

Resolution No. _____

A resolution approving a memorandum of understanding between Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Arts Commission, and Hands On, United Way of Greater Nashville, for an AmeriCorp program participant to perform volunteer services on Metropolitan Nashville Arts Commission's community engagement programs and activities.

WHEREAS, the Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Arts Commission ("Metro Arts"), and Hands On, United Way of Greater Nashville ("Hands On"), desire to enter into a memorandum of understanding for an AmeriCorp program participant to work with Metro Arts' community engagement programs and activities; and,

WHEREAS, Metro Arts will contribute \$3,750.00 to Hands On in exchange for the program participant's volunteer services dedicated to Metro Arts' programs and activities; and,


WHEREAS, it is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County that this memorandum of understanding be approved

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the memorandum of understanding between Metropolitan Government of Nashville and Davidson County, through Metropolitan Nashville Arts Commission, and Hands On, United Way of Greater Nashville for an AmeriCorp program participant to perform volunteer services on Metro Arts' community engagement programs and activities, attached hereto incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:


Signed by:


1357AFE9EC78499
Ashley Bachelder, Interim Director
Arts Commission

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:


62377A2A8742469
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Tessa O'Leary-Marsh

036A8EB6888C4C0

Assistant Metropolitan Attorney



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) represents an agreement between the United Way of Greater Nashville's Hands On programs (collectively referred to as "Hands On") and the organization listed below (referred to as "Site").

The MOU is to establish the expectations for organizations participating in the Hands On AmeriCorps Program. These expectations are designed to:

- 1) Establish effective coordination between Host Sites (Sites) and Hands On United Way of Greater Nashville.
- 2) Ensure that the objectives and expectations of Hands On contracts with Volunteer Tennessee, local grants, and the federal AmeriCorps agency are met.
- 3) Create a positive and productive service experience for AmeriCorps members

This agreement is between Hands On and the site listed below:

Site name: Metro Nashville Arts Commission (MNAC)

Mailing address: 1417 Murfreesboro Pike, Nashville, TN 37217

Service location (if different from mailing address):

Executive Director/CEO: Ashley Bachelder

ED/CEO email: ashley.bachelder@nashville.gov

Site Coordinator (primary contact) name and email: Chuck Beard and chuck.beard@nashville.gov

Site Coordinator phone: 615-862-6739

Service Mentor name and email: Chuck Beard and chuck.beard@nashville.gov

Service Mentor phone: 615-862-6739

Funding and Planning Contingency

In the event that funding for the AmeriCorps program is reduced or eliminated, or if federal program requirements change after the date of this MOU, Hands On may terminate or modify this MOU within 30 days by providing written notification to the Site. MNAC may terminate or modify this MOU with 30 days written notice, or without notice should funding be unavailable.

Additionally, this MOU is contingent upon the complete, accurate, and timely submission of all requested materials, documents, reports, and required payments by the Site both before and during the program year. If any of these items are late or incomplete, Hands On may terminate or modify this MOU within 30 days by providing written notification to the Site. Further, program start dates are reliant on the State of Tennessee and federal contracting processes not controlled by Hands On and may change with little or no notice without impacting other conditions in this MOU.

Responsibilities of the Site

Section I – Financial Responsibility

1. Remit a partnership investment for each member. For the September 20th member start date, site investments must be paid by September 30th. For later start dates, investments must be paid in full within 60 days of the request of payment. Alternate payment arrangements may be granted at Hands On's sole discretion.

- The investment level is \$3,750 per reduced half-time members and \$5,000 per half-time member.
- Invoices and payment instructions will be sent by United Way of Greater Nashville to Site prior to the beginning of the term.
- Failure to pay partnership investment fees on time may result in removal of the member(s) from site and termination of this contract by Hands On.
- Sites are expected to provide mentorship that contributes to member success and to actively work to retain 100% of members. The partnership investment will not be refunded or pro-rated for any member who resigns or is terminated from service early, with or without cause.

