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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

To Board of Education  
 From Gary Yee Ed.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting  
Date \_\_\_\_\_

Subject Memorandum of Agreement - Corporation for National and Community Service, AmeriCorps VISTA (contractor) - 922/Family, School, and Community Partnerships Department (site/department).

**Action Requested** Approval of the Memorandum of Agreement between the Oakland Unified District and Corporation for National and Community Service, AmeriCorps VISTA. Services to be primarily provided to 922/Family, School, and Community Partnerships Department for the period of February 23, 2014 through March 7, 2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 AmeriCorps VISTAs (Volunteers In Service To America) will provide services in support of the OUSD Strategic plan by building capacity of OUSD in community schools communication, health & wellness, after school outreach and engagement. VISTAs provide short term support to develop long term district infrastructure in each of the areas.

**Discussion**  
*One paragraph summary of the scope of work.*  
 Approval of the Memorandum of Agreement between District and Corporation for National and Community Service, AmeriCorps VISTA, Washington, D.C., for the latter to provide up to thirteen VISTAs to OUSD to support capacity building in alignment with the District Strategic Plan; VISTAs will focus on developing insurance enrollment programs, building outreach and engagement plan for extended learning, create communication structures related to community schools, and develop an indoor air quality process for the district, for the period February 23, 2014 through March 7, 2015, for an amount valued in the amount of \$58,664.00, pursuant to terms and conditions herein.

**Recommendation** Approval of the Memorandum of Agreement between Oakland Unified School District and Corporation for National and Community Service, AmeriCorps VISTA. Services to be primarily provided to 922/Family, School, and Community Partnerships Department for the period February 23, 2014 through March 7, 2015.

**Fiscal Impact** Funding Resources:  
9243/Association for Continuing Education = \$14,666.00  
3010/Title I Comp Learning Summer Support = \$14,666.00  
9196/Atlantic Philanthropies = \$29,332.00  
 For a total valued at \$58,664.00.

**Attachments**

- Memorandum of Agreement
- VISTA Site Placement

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
AmeriCorps VISTA  
**MEMORANDUM OF AGREEMENT**



Between

Oakland Unified School District  
746 Grand Ave  
Oakland, CA 94610-2714  
EIN: 946000385

and

Corporation for National and Community Service  
California State Office  
11150 West Olympic Blvd.  
Suite 670  
Los Angeles, CA 90064-1815

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) Oakland Unified School District, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to thirteen (13) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

**The project shall be cost-shared between CNCS and the Sponsor.** Accordingly, the Agreement provides for the Sponsor's funding of **up to \$58,664.00** to cost-share up to four (4) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to nine (9) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to four (4) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

## **I. GENERAL PROVISIONS**

### **1. Duration of This Agreement**

This Agreement is for one year, and shall become effective on the date of 02/23/2014 execution of this

Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 02/23/2014 and shall end thereafter on 03/07/2015, unless terminated sooner by either or both of the parties.

## **2. Status of VISTA Members During Service**

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **1. CNCS Responsibilities.** CNCS will:

- a. Select individuals to serve as AmeriCorps VISTA members at Sponsors, and enroll individuals as AmeriCorps VISTA members in the AmeriCorps VISTA program.
- b. Assign AmeriCorps VISTA members to the Sponsor. All member assignments are at the discretion at the discretion of CNCS and subject to availability of funds.
- c. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- d. Process and select member applications submitted by Sponsor.
- e. Provide AmeriCorps VISTA candidate in-processing and pre-service orientation at AmeriCorps VISTA program expense.
- f. Provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include living allowance, relocation assistance, end of service awards, health coverage, life insurance coverage, and/or child care coverage.
- g. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps VISTA supervisors(s).
- h. Periodically review and assist the Sponsor's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative part of the Project Application.

- i. Promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with CNCS's policies and procedures.
- j. Provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations, policies and procedures.
- k. Provide to AmeriCorps VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- l. Effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members.

**2. Sponsor Obligations.** The Sponsor will:

- a. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps VISTA members in planning, developing, and implementing the project.
- b. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.
- c. Operate the project in accordance with the approved Project Application.
- d. Prepare and have approved by the appropriate CNCS State Office a Volunteer Assignment Description (VAD) for each VISTA member assigned to the Sponsor.
- e. Engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Assurances included within the Project Application.
- f. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps VISTA members at the beginning of their service.
- g. Assist in the provision of pre-service, and in-service training (online or face-to-face), as specified in the Project Narrative.
- h. Supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Narrative.
- i. Provide on-the-job transportation, administrative resources and other project support needed to successfully conduct the project.

