

Memorandum of Understanding

Between

Florida State University

&

(Insert Organization Here)

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from (Insert Date Here) through (Insert Date Here).

This document defines the responsibilities of Florida State University (FSU) as the Project Sponsor for the AmeriCorps | Florida VISTA Network (*A|FVN*) and (Insert Organization Here) as the Project Host Site with respect to the assignment of up to (1) AmeriCorps VISTA member(s) and (1) Summer VISTA Associates to serve the community through connecting institutions of higher education and their resources with low-income communities to address FY 2023 AmeriCorps Priority Areas (Economic Opportunity, Education, Healthy Futures, Veterans & Military Families). Community needs and project related tasks are outlined in the approved Project Host Site Application and VISTA Assignment Descriptions and/or work plan(s). The obligations of the parties hereto 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.) are subject to and governed by the terms and conditions of the Memorandum of Agreement between AmeriCorps and Florida State University (as the program's fiscal host and administrator), AmeriCorps Grant Number 20VSSFL001, 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 Understanding (MOU).

1. As the Project Sponsor, FSU will:

- a) Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision of the grant, will provide assistance to the Project Host Sites and VISTA members in support of grant implementation, and will be the liaison between Project Host Sites, VISTA members and AmeriCorps.
- b) Comply with the provisions of the Memorandum of Agreement between AmeriCorps and Florida State University.
- c) Assign VISTA placements (as specified on page 1, paragraph 2) 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 Virtual Member Orientation (VMO) set forth by the AmeriCorps. Also, subject to programming and management priorities that may be set by AmeriCorps and/or the Project Sponsor as needed.
- 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 Virtual Member Orientation 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 AmeriCorps. When possible, 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).
- b) Recruit, screen, interview, select, and submit VISTA candidates to the Project Sponsor for approval and placement at VMO. The Project Sponsor will assist with candidate recruitment and selection upon request. VISTA candidate applications must be submitted to the VISTA Program for approval by the Project Sponsor recruitment deadline. Final approval for all VISTA candidates to attend VMO is subject to review and selection by the Project Sponsor and AmeriCorps. (Projects may not request, charge or accept participation or application fees from VISTA members, candidates, or potential candidates.)
- c) Submit a VISTA Assignment Description (VAD) for approval prior to selecting a VISTA candidate.
- d) If requested by the Project Sponsor, submit a proposed budget detailing member mileage reimbursement, professional development, the project participation fee, and in-kind assistance.
- e) Submit an On-Site Orientation and Training plan to the Project Sponsor prior to a VISTA Member's arrival to the host site. And provide the VISTA member(s) individualized approved On-Site Orientation and Training at the beginning of their term of service (to be completed within the first 2 - 4 weeks).
- f) Attend a mandatory Site Supervisor Training, either in person or via webinar hosted by the Project Sponsor.
- g) Use the approved VISTA Assignment Description as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
- h) 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. Project Host Sites should use their existing policies and procedures and/or time keeping policies that may be implemented by the Project Sponsor and/or AmeriCorps to account for a VISTA member's actual work schedule and hours served.
- i) Track and report the VISTA member's hours served along with personal and sick leave on a monthly basis and submit the VISTA Leave Report Form to the Project Sponsor each month.
- j) Report to the Project Sponsor within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep the Project Sponsor informed of unscheduled changes of status and conditions of AmeriCorps VISTA members such as arrests, medical emergencies, hospitalization, and absence without leave.
- k) Schedule regular meetings with the VISTA member(s) to discuss the project and other concerns.
- l) Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member to perform his/her assigned duties.
- m) Ensure that the VISTA member is reimbursed for all costs such as local mileage, parking, public transportation, etc. that may be incurred in order to successfully complete his or her VISTA duties (not including daily travel to and from the primary service site). When possible, reimbursement should be done in accordance with the Project Host Site's existing policies and procedures.

- n) If circumstances require, the Project Host Site will advance up to \$500 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by AmeriCorps per VISTA program policy when the Project Sponsor and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher. AmeriCorps will not be responsible for the reimbursement of these funds (to the Project Sponsor and/or Project Host Site) unless the AmeriCorps VISTA Payment Voucher form is submitted to the AmeriCorps State Program Director.
- o) Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls identified and/or conducted by the Project Sponsor. It is recommended that Project Host Sites budget for all local professional development and training for their VISTA member as needed. The VISTA member(s) may also will be required to attend a training(s) identified by the Project Sponsor for the purposes of completing In-Service Training (IST) requirements as set forth by AmeriCorps & the Project Sponsor, expenses are usually covered by FSU and/or AmeriCorps in this instance.
- p) Allow the VISTA member to participate in disaster relief/emergency response efforts.
- q) Allow the VISTA member to participate in Days of Service (i.e. Martin Luther King Jr. Holiday, National Volunteer Week, Make A Difference Day) should activities be organized by the Project Sponsor or in the community where the VISTA member is serving.
- r) Inform the Project Sponsor of any changes in status of the VISTA and other concerns related to the VISTA Project.
- s) Ensure that any VISTA activities in support of Alternative Break or similar episodic immersion projects are conducted in adherence to AmeriCorps rules and regulations. Such projects must have a focus on addressing domestic poverty issues. VISTA members may not support or participate in international Alternative Break or similar projects. Contact Program Sponsor staff for specific guidance.
- t) Take all reasonable measures to ensure that facilities are accessible to persons with disabilities. The Project Host Site agrees to promote their equal participation and does not otherwise discriminate against persons based on disability.
- u) VISTA members may not perform supervisory functions or provide administrative support for AmeriCorps funded programs. This prohibition includes activities related to the application of other AmeriCorps grants and programs.
- v) Identify the project as an AmeriCorps VISTA project and the assigned members as **AmeriCorps Members**.
- w) AmeriCorps VISTA is a registered service mark of AmeriCorps, if using the AmeriCorps VISTA or AmeriCorps service mark or name, AmeriCorps VISTA must be identified as a federal assistance provider. Project Host Sites must use the AmeriCorps VISTA name and logo in accordance with AmeriCorps requirements. Project Host Sites may not use or display the AmeriCorps VISTA name or logo in connection with any “prohibited service activities” as referenced in the MOU and/or AmeriCorps VISTA handbook. AmeriCorps marketing and logo information can be found online at <https://www.americorps.gov/newsroom/communication-resources>.
- x) Project Host Site agrees not to employ an assigned AmeriCorps VISTA member(s) prior to the end of the member’s scheduled term of service.

