

# CORPORATION FOR NATIONAL AND COMMUNITY SERVICE AMERICORPS VISTA

## MEMORANDUM OF AGREEMENT

between

*United Way of the Piedmont  
P.O. Box 5624, Spartanburg, SC 29304  
Paige Stephenson, President & CEO*

*Project Contact: Heather Lothar, [hlothar@uwpiedmont.org](mailto:hlothar@uwpiedmont.org), (864) 582-7556*

and

**Nonprofit Name**

*Address*

*Signature Authority*

This document defines the responsibilities of United Way of the Piedmont (UWP or Project Sponsor) and **Nonprofit Name** (Partner Agency) with respect to the assignment of up to **one** AmeriCorps VISTA member to perform indirect services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems as specified in the AmeriCorps VISTA Project Application. Community needs and project-related tasks are outlined in the Performance Measures section of the Partner Agency Application.

The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National and Community Service and United Way of the Piedmont, Project Number 14VSSSC001, 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 Memorandum of Agreement.

### 1. Effective Dates

The term of this agreement is for a period beginning on the date when the selected VISTA signs their certification page and shall terminate one year from their Oath of Service date, and may be extended by mutual written agreement and continued funding or terminated in accordance with the terms of this agreement.

### 2. United Way of the Piedmont (Project Sponsor) agrees to:

- a. Provide and administer the AmeriCorps VISTA grant funding for the VISTAs in the Piedmont program for a one-year duration, contingent on the following:
  - i. Availability of funds from the Corporation for National and Community Service (CNCS);
  - ii. UWP's financial match, contingent upon the success of the UWP annual campaign; and
  - iii. UWP's ability to raise additional funding for the VISTAs in the Piedmont program.

- b. Serve as the Fiscal Agent and overall administrator for the AmeriCorps VISTA grant, provide overall supervision of the grant, and provide assistance to the Partner Agencies and VISTA members in support of grant implementation.
- c. Retain full responsibility for the management and fiscal control of the project which includes Cost Share payments and appropriate use of the Support Grant.
- d. Serve as the liaison between Partner Agencies, VISTA members and CNCS.
- e. Comply with the provisions of the Memorandum of Agreement between CNCS and United Way of the Piedmont and CNCS reporting and program evaluation requirements.
- f. Assign VISTA placements (as specified on Page 1, Paragraph 1) to the Partner Agency for the duration of this Memorandum of Agreement subject to the availability of funding and recruitment/training deadlines for VISTA Virtual Member Orientation (VMO) set forth by CNCS.
- g. Assist Partner Agencies in developing appropriate VISTA member work plans and assignment descriptions that will meet the core goals of the approved project plans.
- h. Provide final approval of all VISTA work plans and assignment descriptions prior to VISTA candidates attending VMO and beginning their term of VISTA service.
- i. Assist Partner Agencies in the recruitment, screening, interviewing, and placement of AmeriCorps VISTA members.
- j. Provide support and supervision to VISTA members in administrative matters such as project assignment and program policy.
- k. Provide support and act as a resource to Partner Agencies on matters concerning administration of the VISTA program and supervision of VISTA members.
- l. Maintain such records and accounts, and make such reports and investigations, concerning matters involving members and the project as CNCS may require; and provide access to such records to CNCS for the purpose of litigation, audit, or examination for a period of three years after the members completion or termination from service.
  - i. Records to be completed and retained include: a copy of the Memorandum of Agreement and any addendums; the VISTA Volunteer Assignment Description; biweekly time sheets for the VISTA member, signed by the VISTA and site supervisor; mileage and purchase reimbursement requests made by the VISTA; emergency travel requests; performance reviews; performance improvement plans; progress reports; evaluations; commendations; and any other personnel records
- m. Ensure that the Partner Agency supervisor receives the requisite training and orientation to CNCS AmeriCorps VISTA policies.
- n. Ensure that members attend pre-service orientation webinars; that on-site orientation is provided; and that member development training is available throughout the year.
- o. Allow appropriate project staff and AmeriCorps VISTA members to attend training events required by CNCS.
- p. Transfer VISTA member(s) from one placement to another to comply with terms and provisions of the grant or upon the request of the VISTA member with the approval of CNCS. In this scenario, Partner Agencies will generally be given 10 days' written notice.

**3. The Partner Agency agrees to:**

- a. Raise awareness about the VISTAs in the Piedmont program.

