



CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

AmeriCorps*VISTA

Project Number: 07VSNM005

Agreement Number:

MEMORANDUM OF AGREEMENT

between

Minnesota Association for Volunteer

Administration

1800 White Bear Ave North

Maplewood, MN 55109-3704

EIN: 411463366

DUNS Number: 621492656

and

Corporation for National and Community Service

Minnesota State Office

431 South 7th St

Room 2405

Minneapolis, MN 55415-1821

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 the "Corporation"; and 2) Minnesota Association for Volunteer Administration, 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. 4951 et seq.), hereinafter referred to as "the Act". The primary purpose of this agreement is for the Corporation to provide the Sponsor with up to four (4) AmeriCorps*VISTA members 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 Agreement provides for the assignment of up to four (4) AmeriCorps*VISTA members(s) supported by the Corporation.

I. GENERAL PROVISIONS

1. Duration of This Agreement

This Agreement is for one year, and shall become effective on the date of 08/15/2010 after 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 08/15/2010 and shall end thereafter on 08/27/2011, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

a) AmeriCorps*VISTA members are eligible for all benefits and coverages provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).
b) AmeriCorps*VISTA members shall not be considered employees of the Sponsor. AmeriCorps*VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

II. RESPONSIBILITIES OF THE PARTIES

1. Corporation Responsibilities. The Corporation will:

- a. Assign AmeriCorps*VISTA members to the Sponsor, and at the discretion of the Corporation, assign replacements for any AmeriCorps*VISTA members who resign, transfer to other projects or are terminated.
- b. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- c. Submit the project description to the Governor for review.
- d. Process and give final selection to member applications submitted by Sponsor.
- e. Provide VISTA candidate in-processing and pre-service orientation at AmeriCorps*VISTA program expense, and may provide assistance or support for in-service training of VISTA members.
- f. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps*VISTA supervisor(s), and pay such costs associated with such training.
- g. Provide a relocation allowance, as appropriate, for AmeriCorps*VISTA members having to relocate in order to serve.
- h. Provide AmeriCorps*VISTA members with subsistence allowances in accordance with the AmeriCorps*VISTA policies and procedures.
- i. Enroll AmeriCorps*VISTA members in the AmeriCorps Health Benefits Program.
- j. Provide a child care subsidy for children of AmeriCorps*VISTA members that qualify for the benefit in order for such AmeriCorps*VISTA members to participate in the

AmeriCorps*VISTA program.

k. Enroll AmeriCorps*VISTA members, who so request, in the AmeriCorps*VISTA life insurance program.

l. Periodically review and assist the Sponsor's use of AmeriCorps*VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative.

m. Promptly respond to written requests by the Sponsor to remove any AmeriCorps*VISTA member from the project in accordance with the Corporation's policies and procedures.

n. Provide the Sponsor timely information concerning applicable Corporation and AmeriCorps*VISTA regulations, policies and procedures.

o. Provide to AmeriCorps*VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations at 45 CFR Part 1211, and the AmeriCorps*VISTA Member Handbook.

p. Provide education awards through the National Service Trust, for those not selecting the end-of-year stipend payment.

2. Sponsor Obligations. The Sponsor will:

a. As mutually agreed with the Corporation, assist in the recruitment of applicants to become AmeriCorps*VISTA members.

b. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps*VISTA members at the beginning of their service.

c. Assist in the provision of pre-service, early service, and in-service training, as specified in the Project Narrative.

d. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.

e. Operate the project in accordance with the project application, including the budget that states the Sponsor's reimbursement to the Corporation for the subsistence allowances of all AmeriCorps*VISTA members assigned to the Sponsor who are subject to cost-share.

f. Engage in best efforts to accomplish the goals and objectives set out for the AmeriCorps*VISTA members in the Project Narrative, and comply with the Assurances included within the Project Application (Narrative).

g. Provide on-the-job transportation and other project support as specified in the Project Narrative and paragraph 3 ("Joint Responsibilities") of this Part of the Agreement.

h. Supervise the AmeriCorps*VISTA members as described in the Project Narrative and paragraph 3 ("Joint Responsibilities" of this Part of the Agreement).

