



LITERACYWORKS AMERICORPS and LIBRARY SITE AGREEMENT

This agreement is entered into between Literacyworks Americorps (Literacyworks) and the National City Public Library (the “Site”) for the California Library Literacy Services AmeriCorps Initiative for the 2022-2023 program year. The following is understood and agreed to by both parties:

I. Roles and Responsibilities of Literacyworks

As the lead agency administering the grant awarded to Pacific Library Partnership, Literacyworks will:

- A. Provide AmeriCorps members’ living allowance through direct deposit upon submission of a service log signed and dated by the Member and Site Supervisor (electronic via America Learns), and in accordance with AmeriCorps’ requirements.
- B. Provide all eligible, full-time members with health insurance coverage and other benefits as required by AmeriCorps’ policy and all other regulatory agencies.
- C. Serve as the primary provider of training and technical assistance for members throughout the program year. Such assistance includes:
 1. A Project Administrator employed by Literacyworks who oversees the AmeriCorps Program and assists members and Site Supervisors throughout the program year. Kathy St. John will be the Project Administrator for the 2022-2023 program year and will be the representative of AmeriCorps with respect to all references to the AmeriCorps herein, unless otherwise specified.
 2. Supporting libraries in recruiting AmeriCorps members for placement at the Site;
 3. Providing recruitment support materials to all Sites recruiting members;
 4. Developing an annual schedule for the members, including training sessions, monthly meetings and community events;
 5. Conducting an annual Site visit; more frequent visits may be performed as needed for trouble shooting or to assist with proper program implementation;
 6. Providing AmeriCorps identification for members;
 7. Providing assistance to members and Site personnel to ensure all AmeriCorps Program performance measures are addressed; and
 8. Processing reimbursements for member travel costs as approved.

- D. Provide an initial and ongoing AmeriCorps orientation for members and for all participating Site staff. Participants will receive information and training on:
1. Member service requirements and benefits, as well as instruction on completing service logs and other required documentation, AmeriCorps personnel procedures, and grievance procedures;
 2. The AmeriCorps and the National Service movement and AmeriCorps' goals and objectives.
 3. Effective practices for achieving AmeriCorps' goals, including but not limited to volunteer recruitment and management, tutoring, and related topics.
- E. Provide fiscal management and accounting services for the overall project to include processing of living allowance payments, health insurance, initial registration and maintenance of worker's compensation and other required benefits. Assist Sites with determining and documenting the value of the in-kind match provided for member supervision.
- F. Pay costs for National Service Criminal History Checks for all members using Truescreen and Fieldprint, as required. Work with library Sites to ensure library staff supervising AmeriCorps members meet CNCS background check requirements.
- G. Work with Pacific Library Partnership as Fiscal Agent to AmeriCorps' State and Federal Offices.
- H. Maintain required member records in compliance with AmeriCorps' guidelines. Member files will be maintained in America Learns.
- I. Develop and distribute forms for the effective evaluation and continuous improvement of the program, including training questionnaires, program evaluation, and member evaluations.
- J. Complete an annual audit as required by AmeriCorps.
- K. Provide member and Site oversight to ensure compliance with all of AmeriCorps' policies and procedures and to facilitate the successful completion of each member's term of service at the site.