## **Supervision & Member Development**

- b. Designate and identify a site supervisor to provide day-to-day supervision of the activities of the AmeriCorps VISTA member and submit the name of that supervisor to United Way of the Piedmont for the purpose of training and orientation.
- c. Provide acceptable member assignment descriptions and work plans and participate in the development of a project plan each renewal period and prior to the assignment of the AmeriCorps VISTA members.
- d. Use the approved VISTA work plan as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
- e. Provide adequate working space, materials, supplies, and access to a phone, computer, internet, and data systems to permit the VISTA member to perform their assigned duties and comply with program reporting requirements.
- f. Support the VISTA member(s) as they work to accomplish the project goals by carrying out the activities in their member assignment descriptions.
- g. The designated supervisor will hold regular weekly meetings with the VISTA member(s) to discuss the project and other concerns.
- h. Allow VISTA members to participate in monthly Gifts in Kind Center personal shopping
- i. Refrain from offering a VISTA member a paid staff position until that member's term of service has ended.

## **Member Recruitment, Selection, and Orientation**

- j. Recruit, screen, interview, select, and submit VISTA candidates to United Way of the Piedmont for approval and placement at VMO. United Way of the Piedmont will assist with candidate recruitment and selection upon request. VISTA candidate applications must be submitted to United Way of the Piedmont for approval by the recruitment deadline, which is **June 30, 2020**. Final approval for all VISTA candidates to attend VMO is subject to review and selection by the South Carolina CNCS office.
- k. Develop an On-Site Orientation and Training plan that introduces the VISTA member(s) to the organization, role, and community, and submit such written plan to United Way of the Piedmont at least 30 days prior to the VISTA member's start date.
- l. Provide the VISTA member(s) individualized On-Site Orientation and Training at the beginning of their term of service and ongoing member development training.

## **Timekeeping**

- m. Ensure that VISTA members dedicate an average of 40 hours per week (but no less than 35 hours per week) to their approved VISTA work plans and member descriptions to address the community needs identified in the approved Project Sponsor Application.
- n. Monitor the VISTA member's available leave time and approve time off requests. United Way of the Piedmont will track VISTA member's personal and sick leave on a monthly basis on the VISTA Time Sheet.
- o. Verify the VISTA member's work schedule and hours served on a bi-weekly basis on the VISTA Time Sheet.

## **Documentation**

- p. Conduct a performance review of members, required at a minimum to be completed after 60 days, 6 months, and 60 days prior to the end of service and complete an exit interview prior to the end of service.

- q. Submit to United Way of the Piedmont all records, documents, and materials necessary to allow the Project Sponsor to comply with the record keeping and retention requirements set forth above in section 2.1.i. of this Memorandum of Agreement.
- r. Retain records and documentation for each AmeriCorps VISTA member for a period of three years after the member's completion or termination of service, as outlined in section 2.1.i of this document.
- s. Provide such documentation and records to United Way of the Piedmont or CNCS upon receipt of written request in the event of a program audit.

**Supplemental Projects**

- t. Allow members to participate in "Days of Service", i.e., Martin Luther King Holiday, National Volunteer Week, AmeriCorps Week, or Mayor's Day of Recognition, should activities be organized in the communities where the members are in service.
- u. Allow members to participate in the community-based supplemental project (estimated 10% of service, or one half-day per week). This time will include monthly VISTA Lunch & Learn professional development trainings coordinated by United Way of the Piedmont.
- v. Allow AmeriCorps VISTA members to participate in local emergency disaster relief efforts, if needed.

**Financial Policies**

- w. Accept full responsibility for the oversight of members required to handle any financial transactions of the Partner Agency. In **no** circumstance may the member have check signing authority for the Partner Agency.
- x. Ensure that the VISTA member is reimbursed for all work-related travel (excluding commute) at the current federal rate (\$0.58 as of January 1, 2019).
- y. Advance up to \$500 to the VISTA member in case of an emergency (e.g., critical illness or death in the immediate family or federal government shutdown resulting in loss of paycheck) to be reimbursed by CNCS or the member.
- z. Properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable CNCS laws, regulations, policies, procedures and program guidance.
  - i. While United Way of the Piedmont maintains responsibility for the Partner Agency's proper use of VISTA members, the Partner Agency may be held financial responsible to CNCS for the inappropriate use of all such VISTA resources.