i. Provide all AmeriCorps*VISTA members grievance rights and procedures in accordance with the Corporation's regulations at 45 CFR Part 1211, and the currently operative AmeriCorps*VISTA Member Handbook.

j. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps*VISTA members and the project as the Corporation may require. The Sponsor agrees to retain such records as the Corporation may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation for the purpose of litigation, audit or examination.

k. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps*VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by the Corporation when the Sponsor and AmeriCorps*VISTA member have completed and submitted an AmeriCorps*VISTA Payment Voucher, CNS Form V-531. The Corporation will not be responsible for the reimbursement of these funds unless the AmeriCorps*VISTA Payment Voucher form is submitted to the State Program Director.

l. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps*VISTA members in planning, developing, and implementing the project. m. Report to the appropriate Corporation State Office, within 24 hours, the unscheduled departure of AmeriCorps*VISTA members, and otherwise keep the Corporation timely informed of unscheduled

changes of status and conditions of AmeriCorps*VISTA members, such as arrests, hospitalization, and absence without leave.

n. Submit Project Progress Reports within the required time frame.

o. Submit on-assignment training plans to the appropriate Corporation State Office at least thirty (30) days in advance of the proposed starting date of such training. On-assignment training must occur and be completed within the first two to four weeks of an AmeriCorps*VISTA member's assignment to the Sponsor.

p. Provide information to subrecipient project sites ("subrecipients") (see paragraph 6 of this Part, "Delegations and Subcontracting") on the conditions of AmeriCorps*VISTA member service and execute written agreements with subrecipients, as needed ("subrecipient agreements"). The subrecipient agreements are intended to insure the Sponsor's compliance with the requirements of the Project Application and with this agreement between the Corporation and the Sponsor. Each such subrecipient agreement shall, at a minimum, contain the following four elements:

(i) **Statement of work.** The subrecipient agreement shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the sponsor to monitor performance under the agreement effectively.

(ii) **Records and reports.** The subrecipient recipient shall specify in the agreement the particular records the subrecipient must maintain and the particular reports the subrecipient must submit in order to assist the recipient in meeting its recordkeeping and reporting requirements.

(iii) **Other program requirements.** The subrecipient agreement shall require the subrecipient to carry out each activity in compliance with all Federal laws and regulations described in sections 4, 5, 7, 8, and 9 of this part of the Agreement.

(iv) **Suspension and termination.** The subrecipient agreement shall specify that termination of that

w. Ensure that persons selected as AmeriCorps*VISTA members to serve at the Sponsor are not related by blood or marriage to project staff, sponsor staff, officers or members of the

members are in service.

the

Holiday, National Volunteer Week, should activities be organized in the communities where King, Jr.

v. Allow AmeriCorps*VISTA members to participate in Days of Service, e.g., Martin Luther

members are in traditional service at the originally assigned site.

continue while on special disaster relief assignment as if the AmeriCorps VISTA protections afforded and provided to AmeriCorps*VISTA members and Sponsors shall AmeriCorps VISTA Program policies, terms and conditions remain in effect and benefits and Corporation, be responsible for providing AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed. All

u. In the event of a locally- and/or nationally- declared disaster, and with direction from the

during the pay period covered by the form.

left/leave

form to the Corporation State Program Office even if no AmeriCorps*VISTA members

the

member(s) who leave prior to completion of service date(s). The Sponsor must sign and return

AmeriCorps*VISTA

r. Return the Sponsor Verification Form to the Corporation State Program Office within five (5) workdays of receipt. The Sponsor must indicate actual departure date(s) of

has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promote their equal participation, and do not otherwise discriminate against such persons based on disability.

s. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it

cause them to sustain injuries.

or

are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps*VISTA members to perform duties which would jeopardize their safety

members

r. Make every reasonable effort to ensure that the health and safety of AmeriCorps*VISTA

supervisory orientation provided by the Corporation.

AmeriCorps*VISTA

g. Ensure that the Sponsor's AmeriCorps*VISTA Supervisor(s) participate(s) in

agreement may occur if the subrecipient materially fails to comply with any its term.

sponsors
Board of Directors, or responsible Corporation program staff.

