

OK AS TO FORM
RM 8-15-14

Agreement

For Corporation for National and Community Service Project Numbered 13VSSTN004

Sub-recipient's Name:	Jefferson County Board of Education (dba Jefferson County Public Schools)
Sub-recipient's Address:	VanHoose Education Center, 3332 Newburg Road, Louisville, KY 40218
Sub-recipient's Contact:	Becky Crump
Effective Date:	August 26, 2014
Termination Date:	August 25, 2015
Sponsor	55,000 Degrees
Address:	325 W. Main Street, Louisville, KY, 40202
Contact:	Lilly Massa-McKinley- 502-585-4649

This Agreement is between Jefferson County Board of Education (dba Jefferson County Public Schools) (Sub-recipient) and 55,000 Degrees (Sponsor) and is a subcontract of the agreement between 1) Corporation for National and Community Service (CNCS) and 2) 55,000 Degrees concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act as amended, (42 U.S.C. 4951 et seq.) (the Act).

The primary purpose of this Agreement is for 55,000 Degrees to provide Jefferson County Public Schools with up to two (2) AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application to CNCS. The Project Application is incorporated in the Agreement by reference.

I. General Provisions

1. Duration of this Agreement

This Agreement is for approximately one year, and shall become effective on the date of execution of this Agreement. The date of execution of this Agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on Effective Date and shall end thereafter on Termination Date, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

AmeriCorps VISTA members shall not be considered employees of either Jefferson County Public Schools or 55,000 Degrees. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. §5055 of the Act.

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. §5044 of the Act, the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

II. Responsibilities of the Parties

1. 55,000 Degrees' responsibilities

- a. Assign AmeriCorps VISTA members to Jefferson County Public Schools. All member assignments are at the discretion of the 55,000 Degrees and CNCS.
- b. Provide technical assistance to Jefferson County Public Schools in planning, development, and implementation of the project.
- c. Comply with the provisions of the Memorandum of Agreement between the CNCS and 55,000 Degrees.
- d. Ensure all selected VISTA members have successfully completed a Criminal Records Check per Jefferson County Board of Education requirements for volunteers.
- e. Provide technical assistance to Jefferson County Public Schools in planning, development, and implementation of the project and VISTA Assignment Description.
- f. Assist in the provision of pre-service, early service, and in-service training as specified in the Project Application.
- g. Assign AmeriCorps VISTA members to Jefferson County Public Schools, matching interests and skills with tasks to be accomplished in the approved work plants in the Project Application.
- h. Provide support to AmeriCorps VISTA members.
- i. Retain full responsibility for the management and fiscal control of the project.

2. Jefferson County Public Schools obligations

- a. Provide an acceptable VISTA Program Plan for the AmeriCorps VISTA member prior to the assignment start of said member.
- b. Provide day-to-day supervision of the activities of the AmeriCorps VISTA member.
- c. Provide materials and supplies related to the performance of assignments and adequate working space to permit the AmeriCorps VISTA member to perform their assigned duties.
- d. Assist, when requested by 55,000 Degrees, in reviewing performance of the AmeriCorps VISTA member/s.
- e. Notify 55,000 Degrees immediately regarding any changes of status and conditions of the AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
- f. Maintain such records and accounts, and make such reports and investigations, concerning matters involving the AmeriCorps VISTA member/s and the project as CNCS may require. Jefferson County Public Schools agrees to retain such records as 55,000 Degrees or CNCS 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 CNCS for the purpose of litigation, audit, or examination.
- g. Submit Project Progress Reports and other requested documents for reporting within the required time frame.
- h. Work with 55,000 Degrees to schedule at least one site visit at a time convenient for both 55,000 Degrees and Jefferson County Public Schools.
- i. Allow the AmeriCorps VISTA member/s to participate in local emergency disaster relief efforts, if needed.
- j. Not hire AmeriCorps VISTA member/s before their year of service has been completed.
- k. Provide reimbursement to any AmeriCorps VISTA member/s required to travel on behalf of the project Station as outlined in the Agreement and policies of Jefferson County Public Schools.
- l. Assist in the recruitment of the AmeriCorps VISTA candidate/s to fill all positions granted to Jefferson County Public Schools from 55,000 Degrees.
- m. Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA member/s within the first week of their service term, and beyond if needed.

