MEMORANDUM OF UNDERSTANDING
Saint Paul VISTA Program, 2015-2016 Program Year

Between

Sponsor Organization: Saint Paul VISTA Program / City of Saint Paul, Office of the Mayor

And

Participating Site: _____

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 1st day of August, 2015, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, and _____ and shall be in effect until the final cost-share payment has been made AND the VISTA member has completed service, unless terminated at an earlier date by the City of Saint Paul.

WHEREAS, the City of Saint Paul has entered into a Memorandum of Agreement with the Corporation for National and Community Service (CNCS) for the period of the 2015-2016 VISTA program year, pursuant to which it will act as a Sponsor organization; and

WHEREAS, _____ will be a Participating Site, with 1 VISTA placement(s); and

WHEREAS, the assigned VISTA member(s) commits to a year of community service designed to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems in accordance with the proposed Project Plan submitted with the Site's application.

Now, therefore, in consideration of the mutual agreements and consideration contained herein, the parties agree as follows:

1. VISTA Member. Parties agree that for the 2015-16 VISTA program year, 1 VISTA member(s) will be placed at _____. In addition to the terms and conditions set forth herein, the obligations of both parties are subject to the terms and conditions of a Memorandum of Agreement between the Corporation for National and Community Service (CNCS) and the City of Saint Paul (Sponsor) executed for the period of the City of Saint Paul 2015-2016 VISTA program year, which is incorporated herein by reference, and made part of hereof, and federal laws and regulations and CNCS policy applicable to the project, or which may become applicable to it subsequent to the execution of this Memorandum.

2. Obligations of the Sponsor organization.

A. The Sponsor organization will provide support and technical assistance to sites regarding the Request for Proposals process and assist in development of the final Project Plan, as well as assist in member recruitment, interviewing, selection and approval of the VISTA Member; and progress monitoring;

B. With CNCS, the Sponsor will provide Pre-Service Orientation training for the

VISTA member prior to the beginning of his/her term of service with the Site. All VISTA members are required to attend this Pre-Service Orientation prior to starting their year of service;

C. Sponsor will provide early service training and other in-service training for the VISTA member in cooperation with Site. The Sponsor will publish dates for training sessions as early as possible in the program year. All VISTA members are required to attend these trainings;

D. Provide support and supervision to VISTA members and to the VISTA supervisors of the Site in administrative matters concerning project assignment, transportation, etc. Sponsor's staff will be available to respond to support requests for any program-related issues;

E. Provide supervision and tracking of the progress at each Site;

F. Provide reimbursements (for program-related travel and expenses), payroll and professional development for the VISTA members;

G. Provide basic background checks on the VISTA members;

H. Provide support and tracking of member benefits and sick/vacation time;

I. Conduct site visits at the Participating Site to provide support and ensure compliance, as outlined by CNCS and program policy and procedures;

J. Provide fiscal management of the federal grant awarded by CNCS; and

K. Complete all reporting as mandated by the Sponsor's federal grant.

3. Obligations of the Participating Site.

A. Participating Site will provide an acceptable position description and Project Plan for the use of the Sponsor, CNCS and potential VISTA members prior to the permanent assignment of a VISTA member;

B. The Participating Site will have the designated VISTA Supervisor attend a supervisor training prior to the arrival of the VISTA member, as well as mandated supervisor trainings during the service year as outlined by the Sponsor;

C. The Participating Site will provide a designated individual to give day-to-day supervision of and guidance for the VISTA member activities;

D. With support and approval from CNCS and the Sponsor, the Site will have primary responsibility for recruiting, interviewing, and selecting its own VISTA member;

E. Participating Site will provide on-site orientation within two weeks of the VISTA member's arrival and provide the Sponsor with signed copies of the on-site

orientation materials;

F. Participating Site will provide adequate and comfortable working space, equipment and supplies comparable to that of other Site staff, to permit the VISTA member to perform his/her assigned duties;

G. Participating Site will make every reasonable effort to ensure that the health and safety of the VISTA member is protected during the performance of his/her assigned duties. The Site shall not assign or require the VISTA member to perform duties that would reasonably be expected to jeopardize his/her safety or cause him/her to sustain injuries;

H. Participating Site shall submit quarterly progress reports to the Sponsor providing progress monitoring of outcomes as detailed in the VISTA Project Plan and shall participate in evaluating the work of the VISTA member;

I. Participating Site will notify the Sponsor immediately regarding unscheduled VISTA member absences or terminations and/or changes of status and conditions (e.g. hospitalization or severe illness of VISTA member, supervisor changes at the Site, etc.);

J. Participating Site will provide background checks for community volunteers, if needed;

K. Participating Site shall participate in evaluating the work of the VISTA member and will complete and submit a member performance evaluation to the Sponsor two (2) times per year.

