

Kupu Agreement No.: «New_Salesforce_Full_Agreement_»
MA Agreement No.: «NEW_Salesforce_MA»
Project Title: «Program_Term»
Grant Name: _____
Grant Number: _____

**STATEMENT OF WORK ADDENDUM
TO
MASTER AGREEMENT**

THIS STATEMENT OF WORK ADDENDUM TO MASTER AGREEMENT (this “Addendum”) is hereby made and entered into as of «SOWTerm_Start_Date» and incorporates and is made pursuant to that certain Master Agreement (the “Agreement”), by and between Kupu, a Hawaii non-profit corporation (“Kupu”), and «Official_Agreement_Title», a «Organization_Category» (“Partner” or “Partner Site”).

Capitalized terms not expressly defined in this Addendum shall have the meaning ascribed to them in the Agreement or its equivalent written authority or contract.

PROJECT TITLE

Kupu ‘Aina Corps

I. TERM

This Addendum is executed as of the date hereof and is effective through «SOWTerm_End_Date» or until the Scope of Work as listed below is complete, at which time it will expire.

II. SCOPE OF WORK

Kupu will place the following individuals (each a “Participant”) at this Partner Site to provide work in the field of environmental, natural, and/or cultural resource management and education consistent with the requirements of the Project. Each full-time Participant will work up to 40 hours per week and each part-time Participant will work up to 20 hours per week. Participant benefits vary and may include: wages and other benefits if eligible such as medical.

III. PROJECT-SPECIFIC RESPONSIBILITIES

- a. Kupu shall:
 - i. Provide mandatory orientation for both Partner Site Managers and Participant(s) on program policies and procedures.

- ii. Recruit, hire and/or enroll, orient, and monitor Participant(s) and their placement site.
- iii. Increase the diversity of entry level professionals.
- iv. Promote service and learning about environmental issues and sustainability, while inculcating professional skills and stewardship.
- v. Expand Participant outreach and community engagement by utilizing social media, newsletters and Participants to share information and promote Partners' opportunities.
- vi. Provide opportunities for diverse Participants and expose Participants to potential professional development and educational opportunities.
- vii. Contribute to developing the next generation of natural and cultural resource professionals in a controlled environment with professional mentors.
- viii. Conduct a possible Partner Site Visit for monitoring as well as program quality and compliance purposes.
- ix. Conduct check in calls with each Partner Site Manager to communicate success and/or challenges of current Participant placement.
- x. Reserve the right to cancel this Agreement immediately at any time should they determine, in their sole discretion, that Partner has endangered a Participant either physically or mentally, or for any other cause deemed appropriate. In the event of such cancellation, Partner shall remain responsible for paying to Kupu the full fees outstanding for such Participant in accordance to the fee schedule.

b. Partner shall:

- i. Provide Kupu with position description, supervisor contact information, duty station and or itinerary, and other pertinent information.
- ii. Communicate with Kupu regarding any out of state service trips Participants are making prior to finalizing flights and accommodations.
- iii. Allow full-time Participants to participate at special events.
- iv. Explore opportunities at unit levels and service to leverage resources to make projects meaningful and engaging.
- v. Facilitate program enhancement activities such as mentoring and opportunities for Participant to enhance their understanding and awareness of natural/cultural resource management/agriculture or other sustainability fields.
- vi. Provide staff member, such as a Site Manager, who can serve as a mentor and supervisor to Participant to help develop a positive educational experience according to an approved position description. The Site Manager must be able to oversee the Participant(s) and verify hours worked on Participant timesheets.
- vii. Consult with Kupu about training requirements, project planning, monitoring and execution of Statement of Work Addendum, and evaluation of Participants upon program completion.