- If a member does not complete a full term of service, the position may be refilled if specific conditions are met, in accordance with federal guidelines.
 - If a member serves more than 15% of their term and exits early for compelling personal circumstances, the member will earn a partial education award, making the position ineligible to be refilled.
 - Hands On may, at its sole discretion, allow an opportunity to refill the position if a member terminates for cause prior to serving 30% of their service term (202 hours for reduced half-time and 270 hours for half-time), or if the member exits for compelling personal circumstances before serving 15% of their service hours.
 - Positions may only be refilled once.
 - If positions remain unfilled after the start of the service year, Hands On must fill or eliminate those positions before refilling vacated service opportunities.
 - Positions may not be refilled after Dec. 31, 2024. Sites with members starting in 2025 may not have their positions refilled after January 31, 2025.
 - If the Site is determined to have violated this MOU, Hands On AmeriCorps policies, or the Member Service Agreement the refill position may be transferred to another Site. The partnership investment payment will not be refunded in full or in part.
 - If a member transfers to another Site following an administrative action against the original Site for noncompliance, the partnership investment payment will not be refunded in full or in part.
 - If a member transfers to another Site for any other reason, a prorated partnership investment will be paid to Hands On and refunded to the original service Site.
 - If a member exits within six weeks of the start of their term for reasons not due to host site management, and the slot cannot be refilled, a 75% (\$2,813 for reduced half-time and \$3,750 for half-time) refund will be provided to the host site.
- This fee includes only the Hands On AmeriCorps program and does not cover any other Hands On program fees. AmeriCorps members will have access to the Hands On volunteer posting portal for their projects only.

The Host Site is encouraged to join the Community Partner Program to provide all necessary team members with volunteer posting portal access. United Way funded partners may join the

program free of charge. Partnership fees range from \$200 - \$600 per year, and interested sites can contact Drew Himsworth, Senior Manager of Nonprofit Engagement at drew.himsworth@unitedwaygn.org for details.

2. Cover all expenses required for members to serve at the project site, including computer, software, technologies, phone service, desk space, tools, and supplies needed to successfully perform service activities. Desk space may be shared, but the member should have a reasonable expectation of a consistent, clean service environment with dedicated space for files, notes, and personal supplies.
3. Provide accessible service locations and other reasonable accommodations for members with disabilities. (Contact Hands On for information about potential funding to assist with adaptive technologies and other equipment that make service opportunities available to members with disabilities.)
4. Maintain liability insurance as described in the Terms and Conditions for AmeriCorps State and National Grants.
 - Submit to Hands On proof of current valid Commercial General Liability Insurance, with minimum of \$1,000,000 per occurrence including a limit of no less than \$1,000,000 per accident for bodily injury or property damage.
 - If coverage expires prior to the end of member's service term, submit proof of continuous coverage to Hands On.
 - If Site is a federal, state, or local governmental agency, provide documentation showing that status.
5. Provide transportation or mileage reimbursement to Hands On AmeriCorps member(s) to conduct service away from their established service site, or to attend trainings, meetings, service projects, or professional development courses related to their service.
 - Reimbursement procedures must be covered in the member's Site orientation.
 - Reimbursement amount should, at minimum, align with the Metro government standard mileage rate.
 - Hands On will reimburse sites for member mileage related to required travel, such as statewide conferences or service events, whenever such reimbursement funds are made available through Volunteer Tennessee.

- Hands On will reimburse sites for member mileage related to member disaster response deployments.
 - Where Hands On provides reimbursement, sites must first reimburse the member, then send an invoice and documentation to megan.spencer@unitedwaygn.org for payment for those reimbursements.
6. Provide lodging and meals to Hands On AmeriCorps member(s) when overnight travel is necessary to perform required service or training away from the service site. Where lodging and meals are not provided directly, the site must provide a per diem that corresponds to the Metro government per diem rates. A per diem calculation form is available upon request.
 7. Pay costs that are deemed disallowed by Volunteer Tennessee or Hands On due to Site error, omission, or failure to follow guidance provided by Hands On. This includes, but is not limited to, disallowances resulting from participation in prohibited or unallowable activities, including unallowable fundraising.
 8. If the Site fails to follow required Hands On member progressive discipline policies and subsequently terminates the member from service, and the member's grievance hearing grants the former member a pro-rated education award, then the Site will repay to Hands On the pro-rated education award amount owed to AmeriCorps.
 9. This agreement does not create an employee/employer relationship between site and member.

