

# Memorandum of Understanding

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## **Memorandum of Understanding (MOU) Between the Plantory**

**&**

## **Lexington Fayette Urban County Government**

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from **August 23, 2018 through August 22, 2019**.

This document defines the responsibilities of the Plantory, located at 501 West Sixth Street Ste 250, Lexington, KY 40508, as the Project Sponsor and Lexington Fayette Urban County Government ("LFUCG"), with EIN/TIN 61-0858140 through its Multicultural Affairs Coordinator in the Lexington Global Engagement Center, located at 1306 Versailles Rd. Ste 110, Lexington, KY 40504, as the Project Host Site with respect to the assignment of up to 1 AmeriCorps VISTA member(s) to perform services in support of the growth and development of the projects of the Lexington Global Engagement Center. Community needs and project-related tasks are outlined in the member VAD (attached hereto as Exhibit A and incorporated by reference). The obligations of the parties hereto are subject to and governed by the terms and conditions of the Memorandum of Agreement between the Corporation for National & Community Service (CNCS) and the Plantory (attached hereto as Exhibit B and incorporated by reference), CNCS Grant Number #15VSSKY004 – VISTA State, and federal laws and regulations and CNCS policies applicable to the project, or which may become applicable to it subsequent to the execution of this Memorandum of Understanding (MOU).

**1. As the Project Sponsor, The Plantory will:**

- a. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to the Project Host Sites and VISTA members in support of grant implementation, and be the liaison between Project Host Sites, VISTA members and the Corporation for National and Community Service.
- b. Comply with the provisions of the Memorandum of Agreement between the Corporation for National & Community Service and the Plantory.
- c. Assign VISTA placements to the Project Host Site for the duration of this Memorandum of Understanding subject to the availability of funding and recruitment/training deadlines for VISTA Pre-Service Orientation (PSO) set forth by the CNCS.
- d. Assist the Project Host Site with the development of VISTA member project plans and assignment descriptions. Provide final approval of all VISTA project plans and assignment descriptions prior to VISTA candidates attending Pre-Service Orientation/VISTA Blend and beginning their term of VISTA service.

- e. Assist with the recruitment, screening, interviewing, and selection of VISTA candidates when requested by the Project Host Site.
  - f. 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, Project Host Sites will be given 14 days' notice.
  - g. Provide training and support to the Project Host Site supervisors.
2. The Project Host Site will:
- a. Provide a Site Supervisor to provide day-to-day supervision of the activities of the VISTA member(s). The Site Supervisor will be Isabel Taylor.
  - b. Recruit, screen, interview, select, and submit VISTA candidates to the Project Sponsor for approval and placement at Pre-Service Orientation. The Project Sponsor will assist with candidate recruitment and selection upon request. VISTA candidate applications must be submitted to the Plantory for approval by the Plantory's recruitment deadline, which is one week before the CNCS deadline. Final approval for all VISTA candidates to attend PSO is subject to review and selection by the Kentucky CNCS office.
  - c. Submit a VISTA project plan for approval prior to the VISTA member's start date.
  - d. Submit a proposed budget detailing member mileage reimbursement, professional development, the project participation fee, and in-kind assistance.
  - e. Provide the VISTA member(s) individualized On-Site Orientation and Training at the beginning of their term of service.
  - f. Use the approved VISTA project plan as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
  - g. Ensure that VISTA members dedicate an average of 40 hours per week to their approved VISTA project plans and member descriptions to address the community needs identified in the approved Project Sponsor Application. The Plantory will track VISTA member's personal and sick leave on a monthly basis on the VISTA Leave Report Form. Project Host Sites should use their existing policies and procedures to account for a VISTA member's actual service schedule and hours served.
  - h. Schedule regular meetings (preferably weekly) with the VISTA member(s) to discuss the project and other concerns.
  - i. Provide adequate workspace, materials, supplies, and access to a phone and computer to permit the VISTA member to perform his/her assigned duties.
  - j. Ensure that the VISTA member is reimbursed for all local travel associated with the project. Mileage reimbursement should be done in accordance with the Project Host Site's existing policies and procedures. Ensure the Form V-81 is completed in My AmeriCorps.
  - k. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls. The VISTA member will be required to attend all trainings identified by the Plantory Director for the purposes of completing In-Service Training (IST) requirements as set forth by CNCS.

