial status and program reporting,
 - b. Grant fiscal management,



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- c. Recruitment, interviewing and screening of AmeriCorps applicants
 - d. Basic orientation and training to members and site coordinators regarding AmeriCorps and PtEH
 - e. Provision of policies and procedures to members detailing the rules and regulations of the program
 - f. Ongoing, systematic training for members to strengthen skills used in their direct service objectives
 - g. Ongoing site and member support (at least one site visit per quarter, and regular phone, fax, and electronic contact)
 - h. Regular meetings to support AmeriCorps members in professional development, system collaboration and the planning and implementation of service activities
 - i. Monitoring of member progress in meeting objectives
 - j. Support to site coordinators regarding member supervision
 - k. Media contacts about members and their service
 - l. Member payroll and accounting systems
 - m. Required quarterly evaluation of the AmeriCorps program
 - n. Administration of grant funds for members' living allowance, insurance, training, travel and other member support costs
 - o. Liaison for communication with state and national organizations
 - p. Payment of living allowance and allowable travel costs as specified below (IV. A. 4.) to the member(s)
2. Partner Agency will provide local program and member oversight in response to community needs and grant requirements including:
- a. Member recruitment, selection, and local supervision,
 - b. Provide a thorough site orientation for member(s) and appoint a lead supervisor for members at your site. Provide a thorough orientation for your staff regarding the role of AmeriCorps member(s). Agree to treat AmeriCorps member(s) as part of your agency team. AmeriCorps member(s) should be formally introduced to all staff and be invited to participate in agency training, if appropriate.
 - c. Provide office space, computer use and office equipment equal to the tasks in the members' position description. Fax and phone are required so members can communicate with PtEH staff and community contacts. Internet access is required in order to complete online electronic timesheets. Regular E-mail access is required.
 - d. Define, explain, and recognize the service of your AmeriCorps member(s) and of your collaboration with AmeriCorps within your center/agency as a way to promote understanding of the AmeriCorps involvement at your location.
 - e. Support the PtEH AmeriCorps policy regarding member(s) wearing AmeriCorps service gear and identifiers during designated service hours.



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- f. Provide members with timely information so that they can complete their reports to the PtEH program office,
- g. Notify the PtEH AmeriCorps office immediately if any AmeriCorps member has more than 1 unexcused absence or tardiness, or if you become concerned about your member's professional behavior.
- h. Discuss the PtEH AmeriCorps Performance Measures with members at your site and establish and uphold accountability standards set through this process.
- i. Meet bi-weekly with member(s) to discuss concerns, celebrate successes, make plans, and sign required documentation forms.
- j. Participate in site visits and evaluation activities, including visits by the PtEH Program Director and possible site visits from the State Commission or other state and national AmeriCorps officials.
- k. Release AmeriCorps member(s) to attend biweekly training/meetings.
- l. Release AmeriCorps member(s) for start-up orientation activities.
- m. Release AmeriCorps member(s) for all Community Service Projects and statewide AmeriCorps National Identity days.
- n. Maintain and follow member Service Description submitted for each member placed at the Partner Agency. Notify PtEH staff of any changes in members' position descriptions, activities or support prior to making the change.
- o. Assurance of timely completion and submission of Partner Agency reports as required by TSC and AmeriCorps,
- p. Provision of local promotion and visibility for the AmeriCorps PtEH,
- q. Oversight including assurance that Members do not engage in any prohibited activities as identified in Part III.C.
- r. Completion of mid-year and end-of-year written evaluation of member performance,
- s. Participation in quarterly supervisory meetings with other PtEH Partner Agencies, and
- t. Payment of local cash match to TSC as specified in Part IV.A.3. The site contribution must come from nonfederal sources.

Failure to uphold these expectations may result in TSC terminating the relationship with the Partner Agency. TSC may remove a member from the Partner Agency site at any point during the relationship and terminate its relationship with the Partner Agency site solely at its discretion.

III. Compliance with CNCS Regulations:

- A. **Service Description.** The Partner Agency will utilize members only in roles and activities as described in the service description (included in the supervisor's manual).



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- B. Policies and Procedures.** The Partner Agency has read and agrees to enforce and abide by all PtEH policies and procedures.
- C. Prohibited Program Activities.** AmeriCorps Members may not engage in the following prohibited activities while engaged in AmeriCorps service:
1. Efforts to influence legislation, including lobbying for program or state or local ballot initiatives
 2. Organizing a letter-writing campaign to Congress.
 3. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office.
 4. Organizing or participating in protests, petitions, boycotts, or strikes.
 5. 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.
 6. Taking part in political demonstrations or rallies.
 7. Voter registration drives.
 8. Assisting or deterring union organizing.
 9. Impairing existing contracts or collective bargaining agreements.
 10. Religious activities such as religious instruction, conducting religious services, and proselytization.
 11. Activities that pose a significant safety risk to participants.
 12. Assignments that displace employees.
 13. Providing assistance to a business organized for profit.
 14. Fundraising
- D. Reasonable Accommodations.** The Partner Agency must provide reasonable accommodations to the known mental or physical disabilities of otherwise qualified members and service recipients. PtEH will assist with these accommodations where possible. Sites must be accessible to people with disabilities.
- E. Liability And Safety Issues.**
1. **Liability coverage.** The Partner Agency must have adequate liability coverage of its organization, employees, and Members. The Partner Agency agrees to provide TSC with a Certificate of Insurance for General Liability and Workers Compensation.
 2. **Member safety.** The Partner Agency must institute safeguards as necessary and appropriate to ensure the safety of participants. Members may not participate in projects that pose an undue safety risk.
- F. Drug Free Workplace.** The Partner Agency must comply with the PtEH Drug Free Workplace Policy.
- G. Nondiscrimination.** It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national



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origin, disability, sex, age, political affirmation, or religion. It is also unlawful to retaliate against any person who files a complaint about such discrimination.

