



## Memorandum of Agreement

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Memorandum of Agreement (MOA) Between

**The Plantory**

&

Participant Agencies/Program Sites where VISTAs will be serving:

**Global Lex**

This Memorandum of Agreement (MOA) establishes a collaborative partnership between the above entities from June 2021 through June 2022.

This document defines the responsibilities of **The Plantory**, located at 110 West Vine Street Ste 415, Lexington, KY, 40507, as the Project Sponsor and **Global Lex**, with EIN/TIN: \_\_\_\_\_, located at 1306 Versailles Road #110, Lexington, KY, 40508, as the Project Host Site with respect to the assignment up to 1 1/2 AmeriCorps VISTA member(s) to perform services in support of the growth and development of the projects of Global LEX. 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 Agreement (MOA).

### **1. As the project Sponsor, the Plantory will:**

- a. Serve 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 Site, VISTA members and the Corporation for the 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 Agreement 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 must be submitted to the Plantory for approval by the Plantory recruitment deadline, which is one week before the CNC deadline. Final approval for 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 proposal 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 or 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 bi-weekly basis on the VISTA Leave Time Sheet. 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-8.1 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 training identified by the Plantory Director for the purpose of completing In-Service Training (IST) requirements as set for 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 Days of Service, National Volunteer Week, Juneteenth, AmeriCorps Week 911) 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 Projects Progress Reports (PPR), and site visits.
- p. Pay an amount not to exceed: Six Thousand dollars (\$6,000.00) 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. **Global Lex** must remain in communication with the Plantory, Plantory's board, VISTA Leader, and CNCS Office throughout the grant year and VISTA service term.

### 3. Joint Responsibilities

Both parties to the Memorandum of Agreement shall:

- a. Make every reasonable effort to ensure that the health and safety of the VISTA member are protected during the performance of their assignment duties. Neither the Project Sponsor nor the Project Host Site shall assign or require VISTA members to perform duties which 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 incidents to the state CNCS office and resolve them in accordance with the rules governing the grant. This is necessary to provide VISTA members with 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 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, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
  - III. Act 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 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 administrator 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 MOA 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. Approved 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: \_\_\_\_\_.
- b. The VISTA is not displacing employees or contractors
- c. In accordance with Section 504 of the Rehabilitation Act of 1973 and 45 CFR1232.7(c), The site and project are 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 Agreement may be amended at any time by an agreement in writing Executed by authorized representation of the Project Sponsor and Project Host Site.

## 7. Termination

- a. The Plantory will use the above provisions to determine continued eligibility of **Global Lex** to be a Project Host Site. 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. In the 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 Agreement 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 Agreement.
- 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. No change, modification, extension of this Agreement will be valid unless it is in writing and signed by the parties. Changes, Modifications, Extensions to this Agreement shall be in compliance with the Notice section of this Agreement.

## 9. Severability

- a. The invalidity or unenforceability of any provision 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:

**GLOBAL LEX**

1306 Versailles Road #110  
Lexington, Kentucky 40508

**Attn:** Isabel Taylor

**Title:** Multicultural Affairs Coordinator

**Phone:** 859-361-5888

**Email:** [itaylor@lexingtonky.gov](mailto:itaylor@lexingtonky.gov)

FOR:

**THE PLANTORY**

110 West Vine Street, Ste 415  
Lexington, Kentucky 40508

**Attn:** Shawn Ka'Ron Bumpase

**Title:** AmeriCorps VISTA Program Director

**Phone:** 859-285-3091

**Email:** [vista@plantory.org](mailto:vista@plantory.org)



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

For: Global Lex

The Plantory

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Date: May 3, 2021

Shawn Ka'Ron Bumpase  
AmeriCorps VISTA Program Director