



# 2009-2010 HOST SITE AGREEMENT

By and between



**Sponsor: The Community Technology Empowerment Project (CTEP),  
An AmeriCorps program of Saint Paul Neighborhood Network**

And



**Community Partner Agency:** \_\_\_\_\_

### Instructions for Community Partner:

- 1) Site will receive a pdf version of the agreement already signed and dated by the Executive Director of Saint Paul Neighborhood Network.
- 2) Both authorized signer and site supervisor should read the entire agreement thoroughly.
- 3) Discuss any concerns or suggestions for amendments with CTEP staff
- 4) Authorized signer should print out two copies of the agreement, and sign and date both copies on page 12.
- 5) Keep one copy for your records and return second copy to CTEP staff before the start date of the program (Tuesday, September 8). The community partner should mail the agreement to: Mike Wassenaar, Saint Paul Neighborhood Network, 375 Jackson Street Suite 250, Saint Paul, MN 55101.

This document defines the responsibilities of the Sponsor and the CTEP Community Partner with respect to CTEP AmeriCorps Member(s) to perform services to strengthen and supplement efforts to improve the technology literacy for low income families, recent immigrants, and residents who may have physical or mental disabilities.

### Member Award

The Community Partner is awarded the following members for the 2009-10 program year.

Member Award	
	Full-time (1720 hours)
	Half-time (910 hours)
	Quarter-time (460 hours)
	Minimum- time (310 hours)

### Questions?

Contact Libby Caulum at (651) 556-1389 or Joel Krogstad at (651) 556-1384, CTEP Program Directors.

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## **I. Terms of the Contract**

- A.** This Agreement shall become effective on the start date of the Member and shall terminate on the last day of service, unless terminated early by either partner. Any early termination of the Host Site Agreement between the Sponsor and the Community Partner will result in the termination of all provisions within this Host Site Agreement, with the exception of financial obligations outlined in Section III. Full-time CTEP Members will begin service as early as September 8, 2009 in order to complete the required 1720 hours of service by August 31, 2010.
- B.** The Sponsor may transfer a CTEP AmeriCorps Member from one Community Partner to another if the Sponsor determines that the Community Partner has a consistent pattern of not being able to meet the obligations of this agreement, and after attempts at redress it appears unlikely that necessary compliance from the Community Partner can or will be met.

## **II. CTEP Role and Responsibilities**

The CTEP AmeriCorps Program will:

- A.** Pay AmeriCorps Members' living allowances on a bi-weekly schedule.
- B.** Work to assist the Community Partner recruit incoming CTEP Members and conduct a first interview with all applicants to ensure that they meet AmeriCorps eligibility and are a strong match with the mission of CTEP and partner organizations. CTEP staff performs criminal background checks on all applicants accepted into the program before they are accepted into the program. The check will include a 1) national sex offender search, and 2) Minnesota Bureau of Criminal Apprehension (BCA statewide check) and/or Wisconsin Circuit Court Access. If the member has lived in other states within the past seven years, CTEP conducts a national criminal database search and county search for every county of residence. CTEP will provide a copy of the background results only if the host site requests the documents, and member consents that the information can be shared with the site. The CTEP Community Partner is also welcome to conduct more in-depth background checks if they so desire or are required to. If for some reason the background check is not complete by their start date, the applicant may participate in the pre-service orientation but cannot start at their service at their site until the record is cleared.
- C.** Provide an orientation for Members and Host Site Staff. Participants will receive information and training on:
  - 1.** Instruction on time and activity reporting, and other documentation on AmeriCorps and Program personnel policies and grievance procedures;
  - 2.** The AmeriCorps and the National Service movement and the Program operation, goals and objectives; and
  - 3.** Supervision of Members.

- D. Serve as provider of training and technical assistance for Members throughout the program year. Such assistance includes:
  - 1. Development and implementation of training sessions, Member meetings, and community service projects, and coordination with statewide Member events;
  - 2. Quarterly site visits by the CTEP program staff;
  - 3. Provision of service gear for Members; and
  - 4. Provide other support and assistance as needed to host sites and Members.
- E. Develop and instruct the Community Partner and CTEP AmeriCorps Members on systems for the effective evaluation of their Member(s) performance, including time and activity reports, monthly, semi-annual and annual reports, Member evaluations, and training session evaluations.
- F. Maintain and update Member service records including logs of hours served and training hours, and all enrollment, eligibility, Member agreements, status changes and exit forms as required by the Corporation for National and Community Service.
- G. Provide accounting and fiscal management services.
- H. Discipline or release a Member from service early either for cause or for compelling personal circumstance.
- I. Complete an assessment of the host site at mid-year and end-year for compliance with the agreement. This review tool serves as an indicator to assist CTEP staff in determining current and future partnership with the site. See Appendix A for a copy of Site Review Tool.