Section II – Risk Management and Compliance

1. Comply with the AmeriCorps Civil Rights and Non-Harassment Policy, Assurances and Certifications, and Terms and Conditions, as well as the AmeriCorps Member Service Agreement.
2. Provide an environment free of discrimination for all AmeriCorps members.
 - AmeriCorps is committed to achieving a diverse, energized, and high-performing workforce. The key to achieving this objective is developing and maintaining effective leaders and managers and site staff who treat all persons with dignity and respect.
 - Site must abide by all applicable state and federal laws and AmeriCorps policy on Equal

Opportunity Employment, including Title VI and Title VII of the Civil Rights Act and the Americans with Disabilities Act.

- Discrimination or harassment based on race, color, national origin, gender, religion, age, mental or physical disability, sexual orientation, gender identity or expression, marital or parental status, genetic information, military service, and religious, community or social affiliations, or any other category protected by state or federal non-discrimination law will not be tolerated.
 - These policies apply to recruitment, selection, merit, transfers, assignments, training, career development, benefits, and separations.
 - The EEOC has clarified that “customer preference” related to diversity factors cannot be considered when assigning tasks or duties.
 - Hands On may require that host sites receive training, at their own cost, if discriminatory actions, including microaggressions, are reported by the AmeriCorps member and determined to have merit.
 - Members may be temporarily reassigned to Hands On while a report of discriminatory behavior is investigated.
3. Comply with all Hands On AmeriCorps policies, procedures, and other guidance in effect during the term of this MOU, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
- POL-100-Ensuring Service Activities are Allowable
 - Ensures Site Coordinators, Service Mentors, and members are all aware of what prohibited, allowable, and unallowable activities are. Guarantees that members’ activities align with Member Service Agreements and with Hands On Performance Targets.
 - POL-101-Managing Member Deployment for Disaster Response
 - In the event of a localized disaster, Hands On may deploy members to assist in response.
 - POL-102-Managing Member Hours
 - Includes instructions for recording and approving member hours, ensuring members

are on track to meet their service requirements, and that service hours are used to perform allowable activities.

- POL-103-Managing Member Leave
 - Establishes categories, definitions, and procedures for members' time off.
- POL-104-Managing Teleservice
 - Defines conditions for when a member may teleserve and procedures for when teleservice is required.
- POL-105-Managing Member Conduct
 - Lists rules of conduct and establishes disciplinary procedures and decision-making authority.
- POL-106-Managing Member Appearance and Use of Service Gear
 - Establishes minimum standards for dress code and use of service gear.
- POL-107-Social Media Usage
 - Establishes rules for social media conduct by service sites and members.
- POL-108-Managing Member Grievance
 - Defines proper procedure for members to resolve disputes.
- POL-109-Managing Member Service-Related Accidents and Injuries
 - Procedures if an accident or injury occurs while a member is serving.
- POL-110-Managing Reasonable Accommodation Requests
 - Procedures for providing reasonable accommodations for a member with a disability.
- POL-111-Providing Adequate Supervision of Members
 - Sets minimum standards for quantity and quality of time spent supervising members, including the following:
 - Service Mentor or other designated host site organization staff must be available to respond to urgent questions or concerns at all times when the member is serving.
 - Service Mentors and Members meet in person for at least 30 minutes weekly to review the status of activities, milestones, educational lessons, and any training

or development needs.

- Service Mentors respond to Member requests for information or meetings in a timely manner. Communication via text message is not an appropriate form of communication unless no other form of communication is available.
4. Establish and impart safety guidelines and rules that ensure the wellbeing of AmeriCorps member(s) and participants in their programs or service activities.
 - Provide ongoing safety training and supervision for each activity that includes additional risk.
 - Train members on how to properly report a safety hazard
 - Members may be placed at another service site temporarily or permanently if unsafe service conditions are identified.
 5. Ensure Site has current Drug-Free Workplace and Non-Discrimination Policies.
 6. Ensure Site has AmeriCorps logos and prohibited activities visibly posted as follows:
 - In a prominent location visible to service location staff and customers, Volunteer Tennessee service decal.
 - In member service areas, list of prohibited activities.
 7. If the member uses an organization vehicle or is reimbursed for use of a personal vehicle in the performance of their service duties, require member's proof of valid driver's license and current proof of vehicle insurance. The host site accepts all liability associated with the member driving an organization or personal vehicle in the performance of service activities, and Hands On strongly recommends appropriate commercial vehicle liability insurance.
 8. Participate in and respond by stated deadlines to requests for the following materials, meetings, and information:
 - Monthly, quarterly, biannually, and yearly programmatic reports
 - Pre- and post-service capacity building evaluations
 - Member mid-term and final performance evaluations
 - Monthly service photos
 - Hands On site visits

