

SITE AGREEMENT – 20AC220606

This site agreement is effective the date of last signature and is between the Regents of the University of Idaho, a public university of the state of Idaho (“**UI**”), and _____ (“**Site Partner**”). UI and Program Site may be referred to individually as “**party**” or collectively as “**parties**.”

UI received a grant from Serve Idaho to participate in the Idaho AmeriCorps State Planning Grant. UI’s purpose is to work with rural, economically disadvantaged, and socially isolated youth to: improve academic engagement and social-emotional skills in K-12 youth through out-of-school and afterschool programs in Idaho’s 44 counties. Site Partner shall assist in this work by hosting at least one AmeriCorps member (“**Member**”). The Member shall be primarily engaged in direct service implementing Positive Youth Development curriculum at the Site Partner’s facilities as agreed upon by University and Site Partner.

University and Site Partner therefore agree as follows:

1. **Period of Service.**

The Period of Service for this agreement shall begin on **September 1, 2020** and end on **August 31, 2021**.

2. **Funds.**

- a. Site Partner shall pay University **\$ 8,300**(per Full-Time), **\$4,267**(per Half-time), and **\$2,100**(per Quarter-time) “**Site Fee**” for Member(s) recruited and enrolled with Site Partner. The Site Fee is non-refundable even if a Member quits or is terminated. University shall invoice Site Partner for payment of the Site Fee upon initiation of criminal history checks. In the event, the Member exits before term of service begins, or fails to pass a criminal history check, Site Partner agrees to pay a **\$150/member** fee for the cost associated with pre-enrollment and background checks.
- b. Site Partner shall pay the Site Fee to University by check to the following address: Regents of the University of Idaho, 875 Perimeter Drive, MS 3015, Moscow, ID 83844-3015.
- c. University shall pay stipends and worker’s compensation for Members. For full-time Members, University shall provide health coverage or reimbursement for qualified health insurance.

3. **Supervision.**

- a. The Member(s) shall serve for one of two terms: Either a 12-month period commencing after September 01 or a 3-month summer term, unless otherwise agreed by the parties by written amendment to this agreement. Site Partner shall supervise Member(s) on a day-to-day basis and sign timesheets and reporting forms monthly. Site Partner shall also conduct mid-term and end of term performance evaluations of the Member(s). If a Member’s performance is less than satisfactory, Site Partner shall immediately contact the UI State Program Coordinator. Program Site shall not take any disciplinary action without the prior approval of the UI State Program Coordinator.
- b. Members shall not be used to supplant any Program Site employee.
- c. Site Partner shall review and approve, with approval from the Site Partner Supervisor and the State Program Coordinator, requests by Members for time away for personal activities, illness, holidays, etc.
- d. Site Partner shall ensure that Member(s) wear required AmeriCorps uniforms or insignia when logging service hours which includes during training, at conferences, and days of service.
- e. Site Partner shall not allow Member(s) to promote any religious viewpoint, influence legislation, organize protests, petitions, boycotts, or strikes, or participate in any political activity, and unallowable fund-raising as specified in the Code of Federal Regulations, CFR 2520.40 https://gov.ecfr.io/cgi-bin/text-idx?SID=55cb4fa67a34df68fe3c29ac8fd20e85&mc=true&node=pt45.4.2520&rgn=div5#se45.4.2520_140
- f. Any funds raised by Member must be spent directly on the program and within the Period of Service. Time spent fundraising must be less than 10% of originally agreed upon term of service as specified in the Code of Federal Regulations, CFR 2520.45 included in the link above.