- n. Ensure that all members work a full-time schedule of at least 37.5 hours per week, or if project policies and/or procedures require full-time employees to work greater than 37.5 hours per week.

3. Affiliation with CNCS and AmeriCorps VISTA

- a. This project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.
- b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If Jefferson County Public Schools uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a federal assistance provider. Jefferson County Public Schools must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. Jefferson County Public Schools may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

4. Joint responsibilities

55,000 Degrees and Jefferson County Public Schools will cooperate together in all pre-service and in-service trainings (online or face-to-face).

5. Prohibition on nepotism

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements as follows:

a. VISTA members

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he is:

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at 55,000 Degrees or Jefferson County Public Schools;

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at 55,000 Degrees or Jefferson County Public Schools;]

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

b. VISTA project supervisory employees

A project site employee is prohibited from holding a VISTA project supervisory position if s/he is:

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project:

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

in the immediate family (e.g., spouse, domestic partner, parent, or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

6. Nondiscrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA 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, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

7. Sexual harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the Sub-recipient of federal financial assistance from CNCS, Jefferson County Public Schools is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether 55,000 Degrees, its agents or supervisory employees should have known of the acts;

unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment; or

acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where 55,000 Degrees, its agent or its supervisory employees knew or should have known of the conduct, unless 55,000 Degrees took immediate and appropriate corrective action.

8. Delegation and subcontracting

Jefferson County Public Schools is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subsites.

9. Supplemental payments prohibited

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Jefferson County Public Schools is strictly prohibited from supplementing these allowances, either as cash or in-kind payments outside of providing third-party housing support and must assure that others, such as any participating Jefferson County Public Schools project sites, do not do so.

10. Prohibitions of use of CNCS assistance by Jefferson County Public Schools

Jefferson County Public Schools agrees that no AmeriCorps VISTA member assigned to Jefferson County Public Schools, and no other federal financial assistance provided by 55,000 Degrees, under this Agreement, shall be used to assist, provide or participate in:

partisan and non-partisan political activities associated with a political candidate, including voter registration;

direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;

labor or anti-labor organization or related activities, or

religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

11. Jefferson County Public Schools further agrees not to:

Carry out projects utilizing CNCS resources resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls;

assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.

approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever;

request, charge or accept participation or application fees from VISTAs, VISTA candidates, and potential AmeriCorps VISTA candidates, or

employ a VISTA member prior to the end of the member's scheduled term of service.

12. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of 55,000 Degrees and Jefferson County Public Schools. In addition all parties agree to amend this Agreement as required by paragraph 16 of Part II, "Increase in AmeriCorps VISTA Members Allowances During This Agreement."

13. Severability

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

14. Notices

All notices and communications required to be given to 55,000 Degrees by Jefferson County Public Schools, except as specifically provided in paragraph 15 of Part II, shall be directed to the contact information provided in the Agreement at contact's mailing address.

In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Agreement number and 55,000 Degrees' EIN.

15. Termination, suspension, or non-renewal

55,000 Degrees: Right to terminate with notice. 55,000 Degrees may terminate this Agreement at any time of termination of its agreement with CNCS.

Jefferson County Public Schools: Jefferson County Public Schools may terminate this Agreement any time upon 30 days written notice to 55,000 Degrees.

16. Increase in AmeriCorps VISTA payment amounts during this Agreement

The parties to this Agreement are cognizant of the likelihood of future area-based "cost of living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at Jefferson County Public Schools. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

17. Cost share payment provisions

- i. 55,000 Degrees will provide an accounting invoice to Jefferson County Public Schools for the funds owed to CNCS for VISTAs under the cost share agreement. Jefferson County Public Schools agrees to pay in full the amount charged, including cost-share of \$2,500.00 per VISTA member for the year, travel allowance estimated at \$50.00 per month per VISTA member, and a monthly housing allowance of \$50.00 per month per VISTA member. If a VISTA member ends service before the year commitment is over, the remainder amount of payment will be reimbursed to JCPS by 55,000 Degrees.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.

Sponsor:

Sub Recipient:

Lilly Massa-McKinley

Name: Donna M. Hargens, Ed.D.

Project Leader

Title: Superintendent

Date:

Date: _____

55,000 Degrees
325 W. Main Street
Louisville, KY, 40202

Jefferson County Public Schools
3332 Newburg Road
Louisville, KY, 40218