

University Corporation at Monterey Bay

PARTNER SITE AGREEMENT
Between
UNIVERSITY CORPORATION AT MONTEREY BAY
And

Partner Site Organization: Monterey County Free Libraries

Address: 188 Seaside Circle
Marina, CA 93933

Partner Site Tax ID#: 94-60000524

Partner Site Contact Name: Chris Ricker

Phone: (831)883-7567

Fax: (831)883-7574

Email: RickerC@co.monterey.ca.us

University Corporation PI: Laura Lee Lienk

CSUMB Department: Service Learning Institute

Project Title: AmeriCorps Volunteer Infrastructure Program (VIP)

Period of Performance: 9/12/16 – 8/11/17

Funding Agency: Corporation for National and Community Service

CFDA # of prime funding: 94.006 (AmeriCorps Recovery)

of AmeriCorps Members assigned: 1

Match required (non-federal sources): \$11,000.00

Penalty assessment for any members not placed: \$5,000 (1,700 hour slot); \$2,500 (900 hour slot)

PARTNER SITE AGREEMENT

This Agreement is entered into by and between the University Corporation at Monterey Bay (hereinafter called "University Corporation") and Monterey County Free Libraries (hereinafter called "PARTNER SITE") and constitutes a Partner Site Agreement under an Award from the Corporation for National and Community Service (flowed through Napa County Office of Education) (hereinafter called 'Funding Agency), issued to University Corporation.

WITNESSETH THAT

PARTNER SITE agrees to perform the work and services set forth herein, in accordance with the terms and conditions of this Agreement for the consideration stated herein. Therefore, it is agreed as follows:

Article I. SCOPE OF WORK

- a. PARTNER SITE shall provide the necessary personnel, equipment, facilities, and supplies to perform the work ("WORK") described in the Statement of Work, which is attached hereto as Exhibit A.
- b. PARTNER SITE agrees to use best efforts to perform the WORK described in Exhibit A.

Article II. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall begin on 9/12/16, and shall end on 8/11/17, unless extended by mutual written agreement, or terminated in accordance with the provisions of this Agreement. No costs shall be incurred under this Agreement prior to the starting date or subsequent to the ending date. Members will be placed at the Partner Site from approximately early September, 2016 through late August, 2017.

Article III. COST SHARE/MATCH

PARTNER SITE agrees to provide non-federal cash match of \$11,000/Member to pay for the Member's monthly Living Allowance and benefits, Member's LiveScan and CPR/First Aid training costs.

University Corporation shall invoice PARTNER SITE for the cash match upon execution of Agreement.

Article IV. INSURANCE

PARTNER SITE shall furnish to the University Corporation prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the PARTNER SITE with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. PARTNER SITE is a self-insured public entity, subdivision of the State of California, and it will provide a letter to University Corporation indicating its self insurance status and satisfaction of at least the above indicated minimum coverage.

- a. The certificate of insurance shall provide:
 - i. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University Corporation;
 - ii. That the State of California, the Trustees of the California State University, the California State University, University Corporation at Monterey Bay and their officers, directors, employees, representatives, agents and volunteers of each of them, are included as additional insureds, but only insofar as the operations under this Agreement are concerned;
 - iii. That the State of California, the Trustees California State University, California State University Monterey Bay, and the University Corporation at Monterey Bay, and their officers, directors,

- employees, representatives, agents and volunteers, of each of them will not be responsible for any premiums or assessments on the policy.
- b. PARTNER SITE agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, PARTNER SITE agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the PARTNER SITE agrees that no work or services shall be performed prior to the giving of such approval. In the event PARTNER SITE fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Article V. TERMINATION

- a. **For Convenience:** Either party may terminate this Agreement for convenience at any time when it is determined that such termination is in that party's best interest. The other party shall, upon receipt of notice of termination from the terminating party, refrain from incurring any further costs under this Agreement and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Such termination shall, however, not affect any commitments that have become properly and legally binding prior to the effective date of termination and which could not reasonably have been rescinded.
- b. **For Cause (or default):** Either party may terminate this Agreement, in whole or in part, in the event that the other party fails or refuses to deliver services specified in the Agreement within the time provided, or otherwise violates any of the conditions of this Agreement, or if it becomes evident that the other party is not conducting the work in accordance with the specifications or with diligence so as to permit delivery on or before the specified delivery date, and in either of the latter two events does not cure such failure within a period of ten (10) days (or such longer period as the party specifying failure may authorize in writing) after receipt of notice from the party specifying such failure.

Article VI. DELAYS

Excusable Delays, Extension of Performance Period: Delays in delivery beyond the time specified in this Agreement due to causes beyond the control and without the fault or negligence of either party may be excused by the other party if the delayed party notifies the other party in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the party receiving such notice, by written notice to the delayed party, will extend the time for performance by such period of time as the party receiving notice of delay determines to be commensurate with the period of delay.