3. Joint Responsibilities

a. Sponsor has primary responsibility for recruiting AmeriCorps*VISTA members with support from the Corporation.

b. The Sponsor and the Corporation will cooperate together in all in-service trainings, in accordance with all applicable Corporation policies.

4. Nondiscrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps*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.

5. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from the Corporation, the Sponsor and/or the Subrecipient, depending on the circumstances, are responsible for ensuring compliance with 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 sponsor, its agents or supervisory employees should have known of the acts.

(2) 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.

(3) Acts of sexual harassment toward fellow AmeriCorps*VISTA members or non-employees, where the sponsor/grantee, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

6. Delegation and Subcontracting

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained

in this Agreement, with the exception of delegation or assignment to subrecipient project sites. AmeriCorps*VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

7. Supplemental Payments Prohibited

Monetary subsistence allowances provided to AmeriCorps*VISTA members are designed to permit AmeriCorps*VISTA members to live at or below the economic level of the persons served, as required by law. Sponsor is strictly prohibited from supplementing these allowances and must assure that others, such as any participating subrecipient project sites, do not do so.

8. Prohibitions of Use of Corporation Assistance By Sponsor

The Sponsor agrees that no AmeriCorps*VISTA member assigned to the Sponsor, and no other federal financial assistance provided by the Corporation, under this Agreement, shall be used to assist, provide or participate in:

a. Partisan and non-partisan political activities associated with a candidate, 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.

9. The Sponsor further agrees not to:

a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

b. Assign AmeriCorps*VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

c. Accept or permit the acceptance of compensation from AmeriCorps*VISTA members or beneficiaries for the services of AmeriCorps*VISTA members.

d. Approve the involvement of any AmeriCorps*VISTA members assigned to it in planning, initiating,

participating in, or otherwise aiding or assisting in any demonstration whatsoever.

10. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate Corporation State Director and the appropriate Corporation Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 16. of this Part, "Increases in AmeriCorps*VISTA Members Allowances During This Agreement."

11. Severability

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

12. Notices

All notices and communications required to be given to the Corporation by the Sponsor, except as specifically provided in paragraph 15 of the part, shall be directed to the Corporation State Program State Program Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by the Corporation shall be directed to Mary Quirk at:
1800 White Bear Ave North
Maplewood, MN 55109-3704.

In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Agreement number and Sponsor EIN.

13. Termination, Suspension, Or Non-Renewal

Right to Terminate with Notice. The Sponsor or the Corporation may terminate this Agreement at any time by giving at least thirty (30) days notice in writing of its intent.

Material Failure or Threatened Material Failure. The Corporation may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth at 45 CFR Part 1206 or 42 U.S.C. § 4953(g).

14. Order of Precedence

In the event of inconsistencies or conflicts between the Project Narrative and the Agreement, this Agreement shall govern.

15. Increases in AmeriCorps*VISTA Payment Amounts During the Term of This Agreement

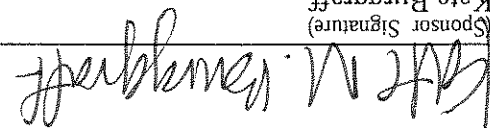
The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps*VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps*VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and the Corporation's regulations and procedures.

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.)

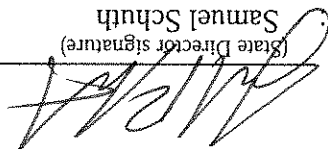
OFFICIAL SIGNATURE SHEET

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.

Sponsor Corporation for National and Community Service

By: 
 Name: Kate Burggraf
 Title: MAVA Board President
 Date: 7/14/10

Address: Minnesota Association for Volunteer /
 1800 White Bear Ave North
 Maplewood, MN 55109-3704
 Phone: (651) 255-0469

By: 
 Name: Samuel Schuth
 Title: State Program Director
 Date: 7-27-10

Address: Minnesota State Office
 431 South 7th St
 Room 2405
 Minneapolis, MN 55415-1821
 Phone: 612-334-4081