- Volunteer Tennessee board visits, compliance monitoring, and desk reviews
 - Programmatic visits requested by program funding partners, with notice given to site
 - Investigations or other information requests, with notice given to Site
9. AmeriCorps members may not accept or solicit monetary or other compensation from your organization above or in addition to their living allowance while serving as a member of the AmeriCorps Program. Sites may provide food, transportation assistance, or other non-cash benefits that are available to all staff or program participants.
10. Members may not serve in other positions or be under a work, pay, or reimbursement agreement or contract for performing work within the Site while under the current Hands On member service agreement. The AmeriCorps term may serve as an internship.
11. Members are expected to serve on site. Teleservice should be rare and should be based around appropriate documentation, supervision, and oversight. (See POL-104-Managing Teleservice)
- Members and Service Mentor must complete a Teleservice Plan in accordance with the POL-104-Managing Teleservice Guidelines
 - Teleservice may only occur from Middle Tennessee or the member's local residence during the service term.
 - Members should not serve via teleservice for more than 20% of total service hours.

Section III – Prohibited and Unallowable AmeriCorps Member Activities

There are certain activities – including lobbying, political, religious, or advocacy activities – that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of Site staff. Furthermore, members and staff may not engage in or conduct in a manner that would associate AmeriCorps or Hands On's program with the prohibited activities.

Programs must become familiar with specific provisions described in AmeriCorps formal regulation ([45 C.F.R. 2520.65](#)) and the grant provisions. All Site staff who interact with or assign tasks to AmeriCorps members must be informed of prohibited and unallowable activities.

The list of AmeriCorps prohibited activities includes:

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—
 - a. A business organized for profit
 - b. A labor union
 - c. A partisan political organization
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative
 - e. An organization engaged in the religious activities described in paragraph 7 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
11. Such other activities as AmeriCorps may prohibit. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

Members 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-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time.

In addition to the prohibited activities set forth in [45 C.F.R. 2520.65](#), members may not engage in the following unallowable activities described in the AmeriCorps Terms and Conditions and other sections of 45 C.F.R. 2520:

1. Participating in activities that pose a significant safety risk to participants
2. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match/host site investment requirements, or to pay for the Site's general operating expenses. Additionally, members cannot write or support preparation of a grant from AmeriCorps or any other federal agency.
3. Fundraising, unless under the following circumstances: 100% of funds raised provide direct support to a specific activity listed in the Member Service Agreement, fall within the program's approved objectives, are not the primary activity of the program, and do not exceed 10% of the total hours served for any member.

All locations where members serve must post a list of the prohibited activities. Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Participating in prohibited activities will result in the disallowance of member hours and subsequent requirement to make up those hours to reach service requirements. Repeated participation in prohibited or unallowable activities, or any instruction to AmeriCorps members to falsify timesheets to avoid including prohibited or unallowable activities, may result in disciplinary action, up to and including the removal of AmeriCorps member(s) from the service site.

Section IV – Supervision & Experience of AmeriCorps Member(s)

Sites Will:

1. Encourage and support all hosted members in successfully completing a full term of service.
2. Identify a Service Mentor for your member.
3. If you have multiple members serving at your site, each with their own Service Mentor, please designate one of the Service Mentors to be a Site Coordinator. The Site Coordinator will serve as backup support and will also be the primary contact for Hands On.
4. In the event of a change in Service Mentor or Site Coordinator, Sites must:
 - Inform Hands On of the change within 10 days of learning that a change will occur and no later than the date of the change.
 - Provide a new permanent service mentor within one month, and an interim service mentor for

any period in between.