- j. Provide all AmeriCorps VISTA members grievance rights and procedures in accordance with federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- k. Maintain such records and accounts, including the tracking of leave taken by assigned AmeriCorps VISTA members, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS 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 CNCS for the purpose of litigation, audit or examination.
- l. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by CNCS when the Sponsor and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to the State Program Director.
- m. Report to the appropriate CNCS State Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave.
- n. Submit Project Progress Reports within the required time frame.
- o. Submit on-site orientation training plans to the appropriate CNCS State Office at least thirty (30) days in advance of the proposed starting date of such training. On-site orientation training must occur and be completed within the first two to four weeks of an AmeriCorps VISTA member's assignment to the Sponsor.
- p. Ensure that the Sponsor's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS, and ensure training of subrecipient supervisors.
- q. Make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- r. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.
- s. On a biweekly basis, return the Sponsor Verification Form to the CNCS State Office within three (3)

workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps VISTA member(s) who leaves prior to completion of service date(s). The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the form.

t. Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week.

u. VISTA resources include the time and activities of the VISTA member CNCS assigns to the VISTA Sponsor and supports through VISTA member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If CNCS determines that the Sponsor, and/or, if applicable, any subrecipient of the Sponsor (as described below in Section II.3. of this Agreement), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the Sponsor and/or the subrecipient may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member. Whether the Sponsor and/or the subrecipient is held financially responsible to reimburse CNCS is within CNCS's complete discretion.

### **3. Obligations of the Sponsor and any subrecipient of the Sponsors:**

a. The Sponsor may carry out a VISTA project through, in part, one or more subrecipients. The Sponsor must enter into a subrecipient agreement with each subrecipient. A subrecipient agreement must have at least the following elements:

- (1) A project plan to be implemented by the subrecipient;
- (2) Records to be kept and reports to be submitted;
- (3) Responsibilities of the parties and other program requirements;
- (4) Suspension and termination policies and procedures.
- (5) Written understanding and agreement that: (i) the subrecipient is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable CNCS laws, regulations, policies, procedures and program guidance; and (ii) the subrecipient must provide Project Progress Reports to the Sponsor monthly on the use of all VISTA resources; and
- (6) Written understanding and agreement that while the Sponsor maintains responsibility for the subrecipient's proper use of VISTA members, the subrecipient may be held financial responsible to CNCS for the inappropriate use of all such VISTA resources by the subrecipient.

b. The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it has with subrecipient(s); all applicable regulations; and all applicable policies, procedures, and program guidance issued by CNCS regarding the VISTA program. The Sponsor shall not request or receive any compensation from a subrecipient for services performed by a VISTA member of Summer Associate.

c. The Sponsor shall not receive payment from, or on behalf of, the subrecipient for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the subrecipient's participation in a VISTA project.

#### **4. Affiliation with Corporate for National and Community Service and AmeriCorps VISTA**

a. The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. In case where the Sponsor has one or more subrecipient(s) as described above in Section II.3., all subrecipient agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.

b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If a Sponsor uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Sponsors and subrecipients must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

#### **5. Joint Responsibilities**

The Sponsor will identify and interview AmeriCorps VISTA applicants with support from CNCS. The Sponsor and CNCS will cooperate together in all pre-service and in-service trainings (online or face-to-face), in accordance with all applicable CNCS policies.

#### **6. Prohibition on Nepotism**

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

##### **a. VISTA Members**

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption,

child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

**b. VISTA Project Supervisory Employees**

A project site employee is prohibited from holding a VISTA project supervisory position if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

**7. Nondiscrimination**

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, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

**8. Sexual Harassment**

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from CNCS, the Sponsor is 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:

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.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the



Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

### **9. Delegation and Subcontracting**

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subrecipients. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

### **10. Supplemental Payments Prohibited**

Monetary subsistence (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its subrecipients may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and subrecipients are strictly prohibited from providing VISTA members or Summer Associates with cash.

### **11. Prohibitions of Use of CNCS Assistance By Sponsor**

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, 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.

### **12. Whistleblower Rights and Remedies for Employees of the Sponsor**

A. The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <http://www.cnsoig.gov/contractor-whistleblower-protection-0#node-100>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

1. Gross mismanagement or waste of a Federal contract or grant;
2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of

authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);

3. A substantial and specific danger to public health or safety, or
4. A violation of law, rule, or regulation related to a Federal contract or grant.

