

October 29, 2002

[name address, etc of PC]

Dear [first name

I hope this letter finds you having a SAFE and happy fall season.

Like you, we at AFOP are preparing for the next successful year of our *SAFE: Serving America's Farmworkers Everywhere* program. As part of that process, I am sending you the operating site agreement that our organizations mutually enter into each program year. It is tailored to your particular program based on the commitments we made during the proposal writing process last spring. I have underlined and/or **put in bold letters** new information. Because this agreement reflects contractual agreements with the federal government, there is quite a lot of legalese. If you have any questions, please do not hesitate to contact me (703.528.4141, ext. 130 or decarlo@afop.org)

This document needs to be signed by your Executive Director or other personnel ultimately responsible for the fulfillment of its terms. Please return the signed copy to me by December 15, 2002.

Be *SAFE*,

Jacqueline DeCarlo
Senior Manager



***SAFE: Serving America's Farmworkers Everywhere
2003 Operating Site Agreement***

The Association of Farmworker Opportunity Programs (AFOP) and

(hereinafter referred to as **Operating Site**) commit to collaborating together to improve the quality of life for farmworker families through the *SAFE* Program: *Serving America's Farmworkers Everywhere*. The core of the *SAFE* program is pesticide-safety training, but *SAFE* members (recruited under the auspices of AmeriCorps) provide a wide variety of direct and supportive services as they contribute to the capacity of the operating site.

This agreement is entered into between AFOP and the Operating Site for the duration of the 2003 *SAFE* program. The following pages detail the mutually understood and agreed upon roles and responsibilities of AFOP and the Operating site.

The Operating Site and AFOP hereby acknowledge by their signatures that they have read, understand, and agree to the terms of this document.

Signed:

Signature of Executive Director

Printed Name of Executive Director

Date: _____

Upon receipt, AFOP will provide the site with a copy of the counter-signed agreement.

Signature of David A. Strauss, AFOP Executive Director

Date: _____

AFOP ROLES and RESPONSIBILITIES

As the legal grantee of the Corporation for National and Community Service (CNCS or AmeriCorps) and Environmental Protection Agency (EPA), AFOP will:

A) **Operating Site Support and Training**

- 1) Train Program Coordinator on *SAFE* procedures, policies & provisions.
- 2) Provide technical assistance throughout the year.
- 3) Assist with *SAFE* member recruitment.
- 4) Conduct site visits or desk audits (for internal evaluation & improvement) at least every two years.
- 5) Provide periodic updates on *SAFE* requirements & training opportunities.
- 6) Submit bi-monthly updates on *SAFE* member progress toward goals.
- 7) Develop, distribute & utilize evaluation tools for the effective evaluation and continuous improvement of the program.
- 8) Provide national representation of the *SAFE* program on behalf of the operating site.

B) ***SAFE* Member, Recruiting, Support and Development Assistance**

1. Develop & distribute *SAFE* Recruiting Handbook & application. Also, provide assistance with national recruiting.
2. Pay *SAFE* member living allowances on a semi-monthly basis following receipt of a Time and Activity Report that is signed by the member and approved by his/her supervisor. AFOP will utilize a direct-deposit system for living allowance payment.
3. Process forms & documentation for *SAFE* member basic health insurance, worker's compensation insurance (if eligible), child care benefits (if eligible), student loan forbearance, and education award.
4. Conduct National Orientation Conference in January 2003 (AFOP will provide all travel, lodging, food costs incurred during training conference for approved attendees. **PLEASE NOTE: Once travel plans have been confirmed for approved attendees (ex. Flights ticketed, hotel rooms and meals reserved), the operating site is responsible for all expenses in case of cancellation.**)
5. Plan & deliver End-of-Service recognition.

C) **Grant Management**

- 1) Maintain statistics on all *SAFE* member service activities through the Web-based Reporting System (WBRS) and internal AFOP database
- 2) Coordinate & prepare Progress Reports (biannually) to CNCS and the EPA (Quarterly) and any other fundres. AFOP will collect site reports from operating sites and compile reports.
- 3) Process Financial Status Reports (FSR) as required by CNCS and EPA. All reports will be consistent with OMB Circular A-133 and all federal grantor requirements.
- 4) Conduct annual audit as required by OMB Circular A-133.

- 5) Provide accounting services for the *SAFE* program, including processing of living allowances, initial registration and maintenance of health, worker's compensation, and child care benefits. Files and supporting documentation for cost items, in-kind contribution reports, and participation fee payments will be maintained in accordance with generally accepted accounting principles & procedures.

OPERATING SITE ROLES AND RESPONSIBILITIES

As a partner in the *SAFE* Program, the Operating Site agrees to:

A) Operating Site Management

- 1) Appoint a Program Coordinator to oversee program operations and activities of the *SAFE* operating site.
He/she will:
 - a) Train site supervisors on AmeriCorps provisions and the *SAFE* program requirements.
 - b) Communicate regularly with *SAFE* staff and relay information to all supervisory staff.
 - c) Enroll the contracted number of eligible *SAFE* members: _____ 1700 hour; _____ 900 hour; _____ 450 hour.
 - d) Ensure that *SAFE* members achieve their individual and state community service, community building, and member development goals.
 - e) Conduct at least monthly team meetings or conference calls with *SAFE* members;
 - f) Submit accounting of In-kind Contributions on a quarterly basis (Operating Site are required to maintain supporting and the basis of calculation for each item of expense);
 - g) Ensure that members spend at least 80 percent of their time conducting direct service activities.
 - h) Mediate disputes and conflicts according to the grievance procedure (outlined in the *SAFE* member handbook); and
 - i) Ensure that members in violation of the terms of their *SAFE* Member Service Agreement are disciplined in a consistent manner. All disciplinary actions (verbal or written) must be documented, with documentation sent to AFOP and maintained with the member's file. Before any member is terminated for cause, the AFOP Senior Manager should be notified and sent all supporting documentation and consulted before final termination action occurs (if possible).
- 2) Appoint a Site Supervisor (s) to provide daily, direct supervision of the *SAFE* member(s). This supervisor may also be Program Coordinator. He/she will:
 - a) Monitor member service hours and activities and ensure that each member completes all required reports, including community assessments and training questionnaires.
 - b) Provide an office orientation for new members to introduce site staff and explain office policies.
 - c) Assist members in designing a service plan for achieving individual goals and a personal development plan.