II. Roles and responsibilities of all library sites (Sites) participating in the CLLS AmeriCorps Initiative:

- A. Site staff will train and supervise members, including:
1. Offering basic literacy tutor training for members;
 2. Providing training on local program expectations;
 3. Ensuring members understand performance measures, and building support for achievement of AmeriCorps' performance measures and measurement of expected outcomes;
 4. Helping members develop skills and techniques for successful completion of AmeriCorps responsibilities such as tutoring and volunteer and learner recruitment;
 5. Ensuring that members perform timekeeping and outcomes measurement tracking through America Learns and other systems.
- B. Have adequate resources to fulfill the goals of the Program and AmeriCorps, as well as the individual goals and program objectives of the members. In addition to paragraph B below, these resources include: administrative support, daily access to a computer, email, telephone, supplies, postage, copier, and office space (including a suitably secure location for storing personal effects).
- C. Provide a partner cash match of \$5,000 per full-time member, \$2,000 per half-time members, and/or \$1,000 per quarter-time member for a minimum of 2 members serving at the site. Entire payment is due by September 30, 2022, unless other arrangements are discussed with Literacyworks Executive Director Paul Heavenridge. In conjunction with the AmeriCorps program, Sites will document Site in-kind match as part of the total program match required by the funding agency. This requires Site Supervisors to complete timekeeping forms to document actual value of Site supervision based on the identified supervisor's actual wages and employer-paid benefits.
- D. Identify Site Supervisor(s) to ensure adequate supervision of members in their pursuit of program goals and activities. These Site Supervisors must have criminal background clearance in accordance with CNCS policy. Literacyworks AmeriCorps staff submits the required check on each designated supervisor as part of the requirement. At library sites, this is the CLLS Literacy Coordinator, acting as Site Supervisor. At non-library sites, this can be a paid staff member. Identify a Member Supervisor to fulfill program responsibilities and coach/mentor the AmeriCorps member if the Site Supervisor is likely to be unavailable during the member's service hours. The Member Supervisor is expected to report to the Site Supervisor. The Site and Member Supervisors oversee the program operations and daily, direct supervision of the members at the assigned site. The Site Supervisor is responsible for the following:

1. Conducting the interview process for member applicants; selecting members based on their experience and qualifications; complying with State and Federal nondiscrimination laws throughout the selection process. Literacyworks recommends that all Site staff participate in the member selection process. Note that final selection of members is subject to Literacyworks review;
2. Attending a Site Supervisor training organized by Literacyworks and described in Section I. Paragraph D. above to include the Member Supervisor;
3. Ensuring all Site and Member Supervisors are trained and fully informed regarding AmeriCorps' policies, procedures, goals and allowable member utilization;
4. Maintaining knowledge of and compliance with Member Handbook and Contract guidelines;
5. Providing an office and Site orientation for new members to introduce staff, explain office policies and include all items listed on the Site Orientation Checklist;
6. Identifying and assigning responsibilities to each member;
7. Supervising and assisting the members in the implementation of their service plans to ensure that each member is making adequate progress toward their adult literacy tutoring and learner and volunteer recruitment objectives. Verifying that each member is keeping data on performance measures. Developing library systems to accurately capture volunteer data for the California Library Literacy Services volunteers involved in Site assistance/projects, and assisting members to turn in required volunteer data reports;
8. Monitoring and approving the members' hours of service through the America Learns Impact Suite. **Members must only engage in allowable AmeriCorps activities.** These activities are listed in the member contract and covered in the Site Supervisor trainings;
9. Completing any reports, surveys and/or information requests as required by AmeriCorps within the requested time frame;

10. Submitting proper forms if a member is not present for agreed-upon service. The Literacyworks AmeriCorps Project Administrator should also be notified of any service problems;
11. Ensuring that members are serving AmeriCorps Program goals and objectives - not serving in **regular** daily routine library activities that are non-allowable activities under AmeriCorps guidelines;
12. Prior to placement of members, consulting with the appropriate labor organization representing employees in the area who are engaged in the same or similar work activity as those activities proposed to be carried out by the AmeriCorps Program to ensure compliance with federal non-displacement requirements. Documentation of such consultation to be kept on file by site and is available for review upon request. **Sites agree to adhere to the following federal Corporation (Corporation for National & Community Service (CNCS) nondisplacement requirements:**

(a) An employer 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 receiving Corporation assistance.

(b) An organization may not displace a volunteer by using a member in a program receiving Corporation assistance.