- viii. Consult with Kupu about corrective and disciplinary action taken against program Participants, including but not limited to written warnings, suspension, and termination from the program. Kupu shall make the final determination on Participant reassignments, suspensions, and/or terminations.
- ix. Manage, review, and approve any reports, inspection and any consultation requests associated with this Addendum, the Agreement and future modifications.
- x. Provide staff who will integrate the Participants into the unit and provide performance feedback during the program and upon program completion.
- xi. Abide by Kupu's program policies and procedures, including Kupu's Three-Strike System used to hold Participants accountable for submitting their timesheets, data reports, and other assignments on time.
- xii. Ensure that all Participant activities are not providing a direct benefit to (i) labor union, (ii) a partisan political organization, or (iii) a non-profit organization that fails to comply with the restrictions contained in Section 501(c) of the Internal Revenue Code of 1986.
- xiii. Notify Kupu as soon as possible or within 24 hours, whichever comes first, of any issue or injury involving a Participant which occurs in the performance of this Agreement.
- xiv. Upon notification or otherwise becoming aware of an existing or potential problem of health, safety, or performance, promptly notify Kupu of its determination and collaborate with Kupu on how to rectify such existing or potential problems. If corrective action is not taken, Partner or Kupu may issue a written order of suspension of all or part of the Project activity. When satisfactory action is taken, a written order to resume activities will be provided by Partner or Kupu. If problems are not satisfactorily resolved, Partner or Kupu may terminate the Project.

IV. SITE FEE PAYMENTS DUE TO KUPU; PAYMENT SCHEDULE

Partner Site shall reimburse Kupu based on rates indicated below. Partner Site shall make payment upon execution of this Statement of Work Addendum and receipt of Site Fee Memorandum and Kupu invoice. The Site Fee Memorandum shall indicate the total site fee owed by Partner to Kupu based on the number of Participants awarded, position types for each Participant and corresponding rates, and any site fee waiver (financial aid), if applicable. The Site Fee Memorandum will be sent to the Partner when determined. Should the Participant's Scope of Work become impracticable due to COVID-19, the Participant's term of service is subject to adjustments or changes including but not limited to telework, suspension, temporary relocation to an alternate host site, or early release. Kupu will work with the Partner Site on the best option for both the Partner Site and Participant. There will be no adjustment to the Site Fee unless the Participant is released from the Program (in which case the terms in the Dismissal of Participant section will apply).

Participant Status	Rate
Full-Time Participant	
Works up to 40 hours per week for 26 pay periods	\$16,000 at \$16 per hour
	\$18,000 at \$18 per hour
	\$20,000 at \$20 per hour
Part-Time Participant	
Works up to 20 hours per week for 26 pay periods	\$8,000 at \$16 per hour
	\$9,000 at \$18 per hour
	\$10,000 at \$20 per hour

V. DISMISSAL OF PARTICIPANT

In the event a Participant voluntarily resigns or is terminated, Partner’s payment obligation to Kupu shall be modified as follows:

- a. If the Participant fails to start their term of service, thus serving zero pay periods, no payment is due (or if already paid, Partner will be issued a full reimbursement).
- b. Refill Option
 - i. If the Partner’s original participant exits within the first six pay periods and it is mutually decided to refill the position, the program will assist the Partner in filling the vacated position at no extra cost to the Partner. Host sites are responsible for recruiting, interviewing, and selecting participant(s).
 - ii. Refill positions are dependent on Kupu’s discretion and the status of funding, to ensure Kupu is able to meet program goals and operate in compliance with its contract rules and regulations.
 - iii. Each position is only allowed to be refilled once.
- c. Reimbursement Option
 - i. If the Participant leaves within the first twenty pay periods and it is decided not to refill the position, Kupu will retain a flat fee of \$2,250 for each placement and reimburse or prorate the site fee according to the number of pay periods the Participant has worked.
- d. Should the Participant leave or is terminated after the last day of the 20th pay period, the full Site Fee is owed by the Partner. At this point, Kupu cannot prorate or reimburse the portion provided by Partner.

Should a Partner Site be deemed unsuitable (e.g., failure to meet requirements, unhealthy work environment) to host a Participant by Kupu, or a Partner Site terminates or reassigns a Participant without written authorization from Kupu, the following will occur:

- a. The Participant(s) will be moved to another financially contributing Partner Site; and
- b. The original Partner Site will be held responsible for the amount described in this section above.

Should a suitable financially contributing Partner Site not be found, the original Partner Site will be responsible for the amount in full.