- l. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
- m. Allow the VISTA member to participate in Days of Service (e.g. but not limited to MLK Day of Service, National Volunteer Week, Make A Difference Day, AmeriCorps Week) should activities be organized by the Plantory or in the community where the VISTA member is serving.
- n. Inform the Director of the Plantory of any changes in status of the VISTA and other concerns related to the VISTA Project.
- o. The Project Host Site agrees to provide project updates with VISTA member input via monthly reports, quarterly Project Progress Reports (PPR), and site visits.
- p. Pay an amount not to exceed **Five Thousand and Five hundred Dollars** (\$5,500.00) to the Plantory, as the project sponsor. This payment should be paid within 30 days of invoice receipt. Payments are not refundable, and will not be prorated due to early termination of a member.
- q. A VISTA member is expected to have full participation through the entire grant year. In the event that a VISTA member terminates early from a site, the participating agency is not permitted to fill the empty position with a new member unless the Kentucky CNCS Office gives permission otherwise. LFUCG must remain in communication with the Plantory, Advisory board, VISTA Leader, and State Office throughout the grant year and VISTA service term.

### 3. Joint Responsibilities

Both parties to the Memorandum of Understanding shall:

- a. Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither the Project Sponsor nor the Project Host Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as VISTA members are not related by blood or marriage to Project Host Site staff, Project Sponsor staff, officers or members of the Project Host Site's or the Project Sponsor Site's boards of directors, or responsible program staff at CNCS.
- c. Neither the Project Sponsor nor the Project Host Site has the discretion or authority to dismiss or separate a VISTA member from service; CNCS is the sole authority that can terminate a VISTA member's term of service. The Project Site should document any performance or behavior issues and immediately report them to the Plantory. The Director of the Plantory will report such incidences to the state CNCS office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.

### 4. Non-Discrimination & Sexual Harassment

- a. No person with responsibilities in the operation of the project shall discriminate against any VISTA member, member of the staff of, or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As a recipient of federal financial assistance from CNCS, the Project Sponsor and Project Host Site are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. 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 the Project Sponsor or Project Host Site, 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 the Project Sponsor or Project Host Site, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

## 5. Legal Restrictions

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 project plan.

The Project Host Site agrees that no VISTA member assigned under this MOU shall participate in:

- 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.

The Project Host Site further agrees not to:

- a. 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.

- b. 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.
- c. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
- d. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.
- e. Notify the Plantory immediately of any and all funds awarded or received by the Corporation for National and Community Service, or through programs of the Corporation for National and Community Service throughout the duration of this agreement.

The Project Host Site certifies that:

- a. It is a public agency or private nonprofit organization. EIN: 61-0858140.
- b. The VISTA is not displacing employees or contractors
- c. In accordance with Section 504 of the Rehabilitation Act of 1973 and 45 CFR§1232.7(c), the site and project is physically accessible to persons with physical and mental impairments or disabilities, including but not limited to mobility, hearing, vision, mental and cognitive impairments or disabilities, or that reasonable accommodations that do not provide undue hardship to the organization will be made for accessibility upon request.

#### 6. Modifications

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Project Sponsor and Project Host Site.

#### 7. Termination

- a. The Plantory will use the above provisions to determine continued eligibility of LFUCG to be a Project Host Site. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, the Plantory will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.
- b. Any termination of the Memorandum of Understanding between The Plantory as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

#### 8. Completeness of Agreement

- a. This Agreement shall constitute the entire agreement between the parties. No change, modification, extension of this Agreement will be valid unless it is in writing and signed by the parties. Changes, Modifications, and Extensions to this Agreement shall be in compliance with the Notice section of this Agreement.