4. **Travel.**

Site Partner shall ensure that Member(s) attend the Pre-Service Orientation training, monthly meetings, the Serve Idaho conference in Boise, Idaho, regional member trainings held by Serve Idaho, and other required webinars or meetings held by University. **Site Partner shall also ensure Members** participate in four (4) community service projects to include Idaho@Play, Martin Luther King Jr. Day, AmeriCorps week, and one day of service of their choice

5. **Support.**

Site Partner shall pay all support costs for the Member, including: space and office equipment; access to computer, printer, copier; telephone; day-to-day supervision; office supplies, desk, chair, travel and mileage in excess of required trainings and all operating costs of providing services in the department

6. **Reporting.**

Site Partner shall comply with all reporting requirements listed in the Scope of Work (Attachment A) and the Program Site shall submit any additional project related documentation that may be required by the State Program Coordinator and/or Serve Idaho throughout the Period of Service.

7. **Anti-Discrimination & Equal Employment Opportunity.**

Site Partner shall comply with all federal statutes relating to nondiscrimination.

8. **Termination or Withdrawal.**

- a. Either party may terminate this agreement for any reason by given the other party by providing a 90-day prior written notice. University may withdraw a Member from placement with Site Partner if funding for the Member is withdrawn from University or according to requirements in the member agreement or agreement between UI and its AmeriCorps sponsor. The Site Fee shall be non-refundable.
- b. If a Member quits or is terminated before completing 30% of his/her term, the Site Partner may refill the position pending agreement and approval by the Serve Idaho Grants Officer and the University of Idaho State Program Coordinator. A Member position will not be refilled more than once.

9. **Liability.**

- a. Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by that party's negligent acts or omissions.
- b. **University Liability.** University's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. University's liability shall be subject to the limitations in the Idaho Tort Claims Act, Idaho Code, §§ 6-901 – 6-929. The total liability for any one occurrence or accident under the Idaho Tort Claims Act and State of Idaho Risk Management Program is \$500,000. University shall not be liable to Site Partner or Site Partner's customers for any business expense or business loss claims or demands brought against them, even if University was advised of the possibility of such claims.
- c. **Sponsor Liability.** Site Partner shall maintain comprehensive general liability and professional insurance coverage during the term of this Agreement as required by law. Sponsor certifies that it has workers compensation insurance as required by applicable state law and shall provide proof upon request.

10. **Publicity.**

Site Partner shall publicize the support of AmeriCorps in all written or other materials whenever the AmeriCorps members have been involved. Neither party shall authorize or commission the publication of any promotional materials containing any reference to the other party without the prior written approval of the other party. However, University may, without Site Partner's written authorization, disclose Site Partner's name and the Research Project title as required or permitted by law. This section shall survive termination of this agreement

11. **Independent Contractors.**

University and Site Partner are independent contractors. This agreement does not create a partnership, agency, or joint venture between the parties for any purpose. Each party shall be responsible for its employees' wages, hours,

benefits, insurance, and employment conditions. Member shall not be considered an employee of University or Site Partner.

12. Governing Law & Jurisdiction.

Idaho law will govern all questions about validity, interpretation, or construction of this agreement. The parties hereby submit to the jurisdiction of the courts of the state of Idaho for any action arising from this agreement.

13. No Waiver or Severability

No waiver shall be effective unless it is in writing and signed by the authorized official of the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

14. Entire Agreement

This agreement is the entire agreement between the parties and merges all prior discussions between the parties. Neither party shall be bound by any conditions, definitions, warranties, understandings, nor representations that are not expressly included in this agreement.

15. Amendment

This agreement may only be modified by a written amendment executed by the parties' authorized official. Any purchase order or similar document shall not change or add to the terms and conditions of this agreement.

16. Order of Precedence

Any conflict in the terms of this agreement shall be resolved by giving priority in the following order: (1) this agreement, (2) Attachment A.

17. Sovereign Immunity. Nothing in this agreement shall be construed to require University or the state of Idaho to waive or limit its sovereign immunity.

18. Debarment & Suspension. By signing this agreement, Program Site certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any federal department or agency.

Each party is signing this agreement on the date state opposite that party's signature.

REGENTS OF THE UNIVERSTIY OF IDAHO

Date: _____

By: _____

Name: Deborah N. Shaver

Title: Assistant VP, Research Administration; Director OSP

Site Partner/Organization Name

Date: _____

Sign: _____

Print Name: _____

Title: _____