- H. **Grievance Procedure.** The Partner Agency must use the Grievance procedure for filing and adjudicating grievances from Members, labor organizations, and other interested parties concerning program operations. The Grievance procedure is available in the Policies and Procedures Manual.
- I. **Sexual Harassment.** – The Partner Agency must adhere to the PtEH policy on sexual harassment. The Sexual Harassment policy is available in the Policies and Procedures Manual.

IV. *Financial Considerations*

A. **Compensation**

1. Through the subgrant received from the NC State Commission on Volunteerism and Community Service, TSC will provide a living allowance of approximately \$1032 per month (before deductions) for full time (1700 hours per year) members or approximately \$521 per month (before deductions) for part time (900 hours per year) members. FICA will also be deducted from member living allowances as required by law. Members enrolled prior to orientation will receive the full living allowance if they complete the term of service. Members beginning later in the service year will receive the living allowance for the time that they serve. Members who successfully complete program service hour requirements within the approved time frame will be awarded the full amount of their annual living allowance, less tax deductions (\$11,875 for full-time; \$6,000 for part-time).
2. Members will be eligible for an education award from CNS upon successful completion of service and required hours in the contract year. The education award is \$5,350 for full time and \$2,675 for part time members. Members will apply directly to CNS for their education award within seven (7) years of completion of AmeriCorps service. CNS will directly pay an approved educational institution as selected by the member.
3. The Partner Agency will provide a cash match payment to TSC for their members. The rate is \$3,500.00 per full time member and \$1,750.00 per part time member,. The cash match will be used to supplement the living allowance and assist with other programmatic expenses.

Full time member(s) (one year/1700hours): _____ (Cash match \$3,500 per each FT member)

Part time member(s) (one year/900 hours): _____ (Cash match \$1,750 per each PT member)

4. TSC will provide travel reimbursement at the federally approved rate per IRS.gov for members to attend statewide training meetings that are held outside of Greensboro. Members will be required to submit travel documentation using TSC required reporting forms to claim such reimbursement. Travel reimbursement will be made upon approval of TSC.
5. Local program expenses and member local travel expenses are the sole responsibility of the Partner Agency (local travel includes when the member uses his or her vehicle to complete agency business; it does not include travel to and from the agency). The Partner Agency assures that the member



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understands these provisions. TSC is not financially responsible for any local program expenses except for those specified in Part IV.A.4. above.

B. Method of Payment

1. TSC will pay the member living allowance in conformance with this Agreement on a biweekly basis at the end of each biweekly period (on Friday). All living allowances are directly deposited in the account specified by the member.
2. Partner Agency will pay the required cash match to TSC as identified above in Part IV.A.3. At least half of the payment is due October 31, 2010 with the balance due no later than March 31, 2011. Any exceptions to this must be approved by TSC. If a member exits the program, the Partner Agency will still be responsible for the cash match. All effort will be made by the PtEH to replace part time members who exit the program before December 1. Full time members and part time members who exit after December 1 cannot be replaced.

V. Records and Reporting

- A. The Partner Agency shall maintain records for monitoring and evaluation for three years following the end of the program year as required by AmeriCorps, TSC, the NC State Commission and CNS. The Partner Agency assures it will maintain all records, including copies of time and attendance sheets, in the Partner Agency for three years as required by TSC and CNS and that these records will be available for monitoring by TSC, State Commission, and CNS personnel.
- B. Required reporting to be submitted by Partner Agency and due dates shall include:
 1. **Before the 10th day of each month**, review and provide electronic approval of the monthly member(s) **On-line Timesheet** attesting to the accuracy of hours and activities reported by the member(s) *for the previous month*.
 2. **Before the 10th of each month**, complete and submit the **Required Performance Measure Data** that covers the previous month of service. Three times a year (January, April, and July) when the State Commission requires a quarterly report, the agency must submit its performance measure data before the **7th** of the month in order for the report to be turned in prior to its deadline. **All August data and all year end data is due by September 15.**
 3. **Before the end of February**, complete and submit the **Mid Term Member Evaluation** for each member placed at the Partner Agency,
 4. **Before Graduation in August**, complete and submit the **Final Member Evaluation** for each member placed at the Partner Agency, and
 5. Complete and submit any additional program documentation identified at Site Supervisor meetings that might be required during the program year.

Failure to submit required reports by the established due dates for two consecutive months will result in a meeting between the Partner Agency supervisor and TSC Administration.



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Failure to submit required reports by established due dates for three consecutive months may result in member removal from the Partner Agency. TSC reserves the right to remove and place the member or members at another agency. In this event, the undersigned Partner Agency will be responsible for the full amount of the cash match.

VI. Waiver of Claims and Contract Termination

- A. The Partner Agency waives any and all claims arising out of this Agreement against TSC and acknowledges that TSC accepts no liability with respect to any activity conducted by the Partner Agency or member under this Agreement. The Partner Agency will hold TSC harmless from any and all acts committed by the Partner Agency, its staff, board of directors, members, and volunteers.
- B. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice.
- C. This agreement is contingent upon available funds as identified in the attached grant award.

VII. Certifications

The Partner Agency has read this Agreement and the Partner Agency agrees to adhere to all the requirements which apply to this partnership with The Servant Center AmeriCorps Partnership to End Homelessness program. **In witness whereof**, TSC and the Partner Agency have executed this Agreement effective September 1, 2010.

FOR THE PARTNER AGENCY

Signature: _____ Date: _____

Name: _____

Title: _____

Name of AmeriCorps
Partner Agency: _____

FOR THE SERVANT CENTER

Signature: _____ Date: _____

Shanna Reece
Executive Director, The Servant Center