

MEMORANDUM OF UNDERSTANDING

For

Habitat for Humanity of Minnesota
2007-2008 VISTA Program

Between

Habitat for Humanity of Minnesota
113 27th Ave. NE, Suite T
Minneapolis, MN 55418
(612) 331-4439 or (877) 804-3466
Contact: Jan Plimpton, Executive Director

And

XXXXX

Address: XXXXXXXX

Contact: XXXXXXXX

This Agreement expresses the responsibilities of Habitat for Humanity of Minnesota, Inc. ("Sponsor"), a Minnesota nonprofit corporation, and XXXXX, ("Affiliate") with respect to the assignment of XX VISTA member(s). 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 work plan submitted with Affiliate's application.

The obligations of the parties hereto are subject to the terms and conditions of a Memorandum of Agreement between the Corporation for National and Community Service ("CNCS") and Habitat for Humanity of Minnesota (HFH-MN), executed for the period of the 2007-2008 VISTA Program Year, which is incorporated herein by reference, and made a part 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 Agreement. The Affiliate may request a copy of the Memorandum of Agreement by contacting the Sponsor.

1. Obligations and Rights of Habitat for Humanity of Minnesota ("Sponsor"):

- a. The Sponsor will assist the Affiliate in developing the final work plan for the VISTA member. The Sponsor may suggest or require changes to the work plan at any time.
- b. The Sponsor will assist in recruitment of VISTA Members through career fairs, web-based recruitment, and the Sponsor's website. The Sponsor will refer potential VISTA Members to the Affiliate.
- c. 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 Affiliate. All VISTA Members are required to attend this pre-service orientation prior to starting their year of service.
- d. The Sponsor will provide early service training and other in-service trainings for the VISTA member in cooperation with Affiliate. The Sponsor will publish dates for trainings as early as possible in the program year. All VISTA Members are required to attend these trainings.
- e. The Sponsor will provide support and supervision to VISTA members and to the VISTA supervisors of the Affiliate in administrative matters concerning project assignment, program policies and procedures, administrative requirements, etc. Sponsor's staff will be available to respond to support requests for any program-related issues.
- f. The Sponsor will provide \$150 for training and conference attendance for each VISTA member. To access these funds, VISTA Members will submit to the Sponsor a *Request for In-Service Training* form approved by the Supervisor. The Sponsor will review and approve requests based on CNCS policies.

- g. The Sponsor 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 the CNCS when the Sponsor and VISTA member have completed and submitted and AmeriCorps VISTA Payment Voucher, CNCS Form V-531.
- h. The Sponsor will retain full responsibility for the management and fiscal control of the project.
- i. The Sponsor may transfer a VISTA member from one placement to another consistent with project and Affiliate needs.
- j. The Sponsor may require removal of a VISTA member from a project. Guidelines for such termination are found in the ACTION Order 4002.6. The Sponsor will consider for approval all requests by the Affiliate for removal of a VISTA member from a project. The Sponsor is responsible for making the referral for such action to CNCS.
- k. Other Sponsor obligations include obligations that are designated in the Memorandum of Agreement between CNCS and HFH-MN or are designated in the Project Narrative submitted to CNCS as exclusively those of the Sponsor.

