

**SAMPLE**

AMERICORPS PROGRAM

OPERATING SITE AGREEMENT

This agreement is entered into between LEGAL APPLICANT (the "PROGRAM:") and NAME OF SITE (the "Operating Site") for the PROGRAM AmeriCorps program for the 1998 - 1999 program year. The following is understood and agreed to by the parties:

L PROGRAM's Role and Responsibilities

As the legal grantee of the California Commission on Improving Life Through Service, the PROGRAM will:

- A. Pay AmeriCorps members' (the "members") living allowances upon submission of a Time and Activity report signed by the member and approved by his/her supervisor.
- B. Serve as the primary provider of training and technical assistance for members throughout the program year. Such assistance includes:
  1. A program director employed by the PROGRAM ("Program Director") to oversee the Program and assist Operating Site representatives and members throughout the program year. \_\_\_\_\_ will be the Program Director for the 1998 - 1999 program year, and will be the representative of the PROGRAM with respect to all references to the PROGRAM herein, unless otherwise specified;
  2. Recruitment of AmeriCorps members for placement at the Operating Site;
  3. Provision of recruitment materials for members from the community served by the Operating Site, including program brochures, videos and applications;
  4. Development of yearly schedule for the members, including training sessions, seminars, youth meetings, members' working group meetings, conferences and community events;
  5. Monthly site visits by Program Director;
  6. Semi-weekly leadership training sessions for members;
  7. Provision of uniforms for members; and

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8. Other support as needed, if justifiable as a reasonable cost pursuant to the AmeriCorps grant.
- C. Provide an orientation conference for members and Operating Site staff. Participants will receive information and training on:
1. Members' service requirements and benefits, as well as instruction on time and activity reporting, other documentation on AmeriCorps and PROGRAM personnel policies, and grievance procedures;
  2. The AmeriCorps and the National Service movement and the PROGRAM, its goals and objectives;
  3. A detailed description of the PROGRAM's leadership training program, schedule and rules;
  4. Supervision of members.
- D. Develop and distribute forms for the effective evaluation and continuous improvement of the program, including training questionnaires, community assessments, Time and Activity reports, and member and service evaluations.
- E. Complete an annual audit if required by OMB Circular A-133
- G. Provide accounting services for the overall project to include processing of living allowance payments, reimbursement for authorized travel, initial registration and maintenance of worker's compensation and other required benefits.

## **II** Operating Site's Roles and Responsibilities

- A. Have adequate resources to fulfill the individual goals and program objectives of the members, as well as the goals of the PROGRAM and AmeriCorps. In addition to paragraph B below, these resources may include administrative support, the use of a computer, telephone, fax machine, supplies, postage, copier, and office space. The Operating Site will also provide mileage reimbursements at the locally acceptable rate for a member's local travel costs in completing their program duties if his/her duties require the use of the member's vehicle.
- B. Identify a program coordinator ("Program Coordinator") to oversee the program operations of the members and a site supervisor ("Site Supervisor") to provide daily, direct supervision of the members. The Program Coordinator and Site Supervisor may be the same person. His/her responsibilities include:

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1. Participating in the interview process for member applicants;
  2. Attending a pre-service orientation conference organized by the PROGRAM and described in Paragraph I.C. above;
  3. Providing an office orientation for new members to introduce Operating Site staff and explain office policies;
  4. Providing any additional training necessary for the members to accomplish their projects that is above and beyond the training provided by the PROGRAM;
  5. Supervising and assisting the members in the implementation of their service plan to assure that they are making adequate progress toward their individual and community service, community building and member development objectives;
  6. Documenting and monitoring the members' hours of service and activities, assuring that they are spending at least 80 percent of their time on direct service activities, and signing and submitting to the PROGRAM member Time and Activity Reports, assuring that they are delivered to the PROGRAM five days after the end of the reporting period. *Living allowance payment will not be processed until Time and Activity Reports are received;*
  7. Submitting mid-term and post-service evaluation forms for each member to the PROGRAM with forms provided by the PROGRAM, and participation in a mid-service and end-of-service review with each member;
  8. Acting as an informational relay between the PROGRAM and the Operating Site's members, and assuring that members in violations of the terms of their member Service Agreement are disciplined in a manner consistent with that agreement. All disciplinary actions (verbal or written) must be documented, with the documentation sent to the PROGRAM. Before any member is terminated for cause, the PROGRAM's Program Coordinator must be notified and sent all supporting documentation;
- C. Permit the members the time to attend all PROGRAM training sessions.
- D. For members who have not yet finished high school, the Operating Site should assist him/her in pursuing education to receive a high school or general equivalency diploma and report to the PROGRAM when the high school diploma or GED is received.

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- E. Ensure that members are not assigned to activities that would result in displacement for a paid worker, or that would normally be done by a paid worker.
- F. Ensure that members will not engage or participate in any of the following:
  - 1. Writing or assisting in the preparation of any reports or proposals for the Commission on Improving Life Through Service or any other grants to benefit the program;
  - 2. Serving as clerical or other secretarial support for any Operating Site staff;
  - 3. Engaging in any political activities or any activities designed to affect legislation or the outcome of any election to political office;
  - 4. Organizing protests, petitions, boycotts or strikes;
  - 5. Promoting, deterring or assisting in union activities;
  - 6. Providing religious instruction, conducting worship services, or engaging in any other religious activity as part of their duty as a member; and
  - 7. Providing a direct service to any for profit organization or entity.
- G. Complete quarterly reports and other surveys and reports as required by the PROGRAM and the Commission, including financial statements consistent with OMB Circular AA-133 and Commission requirements.
- H. With respect to dispute resolution with a member or the PROGRAM on a complaint arising from the interpretation or application of personnel policies or practices, comply with the Grievance Procedure outlined in the PROGRAM's AmeriCorps member Handbook.
- I. The Operating Site understands that any photograph, audio recording, video or film taken of the Operating Site in conjunction with AmeriCorps or the PROGRAM can be used by the Commission and/or PROGRAM with out the Operating Site's express permission. The Operating Site foregoes any rights to royalties in conjunction with photographs, audio recordings, video or film.
- J. If either the PROGRAM or the Operating Site releases a member from service for any reason, the PROGRAM is under no obligation to find a replacement member for the Operating Site.

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**III. Amendments to this Agreement**

This agreement may be changed or revised with the written consent of both parties.

**IV. Authorization**

The Operating Site and the PROGRAM hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document.

Date:

Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_  
Operating Site: \_\_\_\_\_

Date:

\_\_\_\_\_  
\_\_\_\_\_, Program Director  
PROGRAM