

MEMORANDUM OF UNDERSTANDING

Between

Higher Ground, a Resource Center

101 W 44th St,
Tucson, AZ 85713

and

Tucson Unified School District

1010 E 10th St,
Tucson, AZ 85719

This agreement defines the responsibilities of Higher Ground, a Resource Center, herein referred to as the Sponsor, and Tucson Unified School District, herein referred to as the Host Organization, with respect to the assignment of AmeriCorps VISTA and AmeriCorps State members to develop and implement community school programming within the scope of grants funded by the Corporation for National and Community Service, the federal agency funding AmeriCorps programs.

The Tucson Community Schools Initiative, initially led by the Tucson Mayor's Office and Arizona Serve, started in 2015 partnering with eight high schools across three Tucson school districts. Schools receive AmeriCorps members to help develop partnerships with local nonprofits to provide support for students and families.

AmeriCorps members will assist in implementing the Tucson Community Schools Initiative programming at Pueblo High School, Palo Verde High Magnet School, CE Rose K-8, Hollenger K-8, and Dietz K-8; an alternate school may be selected, by mutual agreement between the Host Organization and the Sponsor, if resources or staffing are determined to not be viable to the established program and services. These schools will be referred to as Project Sites throughout this agreement. Schools were selected based on community need and the desire of school leadership to work with local nonprofits. The purpose of this grant and the AmeriCorps members is to increase attendance rate at Project Sites, particularly for students who are chronically absent, and increase the number of students who attend college.

The Sponsor is managing an AmeriCorps State grant on behalf of La Frontera. The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National and Community Service (CNCS) and La Frontera 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 Agreement.

AmeriCorps members, during their service, shall not be considered employees of either the Host Organization or the Sponsor. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government not the sponsoring organization, and is governed by federal law, not state law. An AmeriCorps member is a federal resource on loan to a local organization. AmeriCorps members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically AmeriCorps VISTA members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. Any corrective action, suspension, or termination of AmeriCorps members should be done in coordination with Higher Ground and in alignment with AmeriCorps policies.

1. The Sponsor will:

- a) Comply with the provisions of the Memorandum of Agreement between the Corporation and La Frontera
- b) Assist Project Sites in supporting the overall project goals
- c) Assist in the provision of pre-service, and in-service training for each AmeriCorps member

- d) Assist in recruitment and in placing AmeriCorps members with Project Sites, matching interests and skills with tasks to be accomplished in the approved work plans
- e) Provide support and supervision to AmeriCorps members in administrative matters including compliance with regulation
- f) In coordination with La Frontera, retain full responsibility for the management and fiscal control of the CNCS project and reports
- g) Perform a mid-term evaluation of AmeriCorps members aimed at supporting professional development
- h) Provide funding for any fingerprinting for AmeriCorps members in compliance with CNCS policies, as well as the Host Organization's policies and regulations and Arizona state law, for all Americorp members assigned to be at a Host Organization site.
- i) Provide transportation reimbursement to AmeriCorps members for project related travel expense

