## MEMORANDUM OF UNDERSTANDING FOR HOSTING CIVICSPARK FELLOWS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Partner”) and CivicWell (formerly, Local Government Commission), a California nonprofit public benefit corporation.

**RECITALS**

1. CivicWell administers the CivicSpark program, as part of the federal AmeriCorps program. The CivicSpark program provides capacity building services to local organizations in through project implementation activities performed by CivicWell teams, CivicWell staff and CivicSpark Fellows (“Fellows”). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to local organizations by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner staff.
2. Partner desires to engage CivicWell to provide certain services through the CivicSpark program and CivicWell desires to provide those services. Compensation for these services is being provided through third party funding. This document is to establish the basic guidelines and expectations between Partner and CivicWell.
3. Partner desires to be a host to [#] Fellow(s), and CivicWell desires to provide Fellows’ service to Partner. This document is to establish the basic guidelines and expectations between Partner and CivicWell.
4. Partner and CivicWell enter into this MOU in order to memorialize the terms of CivicWell’s performance of the services and Partner’s obligations with respect thereto.

**AGREEMENT**

## Article I. Contracted Performance Measures and Policies

1.1 CivicWell has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to local organizations by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to local organization staff. The project scope in Article II below must align with the measures below:

1. Capacity Building for Local Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building for Fellows will be delivered in three stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
2. Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns.
3. Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the 1-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the service provided by CivicSpark to local organizations via direct service only involves the first measure (Capacity Building). The second and third measure is predominantly met through training, service and professional development activities provided to the Fellows by CivicWell. Some activities that occur while working with local service recipients or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

1.2 Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by CivicSpark program or AmeriCorps, and this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities,the following activities are prohibited** (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. 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;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
	1. A business organized for profit;
	2. A labor union;
	3. A partisan political organization;
	4. 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 these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
	5. An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative.** However, the AmeriCorps logo **must not** be worn while doing so.

1.3 Reasonable Accommodations: Per Federal Guidelines and CivicWell policies, the CivicSpark program and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation in support of this:

1. CivicWell and Partner will comply with Equal Opportunity Employment guidelines.
2. CivicWell and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
3. CivicWell and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on Partner’s operations.
4. CivicWell and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

1.4 Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see 45 CFR § 2540.100(e)-(f)

1. Nonduplication. AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
2. Nondisplacement.
	1. 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 participant in a program receiving AmeriCorps assistance.
	2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
	3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
	4. A participant in a program receiving AmeriCorps 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.
	5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
		1. Will supplant the hiring of employed workers; or
		2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
	6. A participant in any program receiving assistance under this chapter 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 who is being locked out.

1.5 Non-Harassment and Civil Rights Policy: 

**Article II. Scope of Services**

2.1 CivicWell will perform the following services:

1. General Program Responsibilities
	1. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
	2. Recruit and train Fellows to provide capacity building services for the region.
	3. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
	4. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
	5. Manage local government beneficiary and/or other partner service contracts.
	6. Share outcomes from service with Partner.
	7. Provide membership to CivicWell’s national network for no additional fee, if desired. As a CivicWell member, you will have access to our wider organization’s direct assistance and practical tools for implementing on-the-ground successes in your community. Member benefits including networking and best practices, event discounts, invitations to lunch & learns, news and action updates, resource highlights and policy action alerts.
2. Fellow Responsibilities
	1. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
	2. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
	3. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
	4. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Section 1 above.
	5. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
	6. Avoid participation in prohibited activities.
	7. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
	8. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.
		1. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; 9/11 Day of Remembrance; State Day of Service, and AmeriCorps week Service Day.
3. Project Specific Scope of Work
	1. [If desired identify project topic or subject area (e.g., outreach, plan development, etc.)]
		1. In support of [briefly describe specific areas, goals or needs], the fellow will support [briefly describe activities, tasks, initiatives]
		2. [Add more if desired]
	2. [If desired identify project topic or subject area (e.g. outreach, plan development, etc.)]
		1. In support of [briefly describe specific areas, goals or needs], The Fellow will support [briefly describe activities, tasks, initiatives]
		2. [Add more if desired]
	3. [Add more project areas or tasks needed]
	4. This project will include: (1) an initial gap assessment conducted by the Fellow, (2) a volunteer engagement component, and (3) a transitional support activity.
		* 1. Minor changes to the scope following the requisite gap assessment process may be needed.
			2. The project will comply with AmeriCorps service guidelines including prohibited activities described in Article I above.

