



West Seneca Youth Bureau AmeriCorps VISTA Project

Project Number: 06VSANY020

MEMORANDUM OF UNDERSTANDING between the **West Seneca Youth Bureau** and **AIDS Community Services of WNY, Inc.**

This document defines the responsibilities of West Seneca Youth Bureau with regard to the WSYB AmeriCorps VISTA project and **AIDS Community Services of WNY, Inc.** with respect to the assignment of AmeriCorps VISTA member(s) to perform services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems as specified in the AmeriCorps VISTA Project Application and project plan. The obligations of the parties heretofore are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National and Community Service and the Sponsor, dated 24 August 2007, 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 Agreement. Henceforth, the West Seneca Youth Bureau will be referred to as the Sponsor or WSYB and AIDS Community Services of WNY, Inc. will be referred to as the Host Site.

Duration

This Agreement will commence no earlier 2 September 2007. Each full year member will serve for no less than 12 consecutive months. All member service is subject to the terms of the paragraphs entitled "Duration" and "Termination" in the Memorandum of Agreement between the Corporation for National Service and the Sponsor, dated 24 August 2007. This agreement will terminate exactly 1 year from the start date of the last member assigned.

For example, member one starts serving on August 27, 2007 and member two starts serving on October 20, 2007 the contract terminates on October 19, 2008.

Cost Share

The Sponsor is contractually obligated to reimburse the Corporation for National and Community Service a percentage of member living allowances. To help the Sponsor meet this obligation each host-site is asked to make a financial contribution towards member living allowances.

Contribution

- Full time member: \$5000. Member's service commitment is 12 consecutive months, 35-40 hours a week minimum with 24/7 availability.

*However, no host site or project plan will be denied consideration based on its ability to contribute financially.

The Sponsor will invoice the Host-Site quarterly for full time members, \$1250 per quarter for a total of \$5000 for each member. Unless otherwise designated, invoices will be sent on October 1, January 1, April 1, and July 1. The names of the assigned member(s) and their terms of service will appear on the first invoice and all subsequent invoices.

In case of termination, resignation, or service abandonment, the cost share commitment will be prorated to the nearest number of months of service completed by the AmeriCorps VISTA member. If possible, the Sponsor will work with the Host-Site to refill the vacant position with another AmeriCorps VISTA member.

Roles and Responsibilities

1. The Sponsor will:

- a. Comply with the provisions of the Memorandum of Agreement between the Corporation and the West Seneca Youth Bureau.
- b. Assist AmeriCorps VISTA Host-Sites in developing project plans for each assignment.
- c. Assist in the provision of pre-service, early service, and in-service training as specified in the agreement with the Corporation.
- d. Recruit and assign AmeriCorps VISTA members to Host-Sites, matching interests and skills with tasks to be accomplished in the approved project plan in the Project Application.
- e. Provide support and supervision to AmeriCorps VISTA members in administrative matters such as project assignment and transportation.
- f. Retain full responsibility for the management and fiscal control of the project.

2. The Sponsor may:

- a. Transfer an AmeriCorps VISTA member from one placement to another consistent with the project and Host-Site needs.

3. The Host-Site will:

- a. Provide an acceptable project plan and a plan for the use** of AmeriCorps VISTA members prior to the assignment of the AmeriCorps VISTA members.
**Acceptable work assignments consist of the following activities: program conception, development, and implementation; volunteer recruitment; program administration; fund development; and grant writing. The primary role of an AmeriCorps VISTA member is to create or expand programs and services to help individuals in impoverished communities improve their lives permanently.
- b. Provide day-to-day supervision of the activities of the AmeriCorps VISTA members.
- c. Provide transportation or mileage reimbursement for AmeriCorps VISTA members to fulfill project activities or tasks.
- d. Provide materials and supplies for the performance of assignments and adequate working space to permit AmeriCorps VISTA member(s) to perform assigned duties.
- e. Assist the Sponsor with member development by providing one training or training space for all members active under the West Seneca Youth Bureau AC VISTA Project.
- f. Assist the Sponsor in reviewing performance of AmeriCorps VISTA members by completing annual member performance evaluations.

