

Memorandum of Understanding

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 September 12, 2016 through September 11, 2017.

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 Office of Homelessness Prevention & Intervention, located at 101 E. Vine Street Ste 105, Lexington, KY 40507, 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 Office of Homelessness Prevention and Intervention. 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, 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 work plans and assignment descriptions. Provide final approval of all VISTA work 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.

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 Charlie Lanter.
- 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 work 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 work 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 work 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 work 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 working space, 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., MLK Day of Service, National Volunteer Week, Make A Difference Day) 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.
- 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 work 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.**

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.**
- c. **In the event that either party to this Agreement, fails to fulfill any of its obligations under this Agreement, the other party may terminate this Agreement without further obligation to the other party with written notice received within thirty (30) days.**

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
101 East Vine Street Ste 175
Lexington, Kentucky 40507
Attn: Charlie Lanter
Office of Homelessness Prevention
Phone: 859-258-3105
Email: clanter@lexingtonky.gov

FOR THE PLANTORY

The Plantory
501 West Sixth Street, Ste 250
Lexington, KY 40508
Attn: Angela Baldrige
Executive Director
859-255-6999
angela@plantory.org


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

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
Date: _____

Jim Gray, Mayor
Lexington-Fayette Urban County Government

The Plantory

BY: 
Date: 9/12/16

Angela Baldrige, Executive Director
The Plantory

ATTEST:

Clerk, Urban County Council