



CORPORATION FOR NATIONAL SERVICE  
AmeriCorps\*VISTA

Grant #13VSWAZ001

MEMORANDUM OF AGREEMENT

Between

**SPONSOR**

Alliance of Arizona Nonprofits  
360 E Coronado Rd, Suite 120  
Phoenix, AZ 85004

And

**HOST SITE**

**Cochise County School Superintendent's Office  
1415 Melody Lane, Building C  
Bisbee, AZ 85603-3027**

This document defines the responsibilities of the **Alliance of Arizona Nonprofits (Alliance)** and **(Host Site)** with respect to the assignment of an AmeriCorps VISTA member to perform services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems as specified in the Alliance AmeriCorps VISTA Project Application and Project Plan. The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the **Corporation for National Service (Corporation)** and the **Alliance, dated September 16, 2018**, which is incorporated herein by reference, and federal laws and regulations and Corporation policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

1. **The Alliance will:**

- a. Comply with the provisions of the Memorandum of Agreement between the Corporation and the Alliance.
- b. Assist **Host Site** in developing work plans (VISTA Assignment Description -VAD) for each assignment.
- c. Assist in the provision of pre-service, early service, and in-service training as specified in the Alliance Project Application.

- d. Recruit and assign AmeriCorps VISTA members to **Host Site**, matching interests and skills with tasks to be accomplished in the approved VAD.
- e. Provide support and supervision to AmeriCorps VISTA members in administrative matters such as project assignment and relocation to the site.
- f. Retain full responsibility for the management, fiscal control, and program reporting required of the project.
- g. The Alliance may transfer an AmeriCorps VISTA member from one placement to another consistent with the project and **Host Site's** needs.
- h. Maintain such records and accounts, and make such reports and investigations, concerning matters involving AmeriCorps VISTA members and the project as the Corporation may require. The Alliance agrees to retain such records as the Corporation may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation for the purpose of litigation, audit, or examination.
- i. Upon receipt of appropriate Alliance VISTA housing allowance forms, including a signed lease contract, the Alliance will provide \$100 per month housing allowance made payable directly to the AmeriCorps VISTA members' landlord or property Management Company.

2. The **Host Site** will:

- a. Provide an acceptable VISTA Assignment Description (VAD) and On Site Orientation & Training Plan (OSOT) for the use of AmeriCorps VISTA members prior to the assignment of the AmeriCorps VISTA members.
- b. Provide day-to-day supervision of the activities of the AmeriCorps VISTA members. This includes regular weekly or bi-weekly one on ones between supervisors and VISTA members.
- c. Provide transportation or transportation reimbursement to the AmeriCorps VISTA members for travel outside of their regular commute to/from their project if such is required for members to complete their project duties.
- d. Provide materials, supplies and support for unique expenses related to the performance of assignments so that the AmeriCorps VISTA member does not incur personal expenses related to performance of assignments.

- e. Provide an adequate working space to permit AmeriCorps VISTA members to perform their assigned duties. This includes access to a physical workspace that includes access to a desk, telephone, computer, Internet, email and other necessary office items.
- f. Provide for any project specific training requirements outside of the AmeriCorps and/or Alliance sponsored training.
- g. Provide project updates and assist in reviewing performance of the AmeriCorps VISTA members in a timely manner when requested. This includes adhering to the Alliance VISTA Corrective Action Policy.
- h. Notify the Alliance immediately regarding unscheduled termination of AmeriCorps VISTA members and unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, resignations and absence without leave.
- i. Furnish needed travel assistance, including an advance of up to \$500 from its own funds, to be reimbursed by the Corporation State Office in the event of a natural disaster, a the critical illness, or death of an immediate family member (spouse, parent, sibling, child, grandparent, or guardian) of the AmeriCorps VISTA member.
- j. Allow AmeriCorps VISTA members to participate in local emergency disaster relief efforts if needed.
- k. Allow AmeriCorps VISTA members to participate in Alliance VISTA meetings, trainings & events.
- l. Allow AmeriCorps VISTA members to participate in Days of Service, i.e., Martin Luther Jr. Day, AmeriCorps Week, Cesar Chavez Day, and September 11 Day National Day of Service, etc.

### 3. **Community Involvement**

To the maximum extent practicable, the Sponsor and each of its **Host Sites** will consult with and use the people of the community or communities to be served by AmeriCorps VISTA Members in planning, developing, and implementing the project.

### 4. **Site Support Payment**

The Sponsor may only receive payment from, or on behalf of any **Host Site**, for costs associated with VISTA program assistance, for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in a VISTA project. Thus, Sponsors may only receive "Site Support Payments" (SSPs) for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in the VISTA project. SSPs may only be collected for expenses directly attributable to the VISTA project and that are not being funded by CNCS via a Support or Program grant. SSPs shall not be collected for any costs related to the Sponsor's overall operating expenses. SSPs are separate from, and must be treated separately from, funds that a Sponsor receives from a Site for the purpose of cost sharing

the VISTA living allowance. SSPs may not be required of, or received from, performance measurement-only service locations (described in the Definitions section) as they do not receive members. The Sponsor must provide a line item breakout for each year's projected SSP in their project application. The same SSP information must be included in the Memorandum of Understanding (MOU) with each Site.

**5. Administration Fee – Payment Terms**

The **Host Site** will pay a total of \$9,500 to the Alliance to assist in the administrative, training, and other costs associated with the Alliance’s management of the VISTA member and program.