VI. SCHEDULE OF WORK

The Partner agency agrees to schedule work within the approved Participant(s) position description and provide an adequate amount of work during the entire term designated in the Scope of Work. Partner is responsible for:

- Establishing general work hours for Participants to follow according to the approved Participant position description.
- Providing adequate work for the Participant(s) to complete their agreed upon hours each week in a positive, healthy, and safe environment.
- Providing safety briefings before each stage of the work.
- Providing necessary training, instruction and education, with assignments that inspire and encourage Participants in their career pursuits that challenge them to develop their skills.
- Providing constructive feedback regarding performance on a regular basis.

VII. REPORTING REQUIREMENTS

The Partner agency overseeing **full-time and part-time Participants** agrees to provide appropriate paperwork to the program including:

1. Approval of bi-weekly timesheets;
2. Review for accuracy and approval of bi-weekly data collection reports;
3. Complete Participant evaluations;
4. Respond to other surveys or requests for information.

The federal Fair Labor Standards Act (FLSA) requires employers to keep record of hours worked, wages paid and other conditions of employment. The Partner agency ensures the accuracy of timesheets and other employment records submitted to Kupu with the Site Manager's or designated Supervisor's approval.

VIII. SPECIAL PROVISIONS

COVID-19 Exposure Prevention, Preparedness, and Response Plan:

Partner Site represents to Kupu that it has developed and put in place a COVID-19 Exposure Prevention, Preparedness, and Response Plan ("Plan") to be implemented throughout the term of the Agreement at the Partner Site. Partner Site has identified a team of employees to monitor available U.S. Center for Disease Control and Prevention

("CDC") and Occupational Safety and Health Administration ("OSHA") guidance on the virus and employer best practices. This Plan shall be based on currently available information from the CDC and OSHA, but shall be subject to change based on further information provided by the CDC, OSHA, and other public officials.

Partner agrees that each participant follows state policies and federal COVID-19 policies, as well as their host sites' guidelines (whichever is more strict). Any changes or modifications to Kupu's policy and/or the requirements listed below will be communicated to Partner by Kupu in writing.

Partner Site shall ensure that each Participant:

- Is allowed to stay home if they feel sick or have any symptoms related to COVID19 such as:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea

Partner Site will promptly report to Kupu if any Participant takes leave due to actual or suspected COVID-19 sickness.

COVID-19 Vehicle Provision: Partner Site is responsible for ensuring Participant(s) comply with Partner Site's COVID-19 vehicle policies and procedures.

Non-Discrimination: Kupu and Partner agency shall not discriminate against anyone based on race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information, military service, or any other characteristic protected by State of Federal law. Kupu policy and federal law prohibits reprisal for engaging in protected activity (reporting discrimination or harassment, participating in investigations of such allegations, or intervening to assist those who are subjected to prohibited behaviors), and it will not be tolerated. If any discrimination is suspected, or advice sought, contact Kupu's HR department at hr@kupuhawaii.org or 808-735-1221.

Nepotism: Kupu and Partner will be committed to a policy of recruitment and member selection based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives or spouses of Kupu staff, Partner staff, or Participants. Kupu and Partner permit the selection of a current employee's family member, spouse, or related person when such a person is the most qualified candidate and Kupu/Partner can meet these expectations:

- Participants will not be serving under or supervised by a relative, spouse, or family member to the supervisor.

- Participants will not occupy a position in the same line of authority in which they can initiate or take part in decisions involving a direct benefit to the relative, spouse, or family member, unless the participant is able to recuse themselves from such decisions.

Potential participants must disclose their relations with any relative employed by Kupu or Partner prior to enrolling in the program. Similarly, existing Kupu or Partner employees must disclose any circumstance in which they learn that they are being asked to make any employment decisions of their relatives.

Alcohol and Controlled Substances: Partner must ensure that their staff, volunteers, and Kupu Participants adhere to all applicable policies and laws regarding the consumption of alcohol and/or controlled substances at the Partner Site. In addition, the consumption of alcohol or controlled substances must not occur at any Partner Site by Partner's staff or volunteers in the presence of any Participants under the legal drinking age or during any formal Kupu-led service projects/events.

