



INDEPENDENT CONTRACTOR AGREEMENT

The Florida Commission on Volunteerism and Community Service – Volunteer Florida at 3800 Esplanade Way, Suite 180, Tallahassee, Florida 32311 and

**Susan Hyatt
Big Purpose Big Impact
1305 South Elm Street
Denver, CO 80222**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this date, by and between Volunteer Florida (the "Commission"), and (the "Contractor").

WHEREAS, the Contractor has expertise and skill in an area of work desired by the Commission and is willing to provide services for the Commission as a trainer providing AmeriCorps Program training and evaluation.

WHEREAS, the Commission is willing to engage **Susan Hyatt** as an Independent Contractor, and not as an employee, on the terms and conditions set forth.

1. Term of Contract

The contract is effective on September 1, 2016, and will continue in effect until August 31, 2017, unless terminated in accordance with the provisions of Paragraph 8 of this Agreement.

2. Relation of the Parties

The Contractor is retained by the Commission only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Commission shall, during the term of this Agreement, be that of an Independent Contractor. This Agreement is not authority for the Contractor to act for the Commission as its agent or make commitments for the Commission. The Contractor shall not be considered as having an employee status or as being entitled to any benefit(s) extended to the Commission's employees.

3. Services to be performed by the Contractor

(a) During the term of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of duties/deliverables as outlined in Attachment A. The Contractor shall be obligated to the Commission for the performance of all such duties/deliverables and/or work.

(b) The Contractor will determine the method, details, and means of performing the above-described services, subject to the specifications and limitations provided by the program manager(s) requesting the services. The Commission shall have no right to, and shall not, control the manner or determine the method of accomplishing the Contractor's services, but the Commission retains the right to control the overall objectives regarding the duties and/or work to be performed by the Contractor.



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(c) The Contractor shall perform the services required by this Agreement at any place or location and at such times as the Contractor shall determine, subject to demands or requests of the person or entity requesting the services of the Contractor.

4. Obligation of the Contractor

(a) The Contractor agrees to be responsible for any and all insurances required and agrees to hold harmless and indemnify the Commission for any and all claims arising out of any injury, disability or death of the Contractor.

5. Compensation

This is a cost reimbursement contract. Compensation will be based on the completion of the deliverables as outlined in Attachment A.

(a) In consideration for the services to be performed by the Contractor, the Commission agrees to reimburse the Contractor for completing the deliverables outlined in Attachment A.

(b) The Contractor may submit quarterly invoices for payment according to the Volunteer Florida Report Template (Attachment B). The Contractor will submit a final invoice for payment with deliverables on or before August 31, 2017. The invoices will detail the specific deliverables completed. Payment will be made within 45 days of correct and approved invoice.

6. Expenses of the Contractor

The Contractor shall be responsible for all costs and expenses incurred by the Contractor that are incidental to the performance of services for the Commission, including but not limited to, all tools, vehicles, or other equipment to be provided by the Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against the Contractor and all other of the Contractor's costs of doing business. The Commission shall not be responsible for any expenses incurred by the Contractor in performing services for the Commission unless provided for in Attachment A of this agreement.

7. Income Tax Designation and Indemnification

The Commission shall not withhold from sums becoming payable to the Contractor under this Agreement, any amounts for federal, state, or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Commission shall report all payments to the Contractor on Internal Revenue Service Form 1099. The Contractor agrees that any tax obligation of Contractor arising from the payments made under this Agreement will be the Contractor's sole responsibility. The Contractor will indemnify the Commission for any tax liability, interest, and/or penalties imposed upon the Commission by any taxing authority based upon the Commission's failure to withhold any amount from the payments for tax purposes.

8. Termination of Agreement

(a) At any time prior to the termination of the term of this Agreement, the Commission may, with or without cause, terminate this Agreement upon giving thirty (30) days written notice to the Contractor.

(b) At any time prior to the termination of the term of this Agreement, the Contractor may terminate this Agreement upon giving thirty (30) days written notice to the Commission. In that event, the



Contractor will be required to perform the Contractor's duties and will be compensated for all work performed up to the effective date of termination in accordance with the terms of this Agreement.

(c) At any time, should funding be discontinued or unavailable, this contract will be terminated immediately.

9. Entire Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

10. Amendment

This Agreement may be amended only by a writing signed by the Contractor and by a duly authorized representative of the Commission.

11. Governing Law

At any time, this Agreement may be amended in writing. The amendment must be signed by the Contractor and the Commission's Chief Operating Officer or their designee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

Chief Operating Officer
Volunteer Florida

September 1, 2016
Date

Susan Hyatt
Big Purpose Big Impact

September 1, 2016
Date

Attachment A Deliverables

I. TASKS

The Contractor will perform the tasks listed below.