Article VII. MODIFICATIONS

This Agreement constitutes the entire understanding of the parties and supersedes all prior representations and understandings, whether oral or written. Any changes, amendments, or alterations shall not be effective unless mutually agreed upon in writing signed by authorized representatives of both parties.

Article VIII. AUDITS

PARTNER SITE shall maintain appropriate accounting records sufficient to properly document the in-kind cost share portion incurred in the performance of this Agreement and shall make such records available, upon request, to authorized University Corporation, its agents and/or auditor(s)/official(s) for audit purposes. Said records shall be retained and kept available by PARTNER SITE for a period of not less than three (3) years after the project end date by University Corporation, or until audit and resolution of any exceptions resulting there from, whichever occurs first.

Article IX. INDEMNIFICATION

PARTNER SITE shall indemnify and hold harmless the State of California, the Trustees of the California State University, California State University Monterey Bay, the University Corporation at Monterey Bay, their officers, directors, employees, representatives, agents and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Work described herein, caused in whole or in part by the negligent act or omission of the PARTNER SITE, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the University Corporation.

University Corporation shall indemnify and hold harmless the County of Monterey, the Monterey County Free Libraries, their officers, directors, employees, representatives, agents and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the Work described herein, caused in whole or in part by the negligent act or omission of University Corporation, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the PARTNER SITE.

Article X. INDEPENDENT CONTRACTOR

PARTNER SITE and University Corporation are independent contractors and neither is an agent, joint venture or partner of the other. University Corporation shall be solely liable for, and obligated to pay directly any applicable taxes incurred by Member. In connection therewith, University Corporation shall defend, indemnify and hold PARTNER SITE harmless from any and all liability PARTNER SITE may incur because of University Corporation's failure to pay such taxes.

Article XI. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Article XII. NONDISCRIMINATION

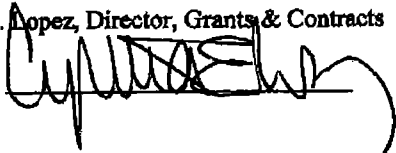
During the performance of this Agreement, the PARTNER SITE and University Corporation will not deny the services or benefits to any person on the basis of religion, color ethnic group identification, sex, age, physical or mental disability, nor discriminate unlawfully against any employment or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

University Corporation at Monterey Bay:

Cynthia E. Lopez, Director, Grants & Contracts

Signature:

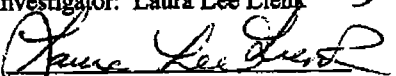


Date:

10/17/16

Principle Investigator: Laura Lee Lienk

Signature:



Date:

10/6/2016

PARTNER SITE:

Name: _____

Title: _____

Signature: _____

Date: _____

**EXHIBIT A
STATEMENT OF WORK**

This agreement is to establish and maintain an effective working relationship between the parties to ensure the coordination of the AmeriCorps VIP Program. The AmeriCorps VIP program will engage AmeriCorps members in local non-profits and educational organizations to develop and build infrastructure for successful volunteer programs that engage High Value Volunteers (HVV). The target population for VIP is agencies serving families who are disproportionately experiencing economic challenges of unemployment and home foreclosure. Nonprofit agencies and schools, whose budgets have been reduced, struggle to meet these needs. In school settings and in the larger community, organizations lack the infrastructure to effectively utilize volunteers.

Goals of the Program:

- Build a volunteer management program through the development of systems in Partner Sites (nonprofit and educational organizations) that will enable the PARTNER SITE to successfully recruit, place, and support High-Value Volunteers in order to serve the community more effectively.
- Each AmeriCorps member will work with the PARTNER SITE to build the infrastructure of the volunteer program. By the end of the term of service, the PARTNER SITE will achieve 80% of the defined indicators of the relevant Standard on the VIP Volunteer Capacity Assessment.
- Each AmeriCorps member will recruit and manage 120 volunteers, focusing on generation of highly skilled volunteers, volunteer leaders, or volunteers from business partnerships.
 - a) Of these 120 volunteers, 40 will be ongoing and will provide a minimum of 20 hours each of service while the remaining 80 will participate in project-based activities and will serve a minimum of 1 hour each.
- Each AmeriCorps member will raise a minimum of \$2,000 in cash and in-kind donations for the PARTNER SITE.

University Corporation will work with the PARTNER SITE to recruit, screen, enroll, orient, and train AmeriCorps VIP Members (VIP Fellows). VIP Fellows will work with the PARTNER SITE to recruit volunteers and build infrastructure that support services to youth and their families.