- d) Serve as information resources on how to work with the local agricultural community and other service providers.
 - e) Complete mid-term and year-end service evaluations of *SAFE* members with forms provided by AFOP.
 - f) Ensure that members adhere to all personnel policies and rules of conduct and provide documentation (in writing) of any disciplinary actions taken against the member to the Program Coordinator and AFOP; and
 - g) Verify and sign member Time and Activity Reports and deliver them to AFOP by the date specified on the AFOP calendar (generally within five days of the end of the reporting period).
- 3) Maintain regular communication with AFOP staff regarding progress of *SAFE* members and changes to site.
- 4) Institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks. The operating site will ensure that each AmeriCorps member:
- Possesses a valid driver's license
 - Possesses auto insurance
 - Does not transport participants in his/her personal vehicle

Operating site will send a photo copy of each document to AFOP to validate possession.

5) Notify employees and members of the Drugfree Workplace Act, 41 U.S. C. 701

6) Conform to all the requirements of the certifications and assurances agreed to in the original application (i.e. debarment, suspension and responsibility matters; drug-free workplace, lobby activities)

B) *SAFE* Member Recruiting, Supervision & Development

- 1) Develop and implement a recruitment strategy and selection process to ensure the enrollment of high-quality *SAFE* members **by deadlines provided by AFOP**. Ensure that recruited members attend the January 2003 orientation.
- 2) Enroll the agreed upon number of eligible AmeriCorps members and submit documentation before AmeriCorps member begins term of service.

To be eligible an individual must:

- a) Be a U.S. Citizen or Permanent Resident
 - b) Be 17 years old or older. (Parent's permission required if younger than 18 years old)
 - c) Have earned a high school diploma, GED, or agree to earn high school diploma or its equivalent before using education award.
 - d) Not have served in an AmeriCorps program (AmeriCorps, Vista, NCCC) for two service terms.
- 3) Ensure that all recruited members and the Program Coordinator attend the *SAFE* orientation conference in Portland, OR, January 25-29, 2003. PLEASE NOTE: Once travel plans have

been confirmed for approved attendees (ex. Flights ticketed, hotel rooms and meals reserved), the operating site is responsible for all expenses in case of cancellation.)

- 4) Replace full-time members who leave or are terminated from the program before June 1 with newly recruited 900-hour and/or 450-hour members. Site will be responsible for training 900 hour and 450-hour members with materials provided by AFOP. (For Operating Sites who have committed to enrolling only 900-hour and 450-members, AFOP will provide an abbreviated form of training.)
- 5) Provide state certification training on pesticide safety required for *SAFE* members to issue EPA verification cards according to the state's Lead Agency and **guarantee that members have been tested according to the requirements of the state. A copy of the certification must be provided to AFOP for member files.**
- 6) Ensure that *SAFE* members who have not finished high school enroll in a GED program during their *SAFE* service & notify members that they may not use their education award until they have received a high school diploma or its equivalent. Site must send a copy of the GED when it is completed.
- 7) Provide assurance that AmeriCorps members will not be assigned to activities that would result in the displacement of a paid worker or that would normally be done by a paid worker (Assurance 1d).
- 8) Provide assurance that the AmeriCorps members will not conduct non-allowable activities as specified in AmeriCorps Provisions B5 and described on Assurance 1e (Assurance 1e).
- 9) Provide administrative support for *SAFE* members to fulfill their program objectives, including the use of a computer & internet access, telephone & long distance, fax machine, supplies, postage, copier, and office space.
- 10) Provide mileage reimbursements for *SAFE* members' local travel costs in completing their program duties according to host agency policy.
- 11) Maintain records of EPA cards issued by *SAFE* member trainers as required by State Lead Agency for Worker Protection Standard compliance.
- 12) Review, approve, and sign *SAFE* members' Time and Activity Reports. The Operating Site should verify the accuracy of this report and ensure that it is received by AFOP by the date listed on the AFOP calendar (generally no later than five days following the end of the reporting period). ***Stipend payments will not be processed until Time and Activity Reports are received.***
- 13) **To the extent permitted by state and local law, conduct criminal background on members as part of the recruitment and screening process. This documentation must be maintained consistent with state law.**

C) Grant Management & Program Support

- 1) Provide a participation fee of \$2,200 (\$4,275 in CA) per 1700 hour member per year. (\$200 of fee is non-refundable) Fee must be remitted within 30 days of receiving invoice from AFOP. The fee is pro-rated for part-time & summer members: \$1,140 (900 hour) & \$675 (450 hour). Non-AFOP members must pay a one-time only fee of \$500 to participate in *SAFE*.
- 2) Submit to AFOP In-Kind Contribution Reports thirty-days after the end of each quarter. 100% of in-kind commitment must be documented at the site level.

- 3) Participate in *SAFE* program telephone conference calls on planning, evaluations, and conference program development.
- 4) Submit requested progress reports and other surveys necessary for AFOP to compile data for CNCS and EPA.