(c) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(d) A member in a program receiving Corporation assistance 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) A member in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

(i) Will supplant the hiring of employed workers; or

(ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(iii) A member in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

(iv) Currently employed worker;

(v) Employee who recently resigned or was discharged;

- (vi) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (vii) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (viii) Employee who is on strike or who is being locked out.
13. Assuring that library will not hire members as library staff or any other paid position that would prevent the members from completing their contracted term of service;
 14. Acting as a mentor for AmeriCorps members for tutoring, personal development and service at the library and in the community;
 15. Displaying AmeriCorps symbol in the Site office;
 16. Releasing the members to attend all required AmeriCorps training sessions and special AmeriCorps service projects such as Days of Service;
 17. Providing any additional training necessary for the members to accomplish their projects that is above and beyond the training provided by AmeriCorps;
 18. Including AmeriCorps members in staff trainings and meetings, and other organization meetings as appropriate;
 19. Discussing with the member and submitting initial, mid-term and final evaluation forms for each member to AmeriCorps on forms provided by AmeriCorps **and alerting the Literacyworks office within 25 days of member start date if there is a concern about the member's ability to fulfill the member responsibilities or complete the program year;**
 20. Ensuring that any member in violation of the terms of the Member Service Agreement is disciplined in a manner consistent with the agreement. All disciplinary actions (verbal or written) must be documented and the documentation sent to the Literacyworks office. Before any member is terminated for cause, the Literacyworks AmeriCorps Project Administrator must be notified and sent all supporting documentation;
 21. Providing reimbursement for expenses incurred by members to attend additional Site-specific training (i.e. transportation costs, etc.) where appropriate;

22. Assuring adherence to guidelines from library and Member Handbook about contact with minor-age children as follows:

- a. During service hours, another adult must supervise any one-on-one interaction with minor age children by a member.
- b. The member is prohibited from having any contact with minor age children involved in the AmeriCorps Program during non-service hours.

E. Ensure that staff and members, while performing activities supported by the AmeriCorps Program or the Corporation, do not engage in the following activities:

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes
- Assisting, promoting or deterring union organizing;
- Impairing existing contracts for services or collective bargaining agreements;
- Serving as daily clerical or other secretarial support for any staff or regularly serving any daily library duty;
- Writing or assisting in the preparation of any reports, proposals, grants, or fundraising to benefit the AmeriCorps program;
- Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- Engaging in religious instruction; conducting worship services; constructing or operating facilities devoted to religious instruction or worship; or engaging in any form of religious proselytization;
- Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent members from engaging in advocacy activities undertaken at their own initiative;
 - (v) An organization engaged in the religious activities described in this section, unless Corporation assistance is not used to support those religious activities;

- Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- Providing abortion services or referrals for receipt of such services; and
- Such other activities as the Corporation may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Members should not wear the AmeriCorps logo while doing so.

- F. With respect to dispute resolution with a member or AmeriCorps on a complaint arising from the interpretation or application of personnel policies or practices, comply with the Grievance Procedure outlined in the AmeriCorps Member Handbook.
- G. The Site understands that any allowable photograph, audio recording, video or film taken of the Site in conjunction with AmeriCorps can be used by the Commission and/or AmeriCorps without the site's express permission. The Site foregoes any rights to royalties in conjunction with photographs, images, audio recordings, video or film. Student confidentiality will be honored.
- H. If either AmeriCorps or the Site releases a member from service for any reason, AmeriCorps cannot guarantee a replacement member for the Site.

III. Amendments to this Agreement

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

PLEASE SUBMIT THE FOLLOWING SIGNATURE PAGE

SITE AGREEMENT 2022-2023

The Library and Literacyworks AmeriCorps hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document.

Signature of Library Director / Date

Library Name (Print)

(Print) Name of Library Director

Signature of Site Supervisor / Date

Site Name (Print)

(Print) Name of Site Supervisor

Signature of Member Supervisor / Date

Name of Member Supervisor (Print)



Literacyworks
Organization of Project Administrator

Signature of Project Administrator/ Date

Kathy St. John
Name of Project Administrator (Print)



Literacyworks
Literacyworks Executive Director

Signature of Literacyworks Executive Director/ Date

Paul Heavenridge
Name of Literacyworks Executive Director (Print)