**Reporting**

- aa. Report to United Way of the Piedmont within 24 hours any unscheduled changes of status and conditions of members, such as resignations, arrests, accidents, hospitalizations, or absences without leave.
- bb. Ensure that AmeriCorps VISTA member has access to necessary data and submits all reports to United Way of the Piedmont by the deadline each month. The deadlines are as follows:

Project Progress Reports (PPR)	10 <sup>th</sup> day of each month
VISTA Member Time Sheet	Every Friday
Community Project Report	30 <sup>th</sup> day of each month

#### **4. Joint Responsibilities:**

Both parties to the Memorandum of Agreement shall:

- a. Make every reasonable effort to ensure that the health and safety of members are protected during the performance of their assigned duties. The Partner Agency shall not assign or require members to perform duties, which would jeopardize their safety or cause them to sustain injuries.

#### **Nondiscrimination & Sexual Harassment**

- b. In accordance with federal law and CNCS policies, VISTA members must serve in service environments that are free of discrimination and harassment. CNCS has a zero-tolerance policy for discrimination or harassment in all national service environments based on any of the following groups: race, color, national origin, sex, age, religion, disability, sexual orientation, gender identity and expression. VISTA members should not experience discrimination or harassment as a result of contact with United Way of the Piedmont and Partner Agency staff, supervisors, other VISTAs, clients, and volunteers. All Project Sponsors and Partner Agencies are responsible for ensuring that all VISTA members assigned to them are not subject to discrimination or harassment during their terms of service.
- c. Discrimination is treating people differently because of who they are, where they come from, or the groups they belong to. Discrimination in a VISTA service setting is illegal when it targets a person or group based on such non-merit factors as race, gender, or religion, also known as protected classes. The Corporation for National and Community Service defines protected classes as the following:
  - i. Race, color, or national origin
  - ii. Sex/gender
  - iii. Disability (physical or mental)
  - iv. Age
  - v. Religion
  - vi. Political affiliation
  - vii. Gender identity and expression
  - viii. Sexual orientation
- d. Illegal harassment is severe and/or pervasive verbal or non-verbal communication relating to an individual's gender, age, race, ethnicity, religion, or any other non-merit factor that interferes with a VISTA's performance and/or creates an intimidating, hostile, or offensive service environment. Harassment can consist of spoken or written words, images, or actions and can happen to anyone. It includes but is not limited to:
  - i. Explicit or implicit demands for sexual favors
  - ii. Pressure for one's company
  - iii. Unwelcome, persistent letters, phone calls, emails, or other media
  - iv. Distribution or display of offensive material
  - v. Offensive looks or gestures, physical encroachment, or threatening behavior
- e. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. Sexual harassment creates a hostile, intimidating, or offensive service environment and prevents a VISTA from serving effectively. Such sexual harassment violations include:
  - i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether United Way of the

Piedmont or Partner Agency, their agents, or supervisory employees should have known of the acts.

- ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
  - iii. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where United Way of the Piedmont or Partner Agency, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.
- f. As a recipient of federal financial assistance from CNCS, United Way of the Piedmont and Partner Agencies are responsible for violations of the prohibition against discrimination or harassment and for taking corrective action and/or disciplinary action if violations occur.

### **Reasonable Accommodation**

- g. By the effective date of this MOA, the Partner Agency and Project Sponsor must certify that they have conducted a self-evaluation of their compliance with Section 504 of the Rehabilitation Act of 1973, including that they have taken all reasonable measures to ensure that facilities are accessible to qualified persons with disabilities, promote their equal participation, and do not otherwise discriminate against such persons based on disability
- h. If a VISTA member who is a qualified individual with a disability requests an accommodation, the Partner Agency will notify United Way of the Piedmont and all parties will engage in the interactive process to identify reasonable accommodations, as defined by the Americans with Disabilities Act. Final accommodation recommendations must be approved by CNCS.