A \$500 nonrefundable VISTA Recruitment Fee will be due when **recruiting begins**. The deposit covers the Alliance’s upfront costs for recruiting and enrolling a VISTA member. The remaining balance of the administrative fee (\$9,000) will be due when the VISTA member starts at your organization.

A variety of circumstances can lead to a need to terminate VISTA service before the scheduled end of service. Depending on the circumstances, the **Host Site**, may be eligible for a partial refund of the administrative fee. Here is the refund schedule.

| VISTA member exits | Refund Amount |
|--------------------|---------------|
| First 30 days      | \$8100        |
| 31 – 180 days      | \$4050        |
| 181 – 270 days     | \$1350        |
| Over 271 days      | No refund     |

Since VISTA is a federal national service program, VISTA members cannot be released from their position under the same procedures as regular employees. Only the Corporation for National and Community Service (CNCS) can officially suspend or terminate a VISTA member. **Host Sites** are expected to adhere to the Alliance VISTA Corrective Action Policy and provide clear and adequate documentation to support requests for further disciplinary action up to and including termination.

In the event CNCS places a VISTA member on administrative hold and requires that the VISTA member’s benefits continue until the administrative hold period terminates, the Alliance may subtract the VISTA member’s pro-rated living allowance and housing allowance from the partial refund amount.

If the VISTA member exists early and the **Host Site** and Alliance agree to replace the VISTA position, a new \$500 nonrefundable recruiting fee would be due; however, the refund would be applied to the existing/new partner cost share. **Host Site** not in compliance with all program expectations and policies may not be eligible for a partial refund of the administrative fee.

## 6. Removal and Termination

CNCS will promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with AmeriCorps VISTA regulations, policies and procedures. CNCS will effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members. CNCS has sole responsibility to effect a Member's removal from a Sponsor, and termination from the AmeriCorps VISTA program.

## 7. Joint Responsibilities

Both parties to this Memorandum of Agreement shall:

- a. Make every reasonable effort to ensure that the health and safety of the AmeriCorps VISTA members are protected during the performance of their assigned duties. Neither the Alliance nor the **Host Site** shall assign or require AmeriCorps VISTA members to perform duties, which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as AmeriCorps VISTA members are not related by blood, marriage, or adoption to **Host Site** staff, Alliance staff, officers or members of the Alliance's Board of Directors, or responsible Corporation program staff. A person cannot hold the position of AmeriCorps VISTA supervisor if a member of his/her immediate family exercises supervisory authority over the person. A person also cannot hold the position of AmeriCorps VISTA supervisor if he/she is related to the Corporation program official responsible for the AmeriCorps VISTA project.
- c. Ensure relationships between AmeriCorps VISTA members and staff members (including volunteer and contracted personnel) of the Corporation, Alliance, and **Host Site** that are exploitive or that have the appearance of partiality, preferential treatment, or the improper use of position for personal gain, are prejudicial to the morale of AmeriCorps VISTA members and will not be tolerated. Inappropriate relationships between AmeriCorps VISTA members and the aforementioned staff members are prohibited. Inappropriate relationships are those that compromise, or appear to compromise, supervisory authority or could result in preferential treatment. Relationships are prohibited if they appear to involve the improper use of rank or position for personal gain.

## 8. Non-Discrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project because of race, color, sex, national origin, religion, age, mental or physical disability (including AIDS), sexual orientation, or any other improper criterion. We strive to provide a work environment free of sexual, racial, national origin, religious or other unlawful harassment.

9 **Legal Restrictions**

The **Host Site** agrees that no AmeriCorps VISTA member assigned under this Agreement shall participate in or funds from the Corporation used in, the following activities when they would result in the identification of such programs with:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

10. **The **Host Site** further agrees not to:**

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voters transportation to the polls.
- b. Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for services.
- c. Compensate or permit compensation to the AmeriCorps VISTA members including compensation from beneficiaries for the service of the AmeriCorps VISTA members.
- d. Assign AmeriCorps VISTA members to direct service activities unless required as part of On Site Orientation & Training.
- e. Monetary living (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its Sites may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and Sites are strictly prohibited from providing VISTA members or Summer Associates with monetary assistance.

11. **Modifications**

This Memorandum of Agreement may be amended at any time by an agreement in writing executed by authorized representatives of the Alliance and the **Host Site**.

**12. Duration**

This Agreement shall become effective on **March 25, 2019** and shall terminate on **March 25, 2020**, subject, however, to the terms of the paragraphs entitled “Duration” and “Termination” in the Memorandum of Agreement between the Corporation for National Service and the Alliance dated **September 16, 2018 –September 14, 2019**.

**13. Termination**

Any termination of the Memorandum of Agreement between the Alliance and the Corporation will result in the termination of all provisions of this Memorandum of Understanding except for paragraph 1.h.

**14. Eligible Organizations**

Public organizations such as state and local government organizations, Indian Tribes, and nonprofit private organizations may apply to be VISTA sponsors. Please note that eligible nonprofit private organizations are not limited to those with IRS 501(c) (3) status, but rather all organizations with IRS 501(c) status. Organizations that focus solely on advocacy and lobbying are not eligible.

**“By signing this Memorandum of Understanding, I affirm this organization is a non-profit organization or public entity and therefore qualifies to be a VISTA member.”**

**Alliance of Arizona Nonprofits:**

**Host Site**

By: \_\_\_\_\_  
Kristen Merrifield  
Chief Executive Officer

By: \_\_\_\_\_  
Peggy Judd, Chair  
Cochise County Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_