Automobile Insurance: If the Project requires or permits the use by participants and/or volunteers of the Partner agency's automobiles, then in addition to the insurance coverage requirements set forth in Paragraph IX.I of the Agreement, Partner agency shall have appropriate and legally required insurance coverages for its automobiles, regardless of who may be driving them at the time of an accident. Automobile insurance will follow the vehicle and its owner with any permissive use (implied or expressed) and the insurance coverage for that vehicle will follow and apply to whoever is driving it. In an accident, as between Kupu and the Partner agency, the owner of the vehicle and the policy covering it accepts responsibility from a liability and physical damage standpoint. To be clear, when a Participant or volunteer drives an automobile of the Partner agency, the Partner agency's automobile policy will be primary and would respond to any accident claim. Should a Participant, volunteer or their passenger be injured while driving a Partner agency vehicle, Partner agency's mandatory coverage as required by the state's no-fault Personal Injury Protection (PIP) would apply. If Participants or volunteers use their own automobiles in furtherance of the Project, their personal insurance will likely be primary and the Partner agency and/or Kupu, as the case may be, may have secondary legal responsibility. To extent the Partner agency fails to have adequate insurance coverage for its automobiles as required hereunder, it will indemnify, defend and hold harmless Kupu from all claims arising from the underlying accident involving said automobile, regardless of who was driving the automobile at the time.

Restricted Activities:

- a. Use of firearms;
- b. Use of bladed power tools (unless with proper training and certification documentation submitted to Kupu);
- c. Operation or use of ATVs and/or UTVs, unless abiding by the following:

- a. For full-time or part-time Participants, the following requirements must be met to operate or ride on ATVs and/or UTVs:
 - i. Partner agencies must ensure that program Participants meet Kupu's ATV and UTV training requirements prior to their operation of the vehicles. Training requirements include:
 - 1. On-site training conducted with the program Participant covering basic operations of the vehicle (to the same standard expected of Partner staff and volunteers);
 - 2. On-site assessment determining the program Participant's ability to safely operate the vehicle (to be conducted by a party deemed fit by the Partner, internal or external); and
 - 3. A Kupu ATV/UTV Training Requirement Checklist form must be completed and submitted to Kupu confirming completion of these requirements prior to allowing a program Participant to operate ATVs and UTVs.
 - ii. Any incident or accident involving bodily injury, damage to property, or damage to the vehicle while the program Participant is driving will require an additional on-site training and assessment prior to continued access to operate the ATV or UTV; and
- d. Capital improvement projects.
- e. Performing or assisting in Partner's fundraising activities as outlined in the Master Agreement; however, Participants may participate in activities related to fundraising, but only if such activities:
 - i. Provide immediate and direct support to a specific activity;
 - ii. Fall within the program's approved direct work objectives;
 - iii. Are not the primary activity of the program;
 - iv. Do not involve financial campaigns, endowment drives, solicitation of gifts and bequests, or similar activities designed for the sole purpose of raising capital or obtaining financial contributions for Partner; and
 - v. Do not involve significant amounts of time for any Participant.
 - vi. Partner must report to Kupu any income generated by the Participant.
- f. Performing or assisting in grant writing except as otherwise indicated in the Agreement (or any other addendum thereto);
- g. Performing clerical or receptionist duties.

Participant should only provide work as listed in the position description. Any additional duties must be authorized by Kupu.

IX. PRINCIPAL CONTACTS

The individuals listed below for each of Kupu and Partner are authorized to act in their respective areas for matters related to the Project governed by the Agreement and this Addendum.

Kupu Contacts:

Program Contact	Administrative Contact
Matthew Bauer Chief Operating Officer 677 Ala Moana Blvd, Suite 1200 Honolulu, HI 96813 Tel.: 808-735-1221 x1007 matthew.bauer@kupuhawaii.org	Mark Canney Grants & Contracts Manager 677 Ala Moana Blvd, Suite 1200 Honolulu, HI 96813 Tel.: 808-735-1221 x1052 mark.canney@kupuhawaii.org

Partner Contacts:

	Program Contact	Administrative Contact
Full Name:		
Position Title:		
Mailing Address:		
Phone #:		
Email:		

[Signature Page Follows]

In witness whereof, the parties have executed this Addendum the day and the year first written above.

KUPU:

Kupu, a Hawaii non-profit corporation

By: _____

Matthew Bauer

Its Chief Operating Officer

PARTNER:

«Official_Agreement_Title», a
«Organization_Category»

By: _____

Its

By: _____

Its