### **Termination of Member**

- i. The Partner Agency and Project Sponsor shall have no such discretion or authority to dismiss or separate a Member from service; CNCS has sole discretion and authority to separate a member from service.
- i. Performance or behavior issues should be reported immediately to United Way of the Piedmont, and/or to CNCS.
  - ii. The Partner Agency must document all incidents and reports relating to such performance or behavior issues in such a manner as to provide thorough accounts and evidence that the member was afforded due process.
  - iii. A Performance Improvement Plan must be implemented for a minimum of 14 days before requesting a member's removal from the Partner Agency for performance issues. United Way of the Piedmont must be provided a copy of the Performance Improvement Plan within 48 hours of implementation.
  - iv. If a member violates Partner Agency policies or engages in unlawful or unethical conduct, United Way of the Piedmont should be notified immediately, and documentation provided. United Way of the Piedmont will report such incidences to the state CNCS office and resolve them in accordance with rules governing the grant.

### **Additional Restrictions**

- j. Nepotism/Conflict of Interest
  - i. United Way of the Piedmont and Partner Agency shall ensure that persons selected as AmeriCorps VISTA members are not related by blood or marriage to project staff of the Partner Agency, Project Sponsor staff (including officers or members of the Board of Directors), or responsible CNCS staff.
- k. Supplemental Payments Prohibited
  - i. The allowances provided to the members are designed to permit members to live at the economic level of the persons served, as required by law. Project Sponsors and Partner Agencies are prohibited from supplementing these allowances in a manner that would interfere with the member's experience of living at or below the poverty level and shall take reasonable steps to assure that others do not do so. Partner Agencies are strictly prohibited from providing VISTA members with cash.
- l. Legal Restrictions
  - i. VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and the expansion of the capacity of the low-income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their work plan.
  - ii. United Way of the Piedmont and Partner Agency agrees that **no** AmeriCorps VISTA member assigned under this MOA shall participate in, or funds from CNCS used in, the following activities:
    - 1. Partisan and non-partisan political activities, including voter registration.
    - 2. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
    - 3. Labor or anti-labor organization or related activities.
    - 4. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.
  - iii. The Partner Agency further agrees **not** to:
    - 1. Carry out projects (related to VISTA) 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.
    - 2. Assign VISTA members to activities that would result in the hiring or displacement of employed workers, filling-in for absent employees or supervisors, or impairing existing contracts for services.
    - 3. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
    - 4. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.

## 5. Financial Considerations

- a. The Partner Agency agrees to submit payment of the VISTAs in the Piedmont Site Fee at a rate of \$6,000 per full-time member per service year. This site fee helps support the cost of the program overall, including the cost of member training, supplies, living stipends, and monthly housing stipends.

- b. Payment is due within 30 calendar days upon receipt of an invoice from UWP, which will be sent after the member starts at the Partner Agency. Payment plans can be set up if needed.
- c. Pro-rated refunds will be issued by request to the Partner Agency for members leaving the program early as follows, *if and only if the member slot is not refilled*:
  - i. 100% of the payment will be refunded to the Partner Agency if a member leaves the program prior to August 31, 2020.
  - ii. 75% of the payment will be refunded to the Partner Agency if a member leaves the program between September 1, 2020 and October 15, 2020.
  - iii. 50% of the payment will be refunded to the Partner Agency if a member leaves the program between October 16, 2020 and November 30, 2020.
  - iv. If a member leaves after November 30, 2020, no refund will be issued.
- d. Member slots can only be refilled if there are available Virtual Member Orientation slots (as determined by CNCS) and both the Partner Agency and United Way of the Piedmont agree to amend the duration of this Agreement to adjust for the new member's service dates.

## **6. Institutional Assurances**

### **Drug-Free Workplace**

- a. Upon execution of this Agreement, the Partner Agency certifies it will comply with the Drug-Free Workplace Act of 1988 and any regulations of the Project Sponsor implementing the Act.

### **Organizational Standards of Conduct**

- b. Partner Agency will comply with all the requirements of the Standards of Conduct as cited in the applicable Federal guidelines. United Way of the Piedmont certifies that it has in effect written and enforced policy guidelines on conflict of interest and the avoidance thereof.

### **Organizational Conflict of Interest**

- c. Partner Agency warrants that, to the best of the Partner Agency's knowledge and belief, there are no relevant facts or circumstances, which could give rise to an organizational conflict of interest, as defined in applicable federal guidelines, or that Partner Agency has disclosed all such relevant information.
- d. Partner Agency agrees that if an actual or potential organizational conflict of interest is discovered after award, Partner Agency will make a full disclosure in writing to the United Way of the Piedmont Authorized Official. This disclosure shall include a description of actions which Partner Agency has taken or proposes to take, after consultation with UWP's authorized official, to avoid, mitigate or neutralize the actual or potential conflict.
- e. Remedies – In the event UWP determines such organizational conflict of interest exists and Partner Agency was aware but did not disclose a potential organizational conflict of interest prior to award, or discovered and actual or potential conflict after award and did not disclose or misrepresented relevant information to the UWP Authorized Official, UWP may terminate the Agreement, in whole or in part, or pursue such other remedies as may be permitted by law or the Agreement.