One (1) AmeriCorps Member(s) will be assigned to the PARTNER SITE to provide a minimum of 1700 hours of service.

By committing to this number of Members, PARTNER SITE will be assessed a penalty (\$5,000 for a 1,700 hr slot; \$2,500 for a 900 hr slot) for any members not placed under its organization which will be due and payable by December 15, 2016.

Required reports should be submitted electronically, postal or in person to:

Laura Lee Lienk
California State University, Monterey Bay
100 Campus Center
Seaside, CA 93955
Email: llienk@csumb.edu

It is agreed that the PARTNER SITE will:

1. Meet the criteria outlined in their AmeriCorps VIP Partner Site Application.

2. Assist University Corporation in the recruitment and selection of AmeriCorps Member(s). This includes posting the position within the agency; referring interested parties; conducting interviews; and participating in final selection of the AmeriCorps Member(s).
3. a) In the event that the AmeriCorps Member drops out of the program before he or she has completed 30% (510 hours) of their service term, every effort will be made to replace the Member up through December 15, 2016, which is the end of full-time enrollment.
b) If no replacement is made and the Member has served less than 30% of his/her service term, the PARTNER SITE will be reimbursed for the remaining portion of the match spent on the Member leaving. For instance, if the Member has served 10% of his/her service term and is not replaced, the PARTNER SITE would be reimbursed the remaining \$9,900.
c) If the AmeriCorps Member has served more than 30% of his/her term of service and drops out of the program, no replacement can be made, and the PARTNER SITE will not be reimbursed for the Member cost portion of the match.
d) The administrative portion of the match will not be reimbursed in any of the above cases.
4. Provide AmeriCorps Member(s) with an orientation and any agency-specific training they will need to carry out their assigned tasks.
5. Orient agency staff about AmeriCorps and the roles and responsibilities of any Member assigned to the agency.
6. Assign at least one paid staff member to attend all PARTNER SITE meetings and trainings provided by University Corporation.
7. Designate an appropriate paid supervisor to supervise the Member's day-to-day performance. This will include guiding the Member to complete the tasks outlined on the VIP Work Plan; conducting weekly or bi-weekly in-person supervision meetings with the Member; approving the Member's time sheets through the OnCorps online portal; and completing the Member Evaluation three times per year. This staff person should be familiar with the PARTNER SITE's volunteer program.
8. Ensure that the AmeriCorps Member completes his/her term of service by providing a reasonably comfortable service environment. PARTNER SITES cannot hire an AmeriCorps Member while he or she is enrolled in AmeriCorps. Doing so undermines the program and will result in immediate cancellation of this agreement.
9. Allow the AmeriCorps Member to attend all AmeriCorps VIP sponsored events, trainings, and service projects. This includes Regional trainings, regular meetings with University Corporation, and online trainings. Members must complete 170 hours of training throughout the year.
10. Provide Member with appropriate leadership opportunities that will enhance his/her professional development, including encouraging the Member to participate on agency committees, working groups, or boards.
11. Provide Member with any resources and tools needed to perform their service effectively, including adequate workspace, access to a computer with internet access and phone, and organizational management support to achieve indicators outlined on the VIP Volunteer Capacity Assessment.
12. Support the work of the AmeriCorps Member with appropriate management and infrastructure practices that ensure the adequate implementation of new volunteer infrastructure and systems. This infrastructure includes volunteer tracking systems, staff training in the volunteer program, building of new business partnerships, and others as defined by the Volunteer Capacity Assessment.
13. Provide projects that offer Member a minimum of 1,700 hours for full-time, meaningful service and allow the Member to complete the tasks defined by the VIP Work Plan.
14. Schedule the AmeriCorps Member consistently for 35-45 hours of service per week. The Member's schedule must allow for the Member to complete 1700 hours of service before the AmeriCorps end date. An AmeriCorps VIP Member may not be scheduled to serve more than 12 hours in any one day, unless an exception is granted by the Program Manager.
15. Notify the University Corporation within 24 hours of any problems with the Member's performance, including failure to report to the site, unprofessional behavior, etc. If necessary, follow the disciplinary steps detailed in the Partner Site Handbook.