2. Obligations and Rights of (“Affiliate”):

- a. The Affiliate will provide an acceptable job description and work plan for the use of the Sponsor, CNCS and potential VISTA Members prior to the permanent assignment of a VISTA member.
- b. The Affiliate will reimburse each VISTA member for all training costs incurred by the VISTA member in carrying out assigned duties, over and above the training budget provided by the Sponsor. The Affiliate will pay these costs once the Sponsor-provided funds have been spent.
- c. The Affiliate will reimburse each VISTA member for all work-related transportation costs at the rate reimbursed to affiliate staff. Reimbursement will be made for the VISTA members’ mileage, public transportation, etc., according to the standard travel policies of the Affiliate. The Affiliate may decide, but is not required, to assist the VISTA members with reimbursement of commuting costs.
- d. The Affiliate will reimburse each VISTA member for costs incurred while traveling to and from trainings and other events facilitated by the Sponsor.
- e. The affiliate will contribute \$2500 per VISTA member to the Sponsor to supplement a portion of the total VISTA grant. This contribution is non-refundable.
- f. The Affiliate will solicit community participation in the development of its goals for each VISTA member’s service.
- g. The Affiliate will assign one supervisor to provide day-to-day supervision of the activities of each VISTA member. All VISTA supervisors are required to participate in a one-day in-service training with their VISTA members during the September VISTA training.
- h. With support from CNCS and the Sponsor, the Affiliate will have primary responsibility for recruiting its own VISTA member.
- i. The Affiliate will ensure that VISTA members are not related by blood or marriage to project staff, Sponsor staff, officers or members of the Sponsor’s board of directors, Affiliate staff, officers or members of the Affiliate’s board of directors, or responsible CNCS staff.
- j. The Affiliate 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. The Affiliate will also provide materials, training or other needed supports related to the performance of the VISTA member. The supervisor must allocate sufficient time to adequately provide guidance and support to the VISTA member.
- k. The Affiliate will provide adequate and comfortable working space, equipment and supplies comparable to that of other affiliate staff, to permit the VISTA members to perform his/her assigned duties.
- l. The Affiliate must make every reasonable effort to insure that the health and safety of the VISTA member is protected during the performance of his/her assigned duties. The Affiliate shall not assign or require the VISTA member to perform duties that would jeopardize his/her safety or cause him/her to sustain injuries.
- m. The Affiliate must have appropriate liability insurance protection that covers the VISTA member.

- n. The Affiliate will ensure that CNCS nondiscrimination and sexual harassment policies are followed and that processes are in place for reporting any violations or complaints.
- o. The Affiliate must submit quarterly reports to the Sponsor within required timeframes and participate as appropriate in evaluating the work of the VISTA member.
- p. The Affiliate will retain records related to the VISTA project, VISTA member workplan and personnel records for a period of three years after the completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes.
- q. The Affiliate must notify the Sponsor immediately (within 24 hours) regarding unscheduled VISTA member terminations and/or changes of status and conditions (e.g. arrests, hospitalization or severe illness of VISTA member, Supervisor changes at the Affiliate, VISTA member absence without leave, etc.).
- r. The Affiliate will provide access to the Sponsor, CNCS and the Comptroller General of the United States, or their authorized representatives, for the purpose of audit or examination, any books, records, documents or papers which, in the opinion of CNCS or the Comptroller General, may be related to or pertinent to the terms of this agreement.
- s. The Affiliate will allow VISTA members to participate in local and/or national emergency disaster relief efforts at the request of CNCS.

3. Nondiscrimination

No person with responsibilities in the operation of the Program, either of the Sponsor or of the Affiliate, shall discriminate with respect to any aspect of the project, because of race, creed, belief, color, national origin, sex, age, or political affiliation.

4. Sexual Harassment

The Sponsor and Affiliates, as recipients of federal financial assistance from the Corporation, are ultimately responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. The Sponsor and Affiliate are responsible for:

- (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 or 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 VISTA members or non-employees, where the Sponsor/grantee, its agent or supervisory employees know or should have known of the conduct, unless it took immediate and appropriate corrective action.

5. Church-Related Activities

VISTA members may not give religious instruction, conduct worship services, or engage in proselytization or any other religious activity as part of their duties, or which would be perceived as part of their duties by the community in which they serve.

6. Political Activities

VISTA members may not, during their period of service as part of their required duties, 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.

7. Non-Displacement of Employed Workers

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

8. Compensation Prohibited

The Affiliate is 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. Affiliates may request from the Sponsor information about allowable assistance regarding housing, health insurance, or other types of assistance for the VISTA members. Supplements provided to VISTA members must be authorized and approved by HFH-MN and CNCS.

9. Labor or Anti-Labor Activities

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

10. Agreement Modification

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Sponsor and the Affiliate.

11. Duration

This agreement shall become effective in August 2007, and shall be effective for one year, subject to the terms of the paragraphs entitled, "Duration" and "Termination" in the Memorandum of Agreement between CNCS and HFH-MN, executed for the 2007-2008 VISTA Program Year.

12. Termination

The Sponsor or CNCS may terminate, suspend, or refuse to renew this agreement at any time by giving (30) days notice in writing to the other of its intent. The conditions of the agreement are contingent upon CNCS approval of the VISTA grant submitted for the 2007-2008 program year. If the grant is not approved the agreement is null and void.

(Sponsor) By _____
Jan Plimpton, Executive Director, Habitat for Humanity of Minnesota

Date _____

(Affiliate) By _____
XXXXX, Title, XXXXX HFH

Date _____