### **Civil Rights, Equal Employment Opportunity, and Non-Discrimination**



- f. Partner Agency must comply with Title VI of the Civil Rights Acts of 1964, Executive Order 11246, and Section 504 of the Rehabilitation Act of 1973, as amended (Handicapped Individuals).

## **7. Other Considerations**

### **Grievance Process**

- a. In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the SC Commission on National and Community Service and the AmeriCorps program to deal with grievances from participants, program staff, site supervisors, labor organizations, and other interested individuals. In general, disputes must pertain to service-related issues such as a proposed service assignment, a mid-term or end of term evaluation, unfair treatment, a member's suspension or dismissal. A dispute also may concern an applicant protesting the reason he/she was not selected as an AmeriCorps member; or a labor union's claim that a member is displacing its union members.
- b. All Partner Agencies agree to participate in the program's grievance process if asked to do so.
- c. All complaints must be filed in accordance with the following procedures set forth in Section 4.11 of the AmeriCorps Member handbook. The full text of this procedure is available from UWP upon request.

### **Compliance with Law**

- d. The parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either party to violate such provisions of the law or subject either party to liability for adhering to such provisions of law.

### **Indemnification**

- e. Each party shall be responsible for its own acts, including any claims arising out of alleged negligence, gross negligence, or willful misconduct in performing under this agreement.

## **8. Media and Publications**

- a. All media releases, publications, presentations, and reports that develop from this initiative will recognize the authors based on their intellectual contributions, and acknowledge UWP and Partner Agency. Each party will agree not to use each other's names without prior approval for all media releases, publications, presentations, and reports. UWP will be the lead media contact with Partner Agency providing support as needed.

## **9. Property / Inventions / Intellectual Property**

- a. UWP and Partner Agency will own jointly all intellectual property (reports) arising out of the VISTAs in the Piedmont Program.

## **10. Modifications**

- a. This Memorandum of Agreement may be amended at any time by an agreement in writing executed by authorized representatives of United Way of the Piedmont and the Partner Agency.

## 11. Termination of Agreement

- a. United Way of the Piedmont will use the above provisions to determine continued eligibility of **Nonprofit Name** to be a Partner Agency. Failure to comply with any of the roles and responsibilities as outlined in this MOA will result in responsive and corrective action to include removal of the VISTA member placed at your site. Upon determination that concerns by UWP are not rectified after notice and discussion, UWP will provide at least 10 days written notice that the member will be removed from the site and placed at a new location.
- b. Any termination of the Memorandum of Agreement between United Way of the Piedmont as the Project Sponsor and CNCS will result in the termination of all provisions of this Memorandum of Agreement.
- c. This Memorandum of Agreement may also be terminated:
  - i. By mutual agreement of the parties.
  - ii. By either party, by giving written notice thirty (30) days prior to the effective date of the termination.

## 12. Miscellaneous

- a. The parties shall frequently consult and collaborate to affect the terms and purposes of this agreement and the functioning partnership memorialized herein. In the event of any dispute hereunder, the parties shall negotiate and mediate to reach agreement.
- b. The partners also agree to disclose promptly any conflict of interest that may arise during VISTAs in the Piedmont activities.

## 13. Governing Law

- a. This Agreement constitutes the entire agreement between UWP and Partner Agency. Any changes or modifications shall be accomplished by amendment to this Agreement fully-executed by the duly authorize representatives of the parties.
- b. In witness WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives.

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The parties whose signatures appear below attest to having the authority to enter into this Memorandum of Agreement (MOA) and agree that this MOA will be in effect from the date when the selected VISTA signs their certification page and shall terminate one year from their Oath of Service date.

PARTNER AGENCY:

**Nonprofit Name**

PROJECT SPONSOR:

**United Way of the Piedmont**

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Paige Stephenson

TITLE: \_\_\_\_\_

TITLE: President & CEO