9. Severability

- a. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

10. Notice

- a. All notices allowed or required to be given hereunder must be in writing sent by United States mail, or hand-delivered to the parties at the following:

FOR LFUCG:

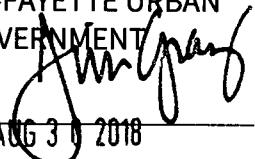
Lexington-Fayette Urban County Government  
1306 Versailles Rd. Ste 110  
Lexington, Kentucky 40504  
Attn: Isabel Taylor,  
Multicultural Affairs Coordinator  
Phone: 859-258-3824  
Email: [itaylor@lexingtonky.gov](mailto:itaylor@lexingtonky.gov)

FOR THE PLANTORY

The Plantory  
501 West Sixth Street, Ste 250  
Lexington, Kentucky 40508  
Attn: Shannon Baker  
Chief Operations Officer  
859-255-6999  
[Shannon@plantory.org](mailto:Shannon@plantory.org)

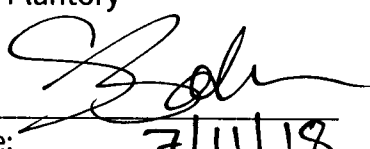
IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
Date: AUG 30 2018

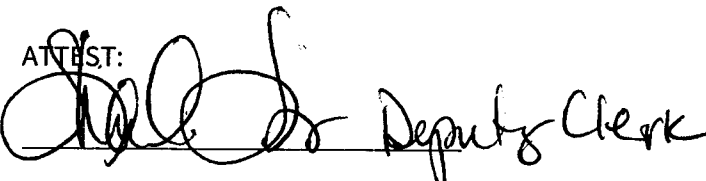
Jim Gray, Mayor  
Lexington-Fayette Urban County Government

The Plantory

BY:   
Date: 7/11/18

Shannon Baker,  
Chief Operations Officer  
The Plantory

ATTEST:

  
Deputy Clerk



Plantory VISTA Site Supervisor Responsibilities and Duties:

- Provide day-to-day supervision of the activities of the VISTA member.
- Provide the VISTA member individualized On-Site Orientation and Training at the beginning of their term of service
- Use the approved VISTA work plan and VISTA assignment description (VAD) to guide tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
- Ensure that the VISTA member serves in a full-time capacity.
- Complete approval of member's timesheet weekly to ensure accuracy.
- Schedule regular, weekly meetings with the VISTA member for formal supervision, to discuss the project and other concerns.
- Conduct evaluations of the VISTA member's performance around six months into and near the end of the service year.
- Provide adequate working space, materials, supplies, and access to phone and internet services to permit the VISTA member to perform his/her assigned duties.
- Ensure that the VISTA member is reimbursed for all service-related travel associated with the project outside of Plantory sponsored events.
- Ensure the completion of VISTA-required forms at the request of The Plantory, as needed.
- Inform the Plantory VISTA Program Director of any changes in status of the VISTA member, and/or any other concerns related to the VISTA member or project.
- Inform the Plantory VISTA Program Director of any unapproved or excessive absences.
- Document any behavior issues and provide the documentation to the Plantory VISTA Program Director
- Support the VISTA member in providing monthly data reports to The Plantory, and check all reports for accuracy.
- Make every reasonable effort to ensure the health and safety of the VISTA member is protected during the performance of their assigned duties.
- Contact the Plantory VISTA Program Director with any questions or concerns.

Please sign to acknowledge that you have read and agree to follow the supervisor's responsibilities and duties.

Isabel Cereceda Taylor  
Supervisor

[Signature]  
Supervisor Signature

7/17/18  
Date

## VISTA Assignment Description (VAD)

**Title:** Global Lex VISTA

**Sponsoring Organization:** The Plantory - Kentucky Conference For Community and Justice

**Project Name:** The Plantory - A Connected Community Fighting Poverty

**Project Number:** 15VSSKY004

**Project Period:** 06/24/2018 - 06/22/2019

**Site Name (if applicable):** Lexington Global Engagement Center

**Focus Area(s)**

**Primary:** Economic Opportunity

**Secondary:** Capacity Building

### VISTA Assignment Objectives and Member Activities

**Goal of the Project:** The Global Lex VISTA member will build the capacity of Lexington Global Engagement Center by developing and implementing 3 new programs for the immigrant and ESL populations in Lexington, Kentucky. This VISTA position will impact poverty by increasing access to jobs and improving literacy. As a result of the VISTA member's service, 3 new programs will be developed, 200 new clients will be reached, and awareness of the needs of the populations will be increased.