### III. Community Partner Roles and Responsibilities

- A. **The CTEP Community Partner must assign their Member a Site Supervisor who oversees the Member's work and performance.** CTEP expects that the site supervisor has previous experience in supervision, has an understanding of digital divide issues, manages day to day operations in the program area where the member serves, and creates the necessary time to supervise the member. **This Site Supervisor donates at least 15 hours a month of his/her work-time to CTEP program and Member support as in-kind hours for a full time Member, or 7.5 hours a month for a half time Member.** This portion of the Site Supervisor's salary must come from a non-federal source, unless CTEP receives a written consent from the Site Supervisor's federal funder that the funder understands their funding is supporting another federal agency through AmeriCorps. The Site Supervisor must disclose to CTEP administration the amount of his/her loaded salary (total wage plus benefits) in order to calculate the site in-kind contribution. This information is kept confidentially by CTEP

administration. The Site Supervisor is required to update his/her loaded salary amount whenever there is a change.

If the Community Partner wishes to change the site supervisor for any reason, selection of a new site supervisor requires the approval of CTEP staff. Training of the new site supervisor would be a joint responsibility of site staff as well as CTEP staff. If the site cannot identify a new site supervisor who can adequately supervise the member, then this would be grounds for CTEP ending the agreement and transferring the member to another location.

**B.** The Host Site Supervisor agrees to the following **Member support**:

1. Be available ideally on a daily basis for the Member. At the very least, a weekly meeting for a minimum of an hour is required between Member and Supervisor.
2. Supervisor should have some organizational authority in specific program where the CTEP AmeriCorps Member serves.
3. Advocate for the CTEP AmeriCorps Member within the organization. The Site Supervisor is the translator to the rest of the organization about AmeriCorps, what is appropriate for an AmeriCorps Member and what is not appropriate. The Site Supervisor is the first line of defense if the Member is looking for support. CTEP staff will become involved if a Supervisor and Member cannot resolve an important issue.
4. Be the only person at the site who gives the Member work tasks. No one else at the site can give the Member a standing work responsibility. If there is a situation where other site staff also need to direct the AmeriCorps Member, this must be approved by CTEP staff beforehand.
5. Inform CTEP staff if a Member has violated the terms of their contract in some way (unprofessionalism, repeated tardiness, not turning in work on time, etc). CTEP staff then can then determine what corrective action is necessary. A Site Supervisor does not have the ability to unilaterally suspend a CTEP Member from their site unless they determine that personal safety is involved.
6. Provide necessary training opportunities for CTEP AmeriCorps Members to be able to perform their specific site work.

**C.** The Community Partner assures that the CTEP AmeriCorps Member is not involved in any **prohibited activities** while they are serving hours or representing AmeriCorps or the site. These activities include:

1. Any activity that attempts to influence legislation, an election or aid/ endorse a partisan political organization or candidate, or supporting a non-profit that engages in lobbying;
2. Voter registration drives. In addition, Corporation funds may not be used to conduct a voter registration drive;

3. Help or hinder union activity, contracts for services or collective bargaining agreements;
4. Engage in religious instruction, provide service as a part of a program that includes mandatory religious instruction or worship, engage in any form of religious proselytization (effort to convert others to a certain faith), or construct, maintain, or operate facilities devoted to religious instruction or worship;
5. Organize or engage in protests, petitions, boycotts, or strikes;
6. Provide a direct benefit to a for-profit entity;
7. Discriminate against any person because of age, race, religion, color, disability, sex, marital status, physical condition, arrest or conviction record, drug abuse, alcohol abuse or alcoholism, developmental disability, sexual orientation, ancestry, or national origin; or
8. Perform clerical or receptionist duties.