- Ensure that timesheets are completed in a timely manner, and do not allow team members to sign time sheets on behalf of a previous service mentor.
 - Work with the member and the AmeriCorps Program Manager to complete a Member Service Agreement amendment.
 - Provide transitional supervision and support to affected members.
 - The new Service Mentor must meet with the AmeriCorps Program Manager to review Hands On AmeriCorps Policies and Procedures before they begin their supervisory duties with the Member.
5. Prior to facilitating member service, mentors must attend a training outlining their AmeriCorps duties. In addition, they must review this MOU, the Member Service Agreement for each member that they mentor, Terms and Conditions, and program policies.
6. Service Mentors must attend pre-service Supervisor Trainings, monthly site visits during the first quarter of service, quarterly site visits for the remainder of the service term, and quarterly Site meetings, as well as other trainings or events deemed mandatory by Hands On throughout the program year.
- Advance information will be provided.
 - Site visits may be conducted virtually, after the initial visit and where members have not reported any challenges.
 - Sites that do not fully participate in trainings, check-ins, and site visits may not be awarded members in future years. Refusal to participate when challenges are reported by members may result in member removal from the site.
7. Host sites must recognize and support the distinct roles and responsibilities of the member(s) as outlined in the Member Service Agreement.
- Service activities and projects must expand or enhance the organization's capacity to serve the community, not simply sustain a service or activity of the organization. Member activities should be primarily focused on community and volunteer engagement activities for the programs that members serve.
 - Members may participate in limited direct service or other activities that help them learn about

the volunteer or community engagement experience. In addition to the AmeriCorps limits on fundraising and training, Hands On requires that no more than 10% of the term may be spent in direct service or related activities,

- Changes in service mentor, service location, member duties, or schedule require an amended position description. If Hands On becomes aware of any change without prior approval, it may result in the removal of the member from the Site.
 - Administrative and/or operational duties (data management, project cleanup, tool maintenance, facility preparation, etc.) that are directly related to and necessary to reach the member's service goals will be allowed. Administrative and/or operational duties that support general organizational goals are not permitted.
 - Sites must ensure that members do not participate in any activities which are prohibited or unallowable under AmeriCorps regulations and guidance. (See Section III for Prohibited and Unallowable Activities.)
 - Sites must ensure that service activities do not displace, duplicate, or supplant employees or volunteers. The site may not assign roles to AmeriCorps members that have regularly been part of a staff or volunteer's duties. This includes acting as a substitute in any role or duties for site staff who are out on short-term or long-term leave, including lunch breaks.
 - If site employees are (i) engaged in the same or substantially similar work as that proposed to be carried out by AmeriCorps members, and (ii) represented by a labor union, the site must obtain a written concurrence from the labor union. If there are (i) employees in the area who are engaged in the same or similar work as that proposed to be carried by AmeriCorps members and (ii) those employees are represented by a labor union, then the site must contact the labor union and notify them of member activities.
8. Service Mentors must approve all member electronic timesheets in America Learns by the 2nd and 17th of the month.
9. Service Mentors ensure accuracy of member's service hours:
- Monitor AmeriCorps member(s) service hours to ensure that the member is serving the average number of required hours and is on track to achieve hour requirements before the completion of the term. Members cannot earn an education award if they do not complete the full number of required hours.

- Monitor digital timesheets for accuracy and to ensure members do not exceed the percentage of time allowed in training (20%), fundraising (10%), or direct service and related activities (10%).
- No hours can be earned for participating in fundraising activities that support the Site's general operating budget or non-AmeriCorps-related programs, including mailers, special events, digital campaigns, or other fundraising that is not specific to the member's service activities. If an event includes both program-related and fundraising components, members may only assist with program activities.
- Out-of-state service or training must be pre-approved.
- No hours or training can be performed prior to the first day of the term of service.
- No hours can be performed after the last day of the term of service unless prior arrangements have been made to help a member reach the required hours of service.
- Members must receive adequate breaks. Members should take a lunch break of at least 30 minutes daily if serving at least 6 consecutive hours per day.
 - Lunch should be recorded on the member's time sheet and does not count toward the completion of service hours.
 - Service Mentors are responsible for ensuring that members include lunch on each day's timesheet (or, on rare occasions, that members note why lunch was not feasible).
 - Working lunches, such as lunch and learns or team lunches, count toward service hours and should be noted on the timesheet.
 - Consistent failure to take and record a mid-day break may result in site or member discipline.

10. Assist Hands On in recruiting candidates, including:

- Promoting open positions through the Site's newsletter, website, social media, and informal networks.
- Encouraging volunteers that may be interested in the program to apply.
- Candidates that your organization recruits may be placed at your site if mutually agreed.