**Objective of the Assignment (Period of Performance: August 2018 - August 2019)**

Develop 3 sustainable programs in the areas of job development, mental health, and literacy for members of the ESL community.

**Member Activity:** 1. Research local community organizations, educational institutions, and businesses to identify community partners in the fields job development, mental health, and literacy. 2. Create marketing materials for target audiences. 3. Develop partnerships with organizations who serve the immigrant and ESL populations to market the new programs to target audiences. 4. Develop a manual for implementation of new programs, so that they can be replicated in the future.

**Objective of the Assignment (Period of Performance: August 2018 - August 2019)**

Set up outreach systems and develop partnerships with community organizations, local businesses, and public education institutions to increase knowledge of the needs of the ESL and immigrant populations. Develop informational marketing materials.

**Member Activity:** 1. Develop plan for outreach. a. Identify community organizations, local businesses, and public education institutions that serve ESL and immigrant populations. b. Create informational packet to be distributed to the identified community organizations, local business, and public education institutions. 2. Attend outreach meetings with community organizations, local business, and public education institutions to increase awareness of the needs of the immigrant and ESL populations.



**Objective of the Assignment (*Period of Performance: August 2018 - August 2019*)**

Produce quality reports that can be used on social media, traditional media, as well as complied for federal reporting requirements which demonstrate the anti-poverty and capacity building work being accomplished during your service term.

**Member Activity:** 1. Complete monthly reports and annual reports as well as other progress reports (as assigned). a. Become knowledgeable about required and expected reporting. b. Develop strong tracking tools that align with the outcomes of your VAD and the performance plan to ensure that you are tracking your outcomes. c. Research ways to share the impact of your work in the community and develop a brief external engagement plan to be used over the course of your year of service. d. Ensure that materials you create during your year include the AmeriCorps VISTA logo and that your service site has the VISTA brand visible within the site. e. Support your site and intermediary with elevating stories of impact, playing close attention to events, meetings and interactions with elected officials or any other noteworthy engagement. f. Participate in, and engage others in, the national days of service and national days of recognition as requested by your site.

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
AmeriCorps VISTA  
**MEMORANDUM OF AGREEMENT**



Between

The Plantory - Kentucky Conference For  
Community and Justice  
501 W Sixth St  
Ste 250  
Lexington, KY 40508-1341  
EIN: 371500795

and

Corporation for National and Community Service  
Kentucky State Office  
600 Martin Luther King Jr Place  
Room 190  
Louisville, KY 40202-2230

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) The Plantory - Kentucky Conference For Community and Justice, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to thirty-seven (37) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$73,866.00 to cost-share up to six (6) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to thirty-one (31) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to six (6) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 06/24/2018 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 06/24/2018 and shall end thereafter on 06/22/2019, unless terminated sooner by either or both of the parties.

Click below to view:

General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

**Corporation for National and Community Service**

Electronically

Signed By: Baldridge, Angela

Title:

Date: 08-JUN-18

The Plantory - Kentucky Conference For Communi

Address: 501 W Sixth St

Ste 250

Lexington, KY 40508-1341

Phone: (859) 255-6999

Sponsor Location Code Number: 61205

Sponsor DUNS Number: 078677018

Electronically

Signed By: Kelley, Crystal

Title: State Program Director

Date: 08-JUN-18

Corporation for National and Community Service

Address: Kentucky State Office

600 Martin Luther King Jr Place

Room 190

Louisville, KY 40202-2230

Phone: 303-844-7416

Electronically

Signed By: Weiss, Kira

Title: Management and Program Analyst

Date: 08-JUN-18

Corporation for National and Community Service

Address: 250 E Street SW

Suite 300

Washington, DC 20525-0001

Phone: 202-606-6626