1. The Contractors will conduct in person group training on evaluation requirements - September 14, 2015 in Tallahassee
2. The Contractors will conduct a series of eight 60-90 minute webinars and face-to-face group trainings on evaluation requirements for grantees.
3. The Contractor will conduct outreach to grantees, facilitate webinar technology, and collect feedback from grantees via survey for each of the following 60-90 minute trainings.
 - a. Laying the Groundwork Before your First Evaluation
 - b. Developing the Right Research Questions
 - c. Budgeting for Evaluation
 - d. How to Write an Evaluation Plan
 - e. Logic Models
 - f. Managing an External Evaluation
 - g. Overview of Evaluation Design
 - h. Basic Steps in Conducting an Evaluation (IMPLEMENTATION)
4. The Contractor will draft a standard template, including budget, for a grantee Evaluation Plan for grantees receiving less than \$500,000, using CNCS guidelines and requirements.
5. The Contractor will provide one on one Evaluation Plan training for grantees who have submitted an Evaluation Plan for 2016 year (six grantees).
 - o Review and provide feedback on existing Evaluation Plans.
 - o Use existing CNCS tools and resources to provide guidance to strengthen implementation.
 - o Develop revisions to Evaluation Plan for each of the six grantees.

6. The Contractor will provide one-on-one Evaluation Plan training for grantees who will submit an Evaluation Plan for 2017 (three grantees).
 - o Review and provide feedback on draft Evaluation Plans.
 - o Use existing CNCS tools and resources to provide guidance to strengthen submissions.
 - o Review and approve final Evaluation Plan submitted in grantee applications.
7. The Contractor will develop a Volunteer Florida standardized data collection plan and template for AmeriCorps State grantees.

II. DESIRED OUTCOMES

As a result of the T/TA, Florida AmeriCorps State programs will:

1. Increase all grantee knowledge of CNCS evaluation requirements and resources.
2. Improve existing Evaluation Plan for six grantees to insure evaluation is tailored to their specific situation with research questions, an appropriate methodology, roles and responsibilities and timelines.
3. Secure compliant Evaluation Plan for three grantees.
4. Develop standard Volunteer Florida data collection plan and template for AmeriCorps State grantees.

III. PROPOSED STRATEGY AND DELIVERY PLAN

Based on prior experience, the following is an overview of the recommended steps and tasks to insure maximum benefit to each AmeriCorps program, regardless of their current level of proficiency with evaluation.

Step One: Plan and Deliver Evaluation Training on September 14th

1. Identify number of sessions and evaluation topics to be provided at the September 14th training in dialogue with Volunteer Florida staff.
2. Develop session outlines and identify appropriate CNCS materials for use including PowerPoint Slide deck(s), handouts, and exercises.
3. Finalize on site group training session outline and materials with Volunteer Florida staff.
4. Conduct on site group evaluation training in Tallahassee. The interactive training can use a joint/team approach – Commission staff and myself, if desired. Based on experience, best results are achieved when each key topic within the session is comprised of three components: lecturette with Q&A, individual reflection, hands on exercises, and/or small group discussion for immediate application of the content, and debrief/Q&A. During exercises, Commission staff and I circulate to provide any needed guidance and answer any questions programs have.

Step Two: Attend the CNCS CIF Performance Measurement/Evaluation training on September 20 in DC.

1. Attend the CNCS CIF Performance Measurement/Evaluation training on September 20 in Alexandria, Virginia.

Step Three: Develop Detailed Contract Scope of Work, Standard Volunteer Florida Data Collection Plan, and Template(s) for AmeriCorps State Grantees

1. After additional conversation, develop detailed work plan for evaluation TA contract with timelines for review and approval by Volunteer Florida.
2. Identify current data collection practices of Volunteer Florida and future use of collected data.
3. Develop template for collecting evaluation-related data on AmeriCorps State Grantees
4. Design data collection plan utilizing the template including roles and responsibilities for collection, aggregation, and analysis, and timelines.
5. Using the CNCS guidelines, requirements, and evaluation plan materials, create a Volunteer Florida standardized template (including budget form) for AmeriCorps grantees receiving less than \$500,000. Finalize with Volunteer Florida. Distribute and present during web-based training to appropriate grantees.

Step Four: Review and Critique Grantee Evaluation Plans

2016 Evaluation Plans:

1. Review and provide written feedback on all components of the six existing evaluation plans submitted for 2016 year to insure compliance with evaluation requirements, strength of methodologies identified based on research questions to be answered, and data collection strategies to insure high quality data collection, etc.
2. Schedule and conduct 2 hour calls (using webinar technology for document sharing) with each individual grantee to discuss the plan and the review. Discuss suggestions for strengthening plan and implementation using CNCS materials and determine necessary revisions, other next steps and timeline. Next steps and timeline will be part of an individualized evaluation development/implementation plan for each identified program.

2017 Evaluation Plans:

1. Review and provide written feedback on draft evaluation plans of three grantees submitting plans in 2017 to insure compliance with evaluation requirements, strength of methodologies identified based on research questions to be answered, and data collection strategies to insure high quality data collection, etc.

