



# Defending Communities in Service VISTA

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## Memorandum of Understanding (MOU) Between NLADA

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## Santa Barbara Public Defender's Office

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from May 1, 2018 through August 26, 2019.

This document defines the responsibilities of **NLADA** as the Project Sponsor and **Santa Barbara Public Defender's Office** as the Project Host Site with respect to the assignment of up to 2 AmeriCorps VISTA member(s) to perform services to increase Project Host Site capacity in the area of **Community Partnerships and Data Systems** as described in the attached Volunteer Assignment Description(s) and as guided by the VISTA Member Responsibilities section of the submitted Host Site application. 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 **NLADA**, CNCS Project Number **17VSADC003**, which is incorporated herein by reference, 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, **NLADA** 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 **NLADA**.
  - 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 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 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. Submit agreed upon Host Site cost share payment in the amount of **\$4,000.00** to NLADA within 30 days of receiving Host Site cost share invoice from NLADA.
  - b. **Submit NLADA Program Membership Application and associated dues to NLADA within 30 days of receiving executed Host Site MOU from NLADA.**
  - c. Provide a Site Supervisor to provide day-to-day supervision of the activities of the VISTA member(s).
  - d. Recruit, screen, interview, select, and submit VISTA candidates to the Project Sponsor for approval and placement at PSO. The Project Sponsor will assist with candidate recruitment and selection upon request and through ongoing training and support opportunities. VISTA candidate applications must be submitted to **NLADA** for approval by the 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 **District of Columbia** CNCS office.
  - e. Submit a VISTA work plan based on the VISTA Assignment Description to NLADA for approval prior to the VISTA member's start date.
  - f. Submit a proposed budget detailing member mileage reimbursement, professional development, the project participation fee, and in-kind assistance.
  - g. Provide the VISTA member(s) individualized On-Site Orientation and Training at the beginning of their term of service.
  - h. 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.
  - i. 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. **NLADA** 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.
  - j. Schedule regular meetings (preferably weekly) with the VISTA member(s) to discuss the project and other concerns.
  - k. Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member to perform his/her assigned duties.

- l. 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.
- m. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls. It is recommended that Project Host Sites budget \$750 in professional development and training funds for their VISTA member. The VISTA member will be required to attend a training identified by **NLADA** for the purposes of completing In-Service Training (IST) requirements as set forth by CNCS.
- n. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
- o. 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 **NLADA** or in the community where the VISTA member is serving.
- p. Inform **NLADA** of any changes in status of the VISTA and other concerns related to the VISTA Project.
- q. 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:

Reporting Periods and Due Dates

October 1 through December 31.....	<b>Report due: January 15</b>
January 1 through March 31.....	<b>Report due: April 15</b>
April 1 through June 30.....	<b>Report due: July 15</b>
July 1 through September 30.....	<b>Report due: October 15</b>

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 **NLADA**. **NLADA** 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:

- 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 or displacement of employed workers, filling-in for absent employees or supervisors, or impairing 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.

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. **NLADA** will use the above provisions to determine continued eligibility of the **Santa Barbara Public Defender's Office** 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, **NLADA** 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 **NLADA** as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

Signatures for MEMORANDUM OF UNDERSTANDING between the **NLADA** and the **Santa Barbara Public Defender's Office**.

Signature\_\_\_\_\_

Signature\_\_\_\_\_

**Maria Soto**  
**SVP, Operations**  
**National Legal Aid and Defender Association**

**Tracy Macuga**  
**Public Defender**  
**Santa Barbara Public Defender's Office**

Date\_\_\_\_\_

Date\_\_\_\_\_