- D.** The Community Partner **recruits in a timely fashion**. Once CTEP staff sends a candidate's application for a site's consideration, the Site Supervisor has **two** working days to let CTEP know if they intend to interview the candidate and contact the candidate to let them know of their intention to interview or not. Schedule your interview **within a week** of contacting the candidate. Decide to offer or not offer **within a week** of interview. Let CTEP staff know that you intend to offer a position and receive our approval before you make an offer to the candidate.
- E.** The Community Partner **provides a work plan** or job description for the use of CTEP AmeriCorps Members prior to the start date of the Member. Modified work plans are then submitted 30 days after the start date of the Member. Throughout the course of the Member's service year, the Site Supervisor must correct the Member's work plan as soon as possible if a Member does not have enough work to do or is behind on hours, or if there is a substantial change in a Member's work plan. Any changes to the Member's workplan must be approved by CTEP staff before implementation.
- F.** The Community Partner **provides transportation** for CTEP AmeriCorps Project Members IF their service activities require them to travel during the work-day from one site to another.
- G.** The Community Partner provides **adequate working space** to permit CTEP AmeriCorps Members to perform their assigned duties. This includes:
1. work phone with personal answering machine;
  2. access to a computer at all times that has
    - a. internet and access to work email
    - b. computer applications needed for their work
    - c. place to save work files electronically on site;

3. access to printer and copier with paper;
  4. materials and supplies related to the performance of assignments;
  5. access to refrigerator and microwave;
  6. place to keep personal belongings (preferably secured); and
  7. adequate time in schedule when they are uninterrupted by clients to better concentrate on capacity building projects and direct service preparation (*minimum* of two hours a day should be standard) site should be accessible to people with disabilities, such as allowing use of a wheelchair.
- H. The Community Partner **provides business cards** to the member with site organization logo. The only exception to this is if no other staff with the community partner have business cards. The member should be listed as "CTEP AmeriCorps member" as well as their service site role title such as "Community Technology Coordinator." These cards should be provided to the member within their first 60 days of service.
- I. The Community Partner understands that the CTEP AmeriCorps Member is not required to work over 1720 hours for the year which is written into their contracts. **Only 1460 of the total 1720 hours are required to be served at the service site.** Over the course of the year, the Member will serve 100 hours on CTEP collaborative projects, and then 160 hours of CTEP staff-led professional development trainings. **The site should schedule their Member for an average of 35 hour work weeks during a non-Corps day week and 28 hour work weeks during a Corps day week. If the Member falls behind in their target hours (due to vacation or illness) to complete their 1720 hour service commitment, the site and CTEP staff will implement a corrective plan with the Member that will increase site requirements for weekly hours served.** It is in the Member Contract that the Member must seek approval from the Site Supervisor for any time they need to leave a site during regularly scheduled hours for CTEP collaborative projects, vacation, or other. Any Member vacation length of over a week must also be approved by CTEP staff in addition.
- J. The Community Partner provides the first recourse to the Member(s) assigned to it for resolution of disputes or grievances related to service with the organization. If the performance doesn't improve, the Supervisor should provide the Member and the AmeriCorps Program Director with a written statement specifying necessary areas of improvement. A written statement describing the areas of improvement needed and a setting a probationary period should be signed by all parties. The site should also determine if staff can help the Member to improve performance through additional training, instruction or support. At the end of the probationary period a meeting with the Member should be set to evaluate performance and if there is no evidence of improvement a decision will be made whether to extend the probationary period, or to terminate the Member's placement at that site.

The Community Partner must notify CTEP staff immediately regarding unscheduled changes of status and conditions of CTEP AmeriCorps Members, such as arrests, hospitalization, and absence without leave. The Community Partner understands that they can tell a Member not to report back to the site until a conflict has been resolved, but the Community Partner cannot unilaterally dismiss the CTEP AmeriCorps Member without agreement from the Sponsor.