2. Schedule and conduct initial 2 hour calls (using webinar technology for document sharing) with each individual grantee to discuss the plan and the review. Discuss suggestions for strengthening plan and implementation using CNCS materials and determine necessary revisions, other next steps and timeline. Next steps and timeline will be part of an individualized evaluation development plan for each identified program.
3. Provide ongoing individualized coaching/training to strengthen evaluation plan submissions.
4. Review and approve final Evaluation Plans submitted in grantee applications in conjunction with Volunteer Florida staff.

Step Five: Plan and Deliver Web-Based Evaluation Trainings

1. Develop and conduct online needs assessment using Survey Monkey with questions to gauge evaluation knowledge and skill levels, as well as program perceived needs.
2. Develop sequencing and schedule for web-based trainings with Volunteer Florida staff. Distribute to programs.
3. Schedule web-based trainings using GotoWebinar and send email invitations to AmeriCorps program staff.
4. Based on the needs assessment, identify appropriate CNCS evaluation materials for each webinar including slide decks, handouts, and any homework assignments.
5. Develop webinar training agendas for each topic. Finalize with Volunteer Florida staff.
6. Conduct and record 60-90 webinars, as scheduled.
7. After each webinar send out the link to the online feedback survey set up in Survey Monkey, as well as a link to the webinar recording and any materials so that grantees can watch the webinar again or at a later time, if they missed the live session.
8. Summarize feedback, share with Volunteer Florida, and utilize for continuous improvement of upcoming webinar and TA activities.

Step Six: Provide Ongoing Remote TA/Coaching

Conduct regular follow-up coaching/TA calls (either one-on-one for in small groups) after the initial calls and trainings to insure programs stay on track with implementing their development plans, as well as with any programs requiring additional support. The intention is for programs to have some time to “digest” the evaluation information, can walk through portions of their evaluation systems that are challenging, and ask any questions “off line.”

As appropriate, Volunteer Florida staff can participate any calls to insure everyone stays on the same page AND to build staff skills and confidence to answer the types of questions programs raise. Calls will be conducted using WebEx to allow for remote desktop sharing of documents. Optimal one on one time per program follow-up is 60-120 minutes. Optimal time for groups 90- 120 minutes. In addition, programs will receive a monthly check in from the contractor based on their individual development plan. Programs can also request assistance and ask questions as they come up via email and phone at any time during the contract month period.

IV. DELIVERABLES

Susan Hyatt of Big Purpose Big Impact will provide:

- 8 Grantee Trainings (including one on site group training and additional web-based trainings)
- Comprehensive work plan and timeline for period of the contract with specific activities
- Ongoing TA for grantees throughout the contract month period
- A pre/post assessment of grantee capacity
- Assistance to Volunteer Florida to track and report on the CNCS CIF performance measures.

Electronic copies of all T/TA materials, program material reviews, and monthly progress reports will be submitted to Volunteer Florida staff for their records and future use.

VIII. PROPOSED BUDGET

The following is the proposed budget for this project. The cost is based on the typical current CNCS consultant rate of \$750/day.

<i>ITEM</i>	<i>Itemized Costs</i>	<i>TOTALS</i>
Contract Kick Off <ul style="list-style-type: none"> • Develop detailed work plan and planning calls with Volunteer Florida (.5 day) • Develop data collection and evaluation templates SUBTOTAL	 \$375 \$750 \$1,125.00	\$1,125.00
Group Training on Evaluation Requirements (September 14, 2016) (1.0 day/training = \$750/training) <ul style="list-style-type: none"> • Preparation (1.5 days) • Travel to Florida (1 day) • Conduct In-person Group Training (1 day) • Materials/Copies (\$5/training x 20 people) • Travel Denver to Tallahassee (airfare = \$459; hotel = \$98; Per diem = \$108.70; local travel = \$70) SUBTOTAL	 \$1,125 \$750 \$750 \$100 \$735.70 \$3,460.70	\$3,460.70
Review and Critique of Evaluation Plans <ul style="list-style-type: none"> • Initial Evaluation Plan Reviews (9 programs x .75 day = 6.75 days) SUBTOTAL	 \$4860.00	\$4,860.00

Attachment B
Volunteer Florida Report Template

1. One in person group training on evaluation requirements - September 14, 2015 in Tallahassee.
2. _____ (number) of webinars and face to face group trainings on evaluation requirements for grantees completed.
3. Collect feedback from _____ (number) of grantees via survey for webinars and face to face group training.
4. Outreach to _____ number of grantees.
5. Draft template, including budget, for a grantee Evaluation Plan for grantees receiving less than \$500,000, using CNCS guidelines and requirements.
6. _____ (number) of one on one Evaluation Plan training for grantees who have submitted an Evaluation Plan for 2016 year (six grantees).
7. _____ (number) of grantees provided review and feedback on existing Evaluation Plans.
8. _____ (number) of grantees who have been provided revisions to Evaluation Plan for each of the six grantees.
9. _____ (number) of grantees provided one-on-one Evaluation Plan training for grantees who will submit an Evaluation Plan for 2017 (three grantees).
10. _____ (number) of grantees provided review and approve final Evaluation Plan submitted in grantee applications.
11. Develop a Volunteer Florida standardized data collection plan and template for AmeriCorps State grantees.