2. The Host Organization will:

- a) Designate a supervisor at each school to provide day-to-day supervision of the activities of the AmeriCorps members in alignment with the project plan. Each supervisor will participate in a three-hour supervisor orientation hosted by Higher Ground.
- b) Provide equipment and adequate working space to permit AmeriCorps members to perform their assigned duties. Specifically, office equipment, computer, internet access and email.
- c) Assist in reviewing performance of AmeriCorps members
- d) Provide AmeriCorps members with On-site Orientation and Training (OSOT) that includes:
 - 1. Training on accessing student records for program activities and grant reporting
 - 2. Mandatory reporting
 - 3. Risk management
 - 4. School safety protocol
- e) Provide project updates to Higher Ground regarding AmeriCorps members' work activities and performance upon request
- f) Allow AmeriCorps members and Program Staff Community Representative level access to student records and students for the purposes of connecting students with appropriate services, grant reporting, and program evaluation. Program Staff include Higher Ground staff members assigned to support AmeriCorps grants as well as Arizona Serve staff contracted to support AmeriCorps grants placed in TUSD schools. All members and Program Staff will receive training on the Family Educational Rights and Privacy Act (FERPA) and will be responsible for ensuring compliance with FERPA.
- g) Notify Program Staff immediately regarding unscheduled termination of AmeriCorps members and unscheduled changes of status and conditions of AmeriCorps members, such as arrests, hospitalization, and absence without leave.
- h) Allow AmeriCorps members to participate in local emergency disaster relief efforts if needed
- i) Allow AmeriCorps members to participate in all National Days of Service
- j) Allow AmeriCorps members to participate in monthly team meetings, training, and occasional AmeriCorps events and conferences
- k) Allow for reasonable accommodation for any member with a disability seeking to serve with the organization
- l) To the extent allowed by law, the Host Organization shall defend, indemnify, and hold harmless the Sponsor from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including sexual abuse/molestation and/or death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Host Organization or any of its owners, officers, directors, agents, employees, subcontractors, or volunteers. This indemnity includes any claim or amount arising out of the failure of such Host Organization to conform to any federal, state, or local law, statute, ordinance, rule regulation or court decree. It is the specific intention of the parties that the indemnity shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Sponsor, be indemnified by the Host Organization from and against any and all claims. It is agreed that the Host Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable

- m) Retain program records 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 Sponsor or La Frontera for the purpose of litigation, audit, or examination. Program records include member time sheets, monthly reports, and any documentation associated with corrective action of AmeriCorps members placed through this agreement.

3. Joint Responsibilities

Both parties to this Memorandum of Understanding shall make every reasonable effort to ensure that the health and safety of the AmeriCorps members are protected during performance of their assigned duties. Neither Sponsor nor the Host Organization shall assign or require AmeriCorps members to perform duties which would jeopardize their safety or cause them to sustain injuries.

The parties shall jointly supervise the AmeriCorps members while they are present at the Host Organization's site or sites, The Host Organization may unilaterally determine that an AmeriCorp member may no longer be present at a particular site and the Host Organization may immediately remove the AmeriCorps member from a Host Organization site or sites. The Host Organization shall immediately notify the Sponsor of any such determination and/or removal.

4. Non-Discrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps member 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, gender, gender identity, age, disability or political affiliation. Site supervisors and Host Organization staff shall refer to AmeriCorps members using the masculine, feminine, neuter, singular or plural pronouns that reflect the identity of each member as requested.

5. Legal Restrictions

The Sponsor and Host Organization agree that no AmeriCorps members assigned under this agreement shall participate in the following activities as a part of their assignment:

- 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, proselytize, or any other religious activity as an official part of their duties

The Project Site further agrees not to:

- a) Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, or providing voters transportation to the polls
- b) Assign AmeriCorps members to activities that would result in the displacement of employed workers, or impair existing contracts for services
- c) Accept, or permit the acceptance of compensation from the AmeriCorps members or from beneficiaries for the service of AmeriCorps members

6. Duration

This Agreement shall become effective on August 1, 2017, and shall terminate on October 1, 2020, subject, however, to available resources and funding to support AmeriCorps programming at Host Sites.

6. Termination

Termination of this agreement ends all provisions of this agreement except for paragraph 2.m. This Agreement shall terminate upon the expiration of the Term following the commencement of service with Host Organization of AmeriCorps members, or may be terminated by:

- a) Any termination of the Memorandum of Agreement between the Sponsor and the Governor's Commission
- b) By either Party upon 60 days' written notice if, at any time such notice is provided, no AmeriCorps member is placed with the Host Organization
- c) By either party upon 60 days written notice, due to loss of funds necessary to fund in full or in part, the terms of this agreement
- d) At any time by the Sponsor if it reasonably determines that Host Organization has been involved in any illegal, improper or similar act which may adversely affect AmeriCorps members or the Program

Tucson Unified School District

Printed Name: _____

Signature: _____ Date: _____

Higher Ground, a Resource Center

Printed Name: _____

Signature: _____ Date: _____