- K.** The Community Partner **maintains reporting** concerning matters involving CTEP AmeriCorps Members and the project as the Corporation may require. The CTEP Community Partner agrees to retain such records as the Corporation may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation for the purpose of litigation, audit, or examination. This includes:
- 1. approving Member timesheets.** Site Supervisor will keep track of and be able to verify Member hours for the timesheet categories of direct service, training, and capacity building. CTEP staff takes responsibility for verifying Corps day hours and CTEP project hours. **A Supervisor has until the Wed after a timesheet period is due to approve a timesheet** once he/she has received it electronically from the Member.
  - 2. tracking in-kind hours for Supervisors,** to be submitted by the first Wed of the following month.
  - 3. completing mid and end year reporting** on the achievement of Members such as volunteers mobilized, direct service outcomes for community residents, capacity building projects, etc.; and
  - 4. completing a mandatory mid-term and year-end performance evaluation** of CTEP AmeriCorps Members.
- L.** The Community Partner allows CTEP AmeriCorps Members to participate in local emergency disaster relief efforts if needed.
- M.** The Community Partner allows CTEP AmeriCorps Members to participate in Days of Service, i.e., Martin Luther King Day of Service, National AmeriCorps Week, Make A Difference Day, should activities be organized in the communities where the Members are in service.
- N.** The Community Partner allows CTEP AmeriCorps Members to participate in special trainings and independent/corps project days, including all day CTEP AmeriCorps Member training days on the 1<sup>st</sup> and 3<sup>rd</sup> Fridays of each month, and committee meetings as they arise.
- O.** The Community Partner references and promotes the CTEP AmeriCorps program in any internal or external communications that reference projects that include Member service activities.

- P. The Community Partner posts an AmeriCorps sign provided by CTEP staff to identify the site as an AmeriCorps site. The sign should be placed in a public space at the site.
- Q. The Community Partner provides letters of support to help CTEP raise funds to support the AmeriCorps Program if requested.
- R. The Community Partner agrees to pay Saint Paul Neighborhood Network a site fee to meet the organization's matching funds for living allowances, benefits, or other agreed costs as they may apply to the Member(s) serving the organization. **The Community Partner agrees to pay the site fee by October 8, 2009, 30 days after the start date of the program. Check should be made payable to the Saint Paul Neighborhood Network. The Community Partner will receive an invoice for this fee by the first week of the Member's service, unless the Community Partner requests that the invoice be sent earlier. The service year fee is \$4000 for each full-time Member at the site. Federal dollars cannot be used as the source for the cash match,** unless the site provides a written statement from their federal funder stating that the federal funder consents to its funds being used as match for another federal program.

Late charges will be added to any site fee that is not paid by Oct 8, 2009. Failure to pay will cause the immediate termination of the contract.

In the event of an early Member termination either for compelling personal circumstances or for cause, Saint Paul Neighborhood Network will return a prorated amount of the Member fee to the CTEP Community Partner only if 1) the Member had completed less than 510 hours (30 percent of their total service year), and 2) the site does not refill the slot with a new member during that program year.

- S. The Community Partner Site Supervisor agrees to **attend quarterly meetings** with CTEP staff and other CTEP Community Partners to discuss ongoing logistics of the program and strengthen the community network. The community partner agrees to cover all necessary costs associated with sending Community Partner Site Supervisors to CTEP AmeriCorps orientation workshops and quarterly meetings.
- T. The Community Partner agrees to provide one CTEP advisory board member during the project period to meet quarterly with CTEP leadership team if requested.
- U. The Community Partner **may not compensate the Member in the form of salary or other direct monetary compensation beyond the living allowance that the Member is receiving from Saint Paul Neighborhood Network.** Nondirect monetary compensation in the form of decreased costs such as paying for bus passes, offsetting rent charges, and gift cards are acceptable.

#### IV. Safety of Member

Both parties to this Host Site Agreement shall make every reasonable effort to ensure that the health and safety of the CTEP AmeriCorps Members are protected during the performance of their assigned duties. Neither the Sponsor nor the CTEP Community Partner shall assign or require CTEP AmeriCorps Members to perform duties that would jeopardize their safety or cause them to sustain injuries.

## **V. Non-Discrimination Policy**

No person with responsibilities in the operation of the project shall discriminate against any CTEP AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against by CTEP staff or others related to the project, or if you want more information, contact:

Mike Wassenaar  
Executive Director  
Saint Paul Neighborhood Network  
375 Jackson Street, Suite 250  
Saint Paul MN 55101  
(651) 298-8900 or [wassenaar@spnn.org](mailto:wassenaar@spnn.org)

or

Office of Civil Right and Inclusiveness, Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
(202) 606-7503 (voice); (202) 565-2799 (TTY); [eo@cns.gov](mailto:eo@cns.gov) (e-mail)

## **VI. Member Fundraising**

**A. Acceptable Member Fundraising Activities.** CTEP AmeriCorps Members may raise funds directly in support of their specific project's service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fundraising activities Members may perform include, but are not limited to the following:

1. Seeking technology donations from companies;
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
4. Seeking a donation from alumni of the program for specific service projects being performed by current Members.