- g. Notify the Sponsor immediately regarding unscheduled termination of AmeriCorps VISTA members and unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without approved leave.

*The Host-Site may request the immediate removal of a member that is failing to meet the goals and objectives of the site or is not fitting into the environment. All such requests must first be communicated to the Sponsor before being expressed to the AmeriCorps VISTA Member. The Corporation for National and Community Service is the only party other than the AmeriCorps VISTA member who has the authority to terminate an AmeriCorps VISTA member's term of service early.

- h. Maintain records and accounts and make reports and investigations concerning matters involving AmeriCorps VISTA members and the project as the Corporation may require. The Host-Site agrees to retain records that 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.
- i. Allow AmeriCorps VISTA members to participate in local emergency disaster relief efforts if needed.
- j. Allow AmeriCorps VISTA members to participate in National Days of Service, i.e., Martin Luther King Holiday, National Volunteer Week, and Make A Difference Day, should activities be organized in the communities where the members serve.
- k. Allow AmeriCorps VISTA members to attend monthly project-wide training meetings as scheduled during their term of service and make every effort to allow AmeriCorps VISTA members to attend trainings and workshops designed to enhance their skills and enable them to better serve the community.
- l. Verify the hours of service completed by the AmeriCorps VISTA member by signing the AmeriCorps VISTA member's timesheet.
- m. Assist the West Seneca Youth Bureau with tracking the progress of the West Seneca Youth Bureau project by providing a quarterly report according to the Corporation guidelines. The report will provide both narrative and statistical analysis of the project in direct relation to the proposed goals and activities as listed in the Host-Site's approved project plan.

****Failure to submit these reports in a timely fashion jeopardizes the partnership between the West Seneca Youth Bureau and the Corporation for National and Community Service; therefore, it endangers the partnership between the West Seneca Youth Bureau and AIDS Community Services of WNY, Inc.***

If the Host-Site fails to comply with this contractual stipulation regarding semiannual reporting, the Host-Site will be subject to or experience the following unfavorable actions:

1. an immediate freeze on future placements, if the report is not submitted at all at the conclusion of reporting period.
2. forfeit of its privilege of being submitted for consideration in the next grant renewal process, if the report is habitually (2 chronological occurrences) more than 15 days late.
3. potential removal of all AmeriCorps VISTA members if the partner neglects to submit any semiannual required report.

Report due dates are: October 10 for April 1 – September 30
April 10 for October 1 – March 30

4. *Both parties to this Memorandum of Understanding shall:*

- a. Make every reasonable effort to ensure that the health and safety of the AmeriCorps VISTA members are protected during the performance of their assigned duties. Neither the Sponsor nor the Host-Site shall assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as AmeriCorps VISTA members are not related by blood or marriage to project staff, sponsor staff, officers, or members of the sponsor's Board of Directors, or responsible Corporation program staff.

5. *Non-Discrimination*

- a. 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, age, disability, or political affiliation.

6. *Legal Restrictions*

The Host-Site agrees that no AmeriCorps VISTA member assigned under this Agreement shall participate in or allow funds from the Corporation to be used for the following activities when they would result in the identification of such programs with:

- 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.

7. *The Host-Site 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 prevent the hiring of or result in the displacement of employed workers, or impair existing contracts for services.
- c. Accept or permit the acceptance of compensation from the AmeriCorps VISTA members or from beneficiaries for the service of the AmeriCorps VISTA members.
- d. Approve the involvement of any AmeriCorps VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.

8. Modifications

- a. This Memorandum of Understanding may be amended at any time by an Agreement in writing executed by authorized representatives of the Sponsor (WSYB) and the Host-Site (AIDS Community Services of WNY, Inc.).

9. Termination

- a. Any termination of the Memorandum of Agreement between the Sponsor and the Corporation will result in the termination of all provisions of this Memorandum of Understanding except for paragraph 3.i.

10. Signatures of authorized and responsible representatives

SPONSOR: West Seneca Youth Bureau

(Signature & Date)

Lissa Piper, AC VISTA Director

(Signature & Date)

Mark Lazzara, Executive Director

HOST-SITE: AIDS Community Services of WNY, Inc.

(Signature & Date)

Print Name and Title