16. Maintain service records and documentation, and assign at least one paid staff member to participate in AmeriCorps VIP surveys, assessments, and progress reports when needed. These include:
 - Completing three (3) Volunteer Capacity Assessments for the PARTNER SITE
 - Completing three (3) Performance Evaluations for the AmeriCorps Member
 - Approving the AmeriCorps member time log two times per month through the CalSERVES OnCorps portal.
 - Approving the AmeriCorps Member data 1 time per month through CALSERVES OnCorps portal.
17. Maintain volunteer tracking data, including sign-in and sign-out records, to include all volunteers recruited by the AmeriCorps Member and recorded on the Member's monthly reports. This volunteer tracking data must be kept for 7 years. AmeriCorps Members are required to submit minimum copies of volunteer tracking data, including volunteer names, dates of service, and hours served each month through their monthly report on OnCorps system. In the case of a program audit, University Corporation or Community Programs staff may require more detailed copies of these records.
18. Adhere to all submission deadlines for reports mentioned above, set by University Corporation, in order to ensure timely reporting to the program funder.
19. Provide additional documentation or reporting, if needed to meet the requirements of the program funder.
20. Mention "AmeriCorps Volunteer Infrastructure Project" or "AmeriCorps VIP Member" or "AmeriCorps VIP Fellow" in media and correspondence that refers to the work of the AmeriCorps Member and the PARTNER SITE's volunteer program. This includes the AmeriCorps Member's email signature, business cards, press releases, social media, newsletters, and other media coverage.
21. In order to support a Member's success, communicate and collaborate with the University Corporation on a regular basis, including sharing any challenges or concerns in a timely manner.

It is agreed that the University Corporation will...

1. Recruit, screen (including background check), enroll, assign, and orient AmeriCorps Members to serve an average of 40 hours per week developing volunteer programs at Partner Sites.
2. Ensure all appropriate documents are received and filed in accordance with the AmeriCorps Member File Checklist, ensuring eligibility for each Member to serve in AmeriCorps before the Member begins service.
3. Coordinate the payment and tracking of AmeriCorps Members in the completion of their service hours and receipt of their education award.
4. Provide AmeriCorps VIP Leader.
5. Develop and deliver training program and manual for AmeriCorps Members to include host site information, volunteer development basics, recruitment, retention, and strategies for support based on characteristics of the volunteer population, and basic training on setting up an effective volunteer program.
6. Provide training and reflection opportunities for AmeriCorps Members to encourage personal growth and continuous improvement. University Corporation will provide a training calendar to the PARTNER SITE at the beginning of the program year, and will notify the PARTNER SITE of any changes with as much advance notice as possible.
7. Provide (a) workshop(s) on volunteer recruitment and management to the PARTNER SITE supervisor, or a designated staff person, during the 2016/2017 program year.
8. Provide ongoing support to Members and PARTNER SITE liaisons through on-site, telephone, email, and web-based training and technical assistance.

9. Provide assistance to PARTNER SITES in the timely completion of all required reports and member evaluations. University Corporation will provide a reporting calendar to the PARTNER SITE.
10. Compile data for quarterly reports to be submitted to University Corporation.
11. Liaise between PARTNER SITES, University Corporation, and Community Programs when needed.
12. Work with PARTNER SITES to ensure a high-quality experience for Members by addressing challenges, and celebrating successes.

It is agreed that the AmeriCorps Member (VIP Fellow) will...

Spend 45% of his/her time on Volunteer Development/Capacity Building; no more than 35% of his/her time on Volunteer Recruitment; no more than 10% of his/her time on Business Partnership & Fundraising Capacity Building; 10% of his/her time on Training and Development.

Volunteer Development/Capacity Building (45%, at least 765 hours)

1. Develop and implement a volunteer program, including the development of position descriptions, assessments, training programs, and other tasks as outlined on the VIP Work Plan.
2. Recruit skilled community members as volunteers for programs that support children, youth, and families.
3. Develop a system to support and recognize volunteers at the PARTNER SITE.
4. Under the direction of the PARTNER SITE supervisor, track volunteer program and infrastructure development at the PARTNER SITE throughout the year.
5. Communicate with Supervisors, Administrators, and Program Staff on an ongoing basis to meet the needs of the program.
6. Conduct other infrastructure development activities as identified in the Partner Site Volunteer Capacity Assessment.

Volunteer Recruitment (no more than 35%, no more than 595 hours)

7. Recruit community members as Skilled-Based Volunteers (SBVs) for programs that support children, youth and families and develop a system to support/retain volunteers at PARTNER SITE.

Fundraising Capacity Building (no more than 10%, no more than 170 hours)

8. Contact local businesses and franchises to establish new relationships that provide augmented programmatic and fiscal resources to PARTNER SITE.
9. Secure funding, in-kind donations, and corporate volunteers by maintaining and nurturing business partnerships.
10. Establish and track volunteer and business partnership infrastructure development at PS throughout the year, including development of written policies & protocols.

Member Training & Coaching (10%, exactly 170 hours)

1. Participate in all program required trainings and development opportunities, including orientation, statewide, and local meetings. Also included in this category are supervisory and staff meetings, and any other tasks related to the Member learning about his or her PARTNER SITE. Members are required to complete 170 hours of training and development.