- B. Prohibited Fundraising Activities.** A Member's service activities may not include the following:
1. Raising funds for his or her living allowance;
  2. Raising funds for an organization's operating expenses or endowment;
  3. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; and
  4. Writing grant applications for funding provided by any other federal agencies.

## **VII. Non-Displacement Policy**

The Community Partner agrees to not assign CTEP AmeriCorps Members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for services. Specifically:

- A. Prohibition on displacing an employee or position.** The CTEP Community Partner may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a Member in a Program or project.
- B. Prohibition on selecting an employee for participation.** The CTEP Community Partner may not select a Member who is currently employed by the Community Partner or who was employed by the Community Partner in the previous six months, unless the Corporation waives this requirement upon sufficient demonstration of non-displacement.
- C. Prohibition on promotional infringement.** The CTEP Community partner may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
- D. Prohibition on displacing employee services, duties or activities.** The CTEP AmeriCorps Member may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
- E. Prohibition on supplanting, hiring or infringing on recall rights.** The CTEP AmeriCorps Member may not perform any services or duties or engage in activities, that:
1. Will supplant the hiring of employed workers; or
  2. Are the services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

**F. Other prohibitions.** A Member in a Program or project may not perform services or duties that have been performed by or were assigned to any:

1. Presently employed worker;
2. Employee who recently resigned or was discharged;
3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
4. Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
5. Employee who is on strike or is being locked out.

**VIII. Modifications**

This Host Site Agreement may be amended at any time by an Agreement in writing executed by authorized representatives of the Sponsor and the Community Partner.

**IX. Authorization**

Saint Paul Neighborhood Network/CTEP (Sponsor) and Community Partner hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document.

**For the Community Partner Organization:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For the CTEP AmeriCorps Program:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**APPENDIX A to Host Site Agreement  
CTEP SITE REVIEW TOOL**



**Program Year** \_\_\_\_\_

**Site Location:** \_\_\_\_\_

**Mid-Year Monitoring** \_\_\_\_\_

**Name of Site Supervisor:** \_\_\_\_\_

**Year End Monitoring** \_\_\_\_\_

**# of Years in CTEP Program:** \_\_\_\_\_

*Directions: Site Supervisors, please fill out prior to mid- and end-year visit by CTEP staff. This review tool serves as an indicator to assist CTEP staff in determining current and future partnership with the site, and making corrective plans when necessary.*

<b>CTEP EXPECTATIONS</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
<b>The Site has an adequate working space for the Member (work phone with answering machine, access to computer that has internet and work email, place to save work files electronically on site, access to printer and copier, access to refrigerator and microwave, place to keep personal belongings, is accessible for people with disabilities)</b>			
<b>Site is playing an active role in recruiting for their future Member</b>			
<b>Site is following up with potential candidates in a timely manner</b>			
<b>Member and Supervisor are meeting on at least a weekly basis</b>			
<b>Supervisor is responsive to Member needs</b>			
<b>Member's work plan is appropriate to the talents of the Member and has the right mix of direct service and capacity building activities</b>			
<b>Member has an average of two hours a day when they are uninterrupted by clients to better concentrate on capacity building projects and direct service preparation</b>			
<b>Member is not involved in any general site fundraising or other activities as prohibited by AmeriCorps</b>			
<b>Supervisor has let CTEP staff know if a Member has violated the terms of their contract in some way</b>			

<b>Member is not replacing the work of staff at the site</b>			
<b>Site is reimbursing Member for travel if traveling between work sites during the day, or the conditions of the job require new travel beyond what the Member had originally agreed upon at the beginning of his/her service term</b>			
<b>Supervisor is the only staff Member who gives the Member work tasks, or CTEP has approved an alternate system</b>			
<b>Supervisor approves Member timesheets by the Wed after each payroll due date</b>			
<b>Supervisor responds to calls or emails from CTEP in a timely manner</b>			
<b>Supervisor submits in-kind hours monthly by the first Wed of the following month</b>			
<b>Supervisor is providing at least 15 hours a month to CTEP program</b>			
<b>Supervisor has attended quarterly CTEP Site Supervisor meetings</b>			
<b>Site submitted partner fee within 30 days of the start of the Member</b>			
<b>Supervisor submits data reporting and other required tasks to CTEP complete and on time</b>			

**Areas agreed for improvement by Host Site:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Areas agreed for improvement by CTEP:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Site Supervisor Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**CTEP Staff Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_