11. Orient AmeriCorps member(s) to the host organization; the service location; community demographics, strengths, and needs; and the program they will build capacity for.
12. Introduce AmeriCorps member(s) to Site staff and include member(s) in appropriate organization functions. Orient Site staff to the member's duties, as well as the differences between AmeriCorps members, volunteers, interns, staff.
13. Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks and include your organizational chart.
14. Discuss technology policies with the members, including any prohibitions against accessing web content or any restrictions on internal documents that may be available via a shared drive.
15. Communicate to members about expected hours, including any weekend and evening service activities. Evening and weekend service expectations should be clearly indicated during the initial member and Service Mentor meeting and onboarding processes and scheduled far enough in advance to accommodate members' job, school, or personal obligations. Where nonstandard hours are required, sites must ensure members receive adequate time for rest.
16. If the service location has closures (e.g. snow days, spring break, etc.) throughout the year, incorporate plans for teleservice during an emergency closure or alternate service activities to replace hours during planned closures.
17. Ensure member(s) are aware of safety measures and emergency procedures of the Site and each service environment.
18. Ensure members have access to AmeriCorps program documents, to include but not be limited to Member Service Agreement, MOUs, policies, etc.
19. Provide appropriate tools and equipment for the member(s) to perform service and to communicate with the AmeriCorps Program. This includes daily time for email review to ensure that requests from program staff are received in a timely manner.
20. If corrective action is required, follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement and POL-105.
 - Communicate within one business day with the Hands On AmeriCorps Program Manager regarding AmeriCorps member attendance, performance issues or other program concerns.

- Document all corrective conversations and provide evidence of warning by emailing the AmeriCorps Program Manager. If concerns are not documented in a timely manner, we will not be able to include them in disciplinary action for future violations.
- Members may only be released in accordance with the policies and procedures outlined in the Member Service Agreement.
- For egregious policy violations, members may be sent home for the remainder of the day, pending appropriate disciplinary action determined in conjunction with the AmeriCorps Program Manager. Release, termination, or dismissal from the site may not be discussed with any member prior to receiving authorization from the AmeriCorps Program Manager.

21. If a member indicates the intent to leave their service early, the Site will:

- Notify Hands On immediately if signs arise that the member may consider leaving the program prior to completion.
- Troubleshoot reasons for potential exit with member and Hands On staff in an effort to retain the member.
- If the Member still decides to terminate service early, then work with the member and Hands On to complete all required exit documentation prior to the member leaving service.

22. Sites may not extend an offer of employment to any member, if that employment would begin prior to the member completing the required hours of service.

Section V – Performance Measures and Reporting

1. Hands On will utilize America Learns to collect service-activity data and will collect pre/post-tests, impact data, and feedback through America Learns and Microsoft Forms.
2. While each site has its own data collection protocols, members and host sites will work together to create a data management plan for the service term. The Data Management Plan, created as part of the Service Year Sessions, will indicate where members will obtain reporting data.
3. Service mentors will support and verify submission of monthly reports. Sites will provide all data that is relevant to their programs. Data points to be tracked include:
 - a. Number of volunteers recruited or managed by members
 - b. Number of hours served by volunteers recruited or managed by members
 - c. Number of individuals affected by disasters served by members

- d. Number of individuals assisted in preparing for disaster served by members
 - e. Number of children and youth served by members
 - f. Number of individuals receiving job placement or training via members
 - g. Number of individuals receiving independent living services from members
 - h. Number of veterans served by members
 - i. Number of veteran family members served by members
 - j. Number of active-duty military members served by members
 - k. Number of military family members served by members
 - l. Number of acres of public land supported
4. If data sources are external to the Site, the Site will ensure that appropriate/ required data sharing agreements are in place with those data sources, so that member activities and impact can be captured.
 5. Service mentors will submit original, signed performance evaluations of the AmeriCorps member twice during the service term. Hands On will provide guidance, including forms and due dates.
 6. Service mentors will respond to all surveys evaluating Site capacity, including efficiency, effectiveness, and program reach. Sites will return reporting-related surveys in a timely manner, and ensure that member surveys are completed on time, as well. Sites will include members in these evaluations, in order to share assessments of organizational strengths and needs.
 7. Sites will provide additional performance and program information as requested by Hands On throughout the year. This could include response to program impact evaluation surveys, interviews, photos, request for materials, etc.
 8. The site will support Hands On program evaluation by working with external program evaluators as required.