**Article III. Partner Responsibilities**

3.1 Partner will perform the following services:

1. Support Responsibilities
	1. Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
	2. Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff.
	3. Site Supervisor shall support project implementation and professional development by:
		1. Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
		2. Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
		3. Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
		4. Seeking opportunities to integrate Fellows’ professional goals into project activities.
		5. As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
		6. Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone, etc), and ensure that site and workplace are accessible to individuals with disabilities if needed.
			1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
		7. If needed due to COVID or any other emergency reason, be able to support partial virtual service for Fellows (e.g., remote access to files, plans for virtual check-in and support, technology support for remote work)
	4. Develop defined project scope(s) and identify goals to be completed in agreed upon timeframe.
		1. Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
		2. Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
	5. Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
	6. Keep Regional Coordinators and/or other CivicWell staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
	7. If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with CivicWell staff in a timely manner so CivicWell staff can assess the challenges and intervene as needed.
	8. Assist with occasional site visits to Partner by CivicWell staff.
	9. Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
	10. Not offer the CivicSpark Fellow part- or full-time employment that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date. Such circumstances would constitute a material breach of the Agreement, and the sponsoring Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.
2. Reporting Responsibilities
	1. Complete applications for CivicSpark projects, identifying:
		1. Total hours desired for service work;
		2. Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
			1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
			2. Specific eligibility requirements are provided here: <https://civicspark.civicwell.org/partnership-opportunities/>
		3. Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The post-service survey evaluates the degree to which the Fellows’ work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
		4. Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), as part of the CivicSpark gap assessment process.
		5. Submit Fellow performance assessments on time, as described above.
		6. Complete any additional project reporting defined as necessary.
		7. Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.

**Article IV. CivicWell Membership**

4.1 CivicWell provides the Partner membership to [CivicWell’s Membership](https://civicwell.org/membership/), which is being provided at no-cost to Partner for one (1) year as of the date that payment is received by CivicWell from fiscal sponsor. Membership entitles up to ten (10) Partner staff to CivicWell membership benefits for one year.

Partner is interested in joining membership, and agrees to complete the [Membership form](https://fs27.formsite.com/6Dqgcx/bcb6a8khe7/index) with staff information as soon as possible to access benefits.

Partner is not interested in being part of CivicWell’s membership for this current year

## Article IV. Reimbursable Expenses

4.1 CivicWell does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner. Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless Partner has funds to cover such expenses.

4.2 Should Partner need to have a Fellow incur project-related expenses, those expenses shall be submitted by Fellow to Partner in writing for approval prior to Fellow incurring these expenses and prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service (Article II”). Partner agrees to make the payment in a timely manner in order for Fellow(s) to be reimbursed.

4.3 Partner is expecting to have project-related expenses that the Fellow will incur and be reimbursed for. These expenses may include but are not limited to:

* Mileage
* Meals
* Lodging
* Event/Registration Fee
* Material costs
* Other \_\_\_\_\_\_\_\_

Partner is not expecting to have any project-related expenses that the Fellow will incur.

## Article VI. Miscellaneous

6.1 Timeline. All tasks enumerated in Article II are to start on [DATE] and should be completed by December 31, 2024.

6.2 Indemnity. To the extent limited by applicable law, each party to this MOU (“Indemnitor”) shall indemnify, defend, and hold harmless the other party (“Indemnitee”) and its directors, officers, agents, contractors, volunteers, and employees, from and against any and all liabilities and claims, including attorney fees and other legal expenses, arising directly or indirectly from any act or failure by the Indemnitor of or in any way related to the Indemnitor’s performance of this MOU or representations made in this MOU. This provision shall survive the termination of this MOU.

6.3 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered or sent via electronic mail (with receipt confirmed), or three business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

If to CivicWell: Michele Warren

Chief Operations Officer

CivicWell

PO Box 188800

Sacramento, CA 95818

(916) 448-1198 x 308

mwarren@civicwell.org

If to [Partner]: Name

 Partner Name

 Address

 City, State, Zip

 Phone

 Fax

 Email

Notice delivered personally will be deemed communicated as of actual receipt.

6.4 Governing Law. This MOU shall be construed under the laws of the State of California, Colorado or Washington.

6.5 Attorney’s Fees. The prevailing party in any action at law or in equity necessary to enforce or interpret the terms of this MOU shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

6.6 Entire Agreement; Amendments. This MOU contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this MOU may be amended or added to except by a writing signed by the parties hereto.

6.7 Counterparts. This MOU may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument.

Dated as of the Effective Date set forth above:

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| PARTNER:[Full legal name of Partner]By [Name, Title] | CIVICWELL:CIVICWELL, a California nonprofit public benefit corporationBy  Michele Warren, Chief Operations Officer |