4. Costs. The Participating Site will provide partial cost-share funding for one (1) full-time year-long AmeriCorps VISTA member's living allowance ($4,200 per member cost-share). The Participating Site will reimburse the VISTA member for work-related travel except for Sponsor-related functions. Other VISTA-related expenses will be provided by the Sponsor and the Corporation for National and Community Service.

A. The Participating Site's cost-share of up to one (1) VISTA member(s) is subject to annual review and renewal after 12 months, in the event parties wish to extend this Agreement. Both parties understand that cost-sharing is not guaranteed beyond the length of this current Agreement, and that cost-sharing beyond two years is subject to approval from the Sponsor and Corporation for National and Community Service.

B. Payments shall be made according to the schedule below, following the Corporation for National and Community Service's reporting and funding calendar. In accordance with the billing schedule, the City of Saint Paul's Office of Financial Services (OFS) will prepare and send the Participating Site an invoice for the living allowance expenditures. The Site will provide payment within 30 days of receipt of the bill. Alternatively, the Site may choose to pay the entire value of the cost-share up-front – please choose from one of the following options. Timely arrival of cost-share payments is required. Delinquent payments may result in dissolution of this Agreement and/or termination of the VISTA position at the placement site. Delinquent

payments may result in referral of the Site to a collections agency.

□ Our Site will pay the entire value of the cost-share ($4,200) on the first billing date listed below (payment due October 1, 2015).
□ Our Site will make payments as stipulated above, according to the following calendar.

Bill Prepared	**Payment Due**	**Payment Amount**
September 1, 2015	October 1, 2015	$2,100
January 1, 2016	February 1, 2016	$2,100

C. The Participating Site shall complete its cost-share payments in full until the equivalent of the cost-share responsibility ($4,200 per member cost-share) is met, regardless of the early termination of a VISTA member for any reason and at any point during the duration of this contract. The Sponsor reserves the right to amend the fee schedule and retains the discretion to adjust cost-share payments at any time, not to exceed the previously agreed upon annual cost-share amount plus any cost-of-living increase (as stipulated in bullet 4.D below). Approval for any change must come from the Sponsor's Certifying Official, the Education Director of the City of Saint Paul.

D. Upon receiving notification from the Corporation for National and Community Service of an area-based cost-of-living increase to VISTA living allowances in the course of their service at the Partner Site, the Sponsor agrees to promptly notify the Partner Site of the increase and the Partner Site agrees to pay for such an increase, in accordance with the Corporation for National and Community Service's regulations and procedures.

E. Participating Sites are prohibited from requesting or receiving any compensation for the services of VISTA members, and from providing supplemental allowances to VISTA members, or permitting others to do so.

5. Nondiscrimination. No person with responsibilities in the operation of the City of Saint Paul VISTA Program, either of the Sponsor or of the Site, shall discriminate with respect to any aspect of the project, because of race, creed, belief, color, national origin, sex, age, political affiliation, or any other protected class.

6. Prohibited Activities.

A. VISTA members may not, as part of their assignment, give religious instruction, conduct worship services, or engage in proselytization or any other religious activity.

B. Members may not, during their period of service, actively participate in political activities or lobbying. This prohibition includes partisan and non-partisan activities, including voter registration and direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.

C. VISTA members may not perform duties which would displace employed workers, which would otherwise be performed by staff members, or which would impair existing contracts for service.

D. VISTA members may not be assigned to perform any labor or anti-labor organizing activities.

7. Agreement Modification. This Agreement may only be amended in writing executed by authorized representatives of the Sponsor and the Participating Site.

8. Notices. Any notice required under this Agreement may be sent to the City of Saint Paul, to the attention of: William Tully, VISTA Program Manager.

9. Contact Information:

Sponsor Organization: City of Saint Paul, Office of the Mayor
Address: 390 City Hall, 15 West Kellogg Blvd., Saint Paul, MN 55102
Program Coordinator: Morgan Weis, VISTA Program Manager
Telephone Number: 651.266.8582
Certifying Official: Jane Eastwood, Education Director

Participating Site: _____
Address: _____
VISTA Supervisor: _____
Telephone Number: _____
Certifying Official: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written, by signing as follows.

For the Sponsor (City of Saint Paul):	**For the Participating Site:**
_____	_____
Morgan Weis, VISTA Program Manager	VISTA Supervisor
_____	_____
Jane Eastwood, Education Director [Certifying Official]	Executive Director/Principal/Board Chair [Certifying Official]