

**MEMORANDUM OF UNDERSTANDING
BETWEEN
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND THE MAYOR'S OFFICE FOR THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

I. Memorandum of Understanding

This Memorandum of Understanding (hereinafter "MOU") establishes a collaborative partnership between the Metropolitan Development and Housing Agency (hereinafter "MDHA") and the Mayor's Office for the Metropolitan Government of Nashville and Davidson County (hereinafter "Mayor's Office") for the term of the Nashville Promise Zone designation in accordance with the Promise Zone Designation Agreement between the U.S. Department of Housing and Urban Development (hereinafter "HUD") and MDHA dated July 25, 2016.

II. Purpose of the Memorandum

The purpose of this Memorandum is to define MDHA's responsibilities as the Project Sponsor and the Mayor's Office as the Project Host Site with respect to the assignment of AmeriCorps Volunteers in Service to America (hereinafter "VISTA") member(s) to perform capacity building services in support of the Nashville Promise Zone goals. Community needs and project-related tasks are outlined in the Performance Measures section of the Project 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 and Community Service ("CNCS") and MDHA, CNCS Project Number 17VSSTN002, 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 MOU.

III. Scope of Services

A. MDHA as Project Sponsor

As the Project Sponsor, MDHA will:

1. Serve as the fiscal agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to the Mayor's Office and VISTA members in support of grant implementation, and serve as the liaison between the Mayor's Office, VISTA members, and CNCS.
2. Comply with the provisions of the Memorandum of Agreement between CNCS and MDHA.
3. Place VISTA members (as specified in Paragraph 2, above) with the Mayor's Office for the duration of this MOU subject to the availability of funding and recruitment/training deadlines for VISTA Pre-Service Orientation ("PSO") set forth by CNCS.
4. Assist the Mayor's Office with the development of VISTA member work plans and assignment descriptions.
5. Provide final approval of all VISTA work plans and assignment descriptions prior to VISTA candidates attending PSO and beginning their term of VISTA service.
6. Assist with the recruitment, screening, interviewing, and selection of VISTA candidates when requested by the Mayor's Office.
7. Ensure that the VISTA member is reimbursed for all local travel associated with service under this MOU. Mileage reimbursement should be completed in accordance with MDHA's existing policies and procedures. Ensure the CNS Form V-81, AmeriCorps Use of

Vehicles or Public Transportation Form, is completed in My AmeriCorps, CNCS's web portal to manage the VISTA experience (MyAmeriCorps.gov).

8. 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 and with the approval of CNCS. Under such circumstances, MDHA, as the project sponsor, will provide the Mayor's Office a minimum of 14 days' notice.

B. Mayor's Office as Project Host Site

As the Project Host Site, the Mayor's Office will:

1. Provide a Site Supervisor to provide day-to-day supervision of the activities of the VISTA member(s).
2. Recruit, screen, interview, select, and submit VISTA candidates to MDHA for approval and placement at PSO. MDHA will assist with candidate recruitment and selection upon request. VISTA candidate applications must be submitted to Angela Hubbard, MDHA Community Development Director and Nashville Promise Zone Director, for approval by James E. Harbison, MDHA Executive Director, 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 Tennessee State CNCS office.
3. Submit a VISTA work plan for approval prior to the VISTA member's start date.
4. Submit a proposed budget detailing member mileage reimbursement, professional development, the project participation fee, and in-kind assistance.
5. Provide the VISTA member(s) individualized on-site orientation and Training at the beginning of their term of service.
6. 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.
7. 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. MDHA will track VISTA member's personal and sick leave on a monthly basis on the VISTA Leave Report Form. The Mayor's Office should use its existing policies and procedures to account for a VISTA member's actual work schedule and hours served.
8. Schedule regular meetings (preferably weekly) with the VISTA member(s) to discuss the project and other concerns.
9. Provide adequate working space, materials, supplies, and access to a phone and desktop computer to permit the VISTA member to perform his/her assigned duties.
10. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls. The VISTA member will be required to attend a training identified by MDHA for the purposes of completing In-Service Training ("IST") requirements as set forth by CNCS.
11. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
12. Allow the VISTA member to participate in Days of Service (e.g., MLK Day of Service, National Volunteer Week, Make A Difference Day) should MDHA organize such activities in the community where the VISTA member is serving.
13. Inform MDHA of any changes in status of the VISTA and other concerns related to the VISTA Project.

14. The Mayor's Office 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.....	January 15
January 1 through March 31.....	April 15
April 1 through June 30.....	July 15
July 1 through September 30.....	October 15

C. Joint Responsibilities

Both parties to the MOU shall:

1. 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 MDHA nor the Mayor's Office shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
2. Ensure that persons selected as VISTA members are not related by blood or marriage to the Mayor's Office staff, MDHA staff, officers or members of the MDHA or the Mayor's Office boards of directors, or responsible program staff at CNCS.
3. Neither the MDHA nor the Mayor's Office 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. MDHA should document any performance or behavior issues and immediately report them to MDHA. Angela Hubbard will report such incidences to Robin Corindo, CNCS Tennessee State Director, and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.

IV. Non-Discrimination and 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, MDHA and the Mayor's Office 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 MDHA or the Mayor's Office, 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 MDHA or the Mayor's Office, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

V. 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 Mayor's Office agrees that no VISTA member assigned under this MOU shall participate in:

1. Partisan and non-partisan political activities, including voter registration.
2. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
3. Labor or anti-labor organization or related activities.
4. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

The Mayor's Office further agrees not to:

1. 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.
2. 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.
3. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
4. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.

VI. Modifications

This MOU may be amended at any time by an agreement in writing executed by authorized representatives of the MDHA and the Mayor's Office.

VII. Notices

All notices under this Agreement shall be in writing and sent by certified mail, facsimile transmission, or hand delivery to the names and addresses listed below for each party. A party shall notify the other party as provided herein of any change in the designee and address.

MDHA
James E. Harbison, Executive Director
701 South 6th Street
Nashville, Tennessee 37206

Mayor's Office
The Honorable David Briley
One Public Square, Suite 100
Nashville, Tennessee 37201