- y) The Project Host Site agrees to provide project updates via quarterly Project Progress Reports (PPR) with VISTA member input. Updates are due according to the following schedule:

<u>Reporting Periods:</u>	<u>Due Dates:</u>
October 1 through December 31	January 15
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15

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) Neither the Project Sponsor nor the Project Host Site has the discretion or authority to dismiss or separate a VISTA member from service; AmeriCorps is the sole authority that can terminate a VISTA member’s term of service. The Project Host Site should document any performance or behavior issues and immediately report them to the Project Sponsor. Staff will report such incidences to the state AmeriCorps office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process. *If housing is provided to the VISTA member by the Project Host Site, reasonable notice/time should be provided for the VISTA member to relocate should any request for transfer or removal from the project be made.*
- c) The Project Host Site must report to the Project Sponsor (and AmeriCorps if requested) on the use of all VISTA resources. VISTA resources include the time and activities of the VISTA member assigned to the Project Host Site and supports through VISTA member benefits including VISTA living allowances, and, if applicable, end of service awards and other AmeriCorps funds provided in support of the VISTA member.
- d) Per AmeriCorps policy referencing the federal Uniform Guidance (2 CFR §200.112). Non-federal entities receiving VISTA resources (as defined by AmeriCorps) are required to disclose, in writing, potential conflicts of interest. Non-federal entities must develop and implement conflict of interest policies and procedures that incorporate this notice requirement. Undisclosed conflicts of interest could result in disallowed costs or other penalties up to and including termination of your organization’s VISTA placement and the possible repayment of disallowable costs and associated VISTA resources.
- e) The Project Host Site (in partnership with the Project Sponsor) will properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable AmeriCorps laws, regulations, policies, procedures, and program guidance. As the Project Sponsor, FSU maintains responsibility for the Project Host Site’s proper use of VISTA members. The Project Host Site and/or the Project Sponsor may be held financially responsible to AmeriCorps for the inappropriate use of all such VISTA resources by the Project Host Site. Whether the Project Sponsor and/or the Project Host Site is held financially responsible to reimburse AmeriCorps is within AmeriCorps’s complete discretion.

4. Prohibition on Nepotism

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, AmeriCorps's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

- a) An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he: is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a project site's board of directors; is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a project site's board of directors.
- b) A project site employee is prohibited from holding a VISTA project supervisory position if s/he: is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any AmeriCorps official responsible for the AmeriCorps VISTA project; is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any AmeriCorps official responsible for the AmeriCorps VISTA project; is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

5. Non-Discrimination & Sexual Harassment

- a) No person with responsibilities in the operation of the project shall discriminate against any VISTA member, or 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 AmeriCorps, 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:
 - 1) 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.
 - 2) 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.
 - 3) 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 of the conduct, unless they took immediate and appropriate corrective action.

6. 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. Service duties should

focus on the overall goals and objectives identified in their VISTA Assignment Description/work plan. The Project Host Site agrees that no VISTA member assigned under this MOU, while serving, or when otherwise, representing AmeriCorps VISTA 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:

- e. 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.
- f. Assign VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, filling-in for absent employees or supervisor, or impair existing contracts for services.
- g. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
- h. Accept, or permit the acceptance of compensation from the VISTA members or from beneficiaries for the service of the VISTA members.
- i. Supplement the VISTA member's living allowance/provide direct cash support. Organizations may provide in-kind support as well as housing, rent, or housing allowances to a third party (usually a landlord). VISTA members serving at the Project Host Site are to be offered comparable support.

AmeriCorps VISTA members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and at their own initiative. However, AmeriCorps VISTA members may not wear AmeriCorps t-shirts or other service gear in such instances.

7. 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.

8. Termination

- a. The Project Sponsor will use the above provisions to determine continued eligibility of (Insert Organization Here) 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. Whenever possible, the Project Sponsor will try to provide 14 days notice of termination of and/or VISTA removal/transfer from the project.
- b. Any termination of the Memorandum of Agreement between Florida State University as the Project Sponsor and AmeriCorps will result in the termination of all provisions of this Memorandum of Understanding.

Signature for MEMORANDUM OF UNDERSTANDING between Florida State University and the (Insert Organization Here).

Name
Title
Florida State University

Name
Title
Organization

Date

Date

Name
Title
FSU Sponsored Research Administration

Date