Section VI – Career Development/Training

1. Supervisors will provide adequate training to ensure members are prepared for their service roles and responsibilities.
 - AmeriCorps members are typically college students, and Sites should expect to invest in their development, especially at the beginning of the term.
 - Supervisors will work with members to complete Service Year Sessions during the first 4

weeks of the term of service.

- Host Sites will follow the member orientation and expectations checklist provided.
 - No more than 20% of members' total service hours may be spent in training. Because professional development is provided by Hands On and its partners, project sites should not exceed 5% of total service hours in training.
2. Supervisors will provide oversight on the AmeriCorps member's progress toward the Member Development Plan as a part of the Service Year Sessions. Training dates will be provided in advance, and supervisors are expected to work with members to promote full attendance. All members must be given time away from regular service activities to participate in:
- a. Community outreach and volunteer leadership trainings*
 - b. MLK Day of Service
 - c. Disaster Preparedness Training*
 - d. Statewide service activities
 - e. Local service projects and member meetups
 - f. Tennessee Conference on Volunteerism and Service Learning, if selected
 - g. Life After AmeriCorps training
 - h. Additional trainings or activities required by Hands On with a one-month notice

* Required to successfully complete a term of service.

3. Sites will help members utilize new and existing skills within the organization and encourage general growth and development.
4. Sites will recognize member input as valuable and give thoughtful consideration and appropriate feedback to member suggestions for organizational development.
5. Supervisors will submit all requests for approval of out-of-state training for the member to Hands On at least two weeks in advance of the training.

Section VII – Sustainability

1. The AmeriCorps role must support an organizational project or program that contributes to the long-term goals of the organization, and the organization must be committed to sustaining the project/program.
2. The project/program must be designed to yield results beyond the AmeriCorps member's term of service.
3. The AmeriCorps member's position is to enhance or expand an organization's services to its clients or participants through the project where the AmeriCorps member(s) will be placed, not to maintain existing programs or supplant staff.

Section VIII – Communications

1. Service mentors will ensure AmeriCorps member(s) wear visible AmeriCorps-branded gear every day while serving. Members will be provided with shirts and hats with the AmeriCorps logo to wear. If you wish for the members to wear site-branded gear on a regular basis, members may pair AmeriCorps gear with Site apparel or Sites may request an AmeriCorps iron-on patch for \$3 each to add the AmeriCorps logo on the sleeve of host site branded gear. (See POL-106-Managing Member Appearance and Use of Service Gear.)
2. When communicating with customers, stakeholders, legislative representatives, or media about the program a Hands On AmeriCorps member is serving in, the Site and any member service location will identify the roles of both Hands On (United Way of Greater Nashville) and AmeriCorps in the project. For example: "As part of the Hands On AmeriCorps Program, members serving at Shower the People are providing laundry services for our neighbors without housing."
3. Sites should showcase AmeriCorps members using photos that convey impact and branding, including the "A" logo. Tag #AmeriCorps, # HandsOnAmeriCorps, @americorps, @HONashville, and @UWNashville in member-related social media posts.
4. Sites should notify Hands On of impending scheduled events or activities that may warrant media support and follow Hands On guidance for media relations and interactions, including releases for all pictures.
5. Sites must notify Hands On of impending visits by stakeholders such as representatives of the Legislature or Congress to program locations where members will be engaged in service activities.
6. Sites will submit copies of written or electronic articles that highlight AmeriCorps member(s).

Section IX – Responsibilities of the Hands On AmeriCorps Program

Hands On agrees to:

1. Apply for AmeriCorps program funding, submit required reports, maintain program compliance, and serve as the primary point of contact for the funder.
2. Provide Sites with training on processes and procedures. This includes ongoing support throughout the program year as needed. It also includes providing access to all required documents and instructions in a timely manner.
3. Provide program orientation for all AmeriCorps members and supervisors.
4. Provide ongoing technical support to AmeriCorps members and supervisors by telephone and/or email, other technology-assisted approaches as available and accessible, and on-site visits as arranged.
5. Communicate expectations and procedures around AmeriCorps member service and performance.
6. Lead the recruiting and screening process.
7. Ensure all background checks and enrollments are completed on time and in accordance with rules and regulations.
8. Participate in desk reviews and on-site monitoring reviews. Share reports that list findings, concerns, and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
9. Ensure oversight of electronic timesheets for each AmeriCorps member(s) and maintain the official permanent member file.
10. Process AmeriCorps member living allowance payments.
11. Provide Sites with AmeriCorps logo and Serving Here insignia to display prominently.
12. Provide AmeriCorps member(s) with AmeriCorps-branded service gear. (See POL-106-Managing Member Appearance and Use of Service Gear)
13. Provide AmeriCorps member(s) training and development opportunities
14. Support members in completing service through regular check-ins, troubleshooting, and guidance.

Section X – Special Terms and Conditions

The federal funding source, AmeriCorps, the agency, designates that all those accepting member positions as a sub-grantee will understand fully and comply with and include in all awards and contracting or agreement process the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

- Terms and Conditions for AmeriCorps State and National Grants
- AmeriCorps General Terms and Conditions
- Assurances and Certifications

Order of Precedence

In the event of an inconsistency in this MOU, unless otherwise provided herein the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State Statutes and Regulations, and local code or ordinances
- B. Exhibit A, Terms and Conditions for AmeriCorps State and National Grants
- C. Exhibit B, AmeriCorps General Terms and Conditions
- D. Exhibit C, Assurances and Certifications
- E. Those Terms and Conditions as contained in Hands On's contract with Volunteer Tennessee
- F. Those Terms and Conditions as contained in the Member Service Agreement
- G. Those Terms and Conditions as contained in this Memorandum of Understanding
- H. Hands On AmeriCorps Program Policies
- I. Site's Policies and Procedures

Site Management Procedures

Prior to making any determination of a violation, Hands On will request that Sites respond to any complaints by completing an internal investigation within three days and reporting the findings to the AmeriCorps Program Manager. An internal investigations manual will be provided for sites that do not have an existing policy.

In general, if a Site is found to be in violation of AmeriCorps guideline, allowing members to participate in

prohibited activities, behaving in an unprofessional manner, engaging in any activity that may be physically or emotionally damaging to the members of the program, or if a Site fails to comply with the guidelines and requirements set forth in this Memorandum, Hands On will take the following actions:

1. For the Site's first offense, an appropriate program official will host a conference to discuss the issue, then issue a verbal warning to relevant program staff, which will be documented in an email to the Site Coordinator.
2. For the Site's second offense, Hands On will issue a written reprimand and create a corrective action plan and the Site will be considered to be on probationary terms until the corrective action plan is complete.
3. For the third offense, members will be removed from service with the Site

After any offense, Hands On may recommend or require training, coaching, or policy development to address the issue.

In cases where, during member service, the site has been charged with illegal activities, demonstrated verifiable discriminatory behavior, or participated in any other serious breach that, in the judgment of Hands On's Senior Director of Volunteer Engagement, would undermine the effectiveness of the program, egregious site conduct can warrant immediate release from the program without previous warnings or probationary actions.

GOVERNING LAW

The laws of Tennessee shall govern the validity, construction, and effect of this GRANT AGREEMENT and any and all extensions and/or modifications. Tennessee law shall govern regardless of any language in any attachment or other document HON may provide. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

Term

The term of this agreement shall be twelve (12) months.

This Memorandum of Understanding clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between (Host Site) Metro Arts Nashville and the Hands On AmeriCorps Program.

By signing below, the Site agrees to perform all actions and support all intentions of this Memorandum of Understanding and all terms and conditions of the Exhibits and Attachments.

Site Authorized Signer:

(With recognized authority to commit the organization to a binding contract)

Signed by:
Signature: 
1357AFE9EC78499...

Date: 2/3/2025

Name: Ashley Bachelder

Title: Interim Executive Director

Hands On Authorized Signer:

Signature: 

Date: 12/10/24

Name: Jana Seymour

Title: SD Volunteer Engagement

Return completed form, along with proof of liability insurance, to Megan Spencer, AmeriCorps Program Manager, by emailing megan.spencer@unitedwaygn.org