B. The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above in Section 12.A. to any of the following:

1. The CNCS Office of Inspector General;
2. A CNCS employee responsible for contract or grant oversight or management;
3. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

C. The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above in Section 11.A., the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

**13. The Sponsor 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 supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
- d. Request, charge or accept participation or application fees from VISTA members, VISTA candidates, and potential AmeriCorps VISTA candidates.
- e. Require or accept application fees from potential subrecipients, or require participation fees above and

beyond the actual cost of support provided by the primary Sponsor.

#### **14. Amendments**

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate CNCS State Director, and, if appropriate, the appropriate CNCS Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 19 of Part II, "Increases in AmeriCorps VISTA Members Allowances During This Agreement."

#### **15. Severability**

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

#### **16. Notices**

All notices and communications required to be given to CNCS by the Sponsor, except as specifically provided in paragraph 17 of Part II, shall be directed to the CNCS State Program Director or Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by CNCS shall be directed to Andrea Bustamante at 746 Grand Ave  
Oakland, CA 94610-2714.

In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Project number and Sponsor EIN.

#### **17. Termination, Suspension, Or Non-Renewal**

Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to CNCS of its intent.

CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. Sponsor understands and agrees that CNCS may take action to terminate or suspend this Agreement, or deny renewal of this Agreement or VISTA resources, for failure to comply with the applicable terms and conditions of this Agreement.

#### **18. Order of Precedence**

In the event of inconsistencies or conflicts between the Project Application and the Agreement, this Agreement shall govern.

#### **19. Increases in AmeriCorps VISTA Payment Amounts During This Agreement**

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

## **20. Cost Share Payment Provisions**

**a. Bi-Weekly Allowance Payments Made By CNCS to VISTA members.** The Sponsor shall reimburse CNCS for bi-weekly payments to all cost-share VISTA members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.

### **b. Reimbursement Schedule For Sponsor to Pay Back CNCS.**

i. CNCS Issues Monthly Invoices: At the end of each month during which cost-share VISTA members are serving throughout the term of this Agreement, CNCS will provide the Sponsor with an invoice detailing the member allowance expenditures made by CNCS, on behalf of the Sponsor, in that month. The Sponsor will have 30 days to tender full reimbursement to CNCS of the total expenditures noted on the invoice.

ii. Requirement For Full Reimbursement to CNCS By Due Date: In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse CNCS for the expenditures that CNCS made to the cost-share VISTA member(s) on behalf of the Sponsor by the Due Date set forth on the Invoice. Also, under federal law, any expenditures that CNCS makes to the cost-share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and CNCS must try to collect the debt it is owed.

### **c. Reimbursement Procedures For Sponsor to Pay Back CNCS.**

All reimbursements made by the Sponsor to CNCS - i.e., monthly reimbursements and close-out payments for any amounts remaining due -- may be paid through [www.pay.gov](http://www.pay.gov). Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), CNCS shall provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.

### **d. Interest, Administrative Costs, and Penalties For Non-Reimbursement And Delinquencies.**

The parties to this Agreement understand that the reimbursement amounts that the Sponsor owes CNCS, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, CNCS must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and

the Federal Claims Collections Standards (FCCS) (4 CFR Part II.). Accordingly, CNCS is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes CNCS.

The Sponsor is required to pay CNCS the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amount unpaid by the Sponsor to CNCS by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.

The parties to this Agreement understand that to the extent that the reimbursement amount that the Sponsor owes CNCS, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 60 days, CNCS shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, CNCS shall also initiate action to collect administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).

**e. Non-Reimbursement or Delinquency May Result in Cessation of VISTA Operations**

The Sponsor understands and agrees that if the full reimbursement amount set forth on each cost share invoice is not paid by the date specified on the invoice and thus becomes a delinquent debt, CNCS may deny refunding of the VISTA project, or suspend or terminate the VISTA project prior to the conclusion of the last term of service date for all VISTA members or Summer Associates currently assigned to the Sponsor, or may take such other action as is appropriate and legally available to CNCS. The Sponsor further understands and agrees that should CNCS take any action available to it as a result of a failure to make a full reimbursement amount set forth on each cost share invoice, that the debt owed by the Sponsor to CNCS is not extinguished, and that such debt remains due and owing regardless of other actions taken for violations of this Agreement.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

**Corporation for National and Community Service**

Electronically  
Signed By: Sarikey, Curtiss

Electronically  
Signed By: Haggins, Kristen

Title:

Title: State Program Director

Date: 11-FEB-14

Date: 18-FEB-14

Oakland Unified School District  
Address: 746 Grand Ave  
Oakland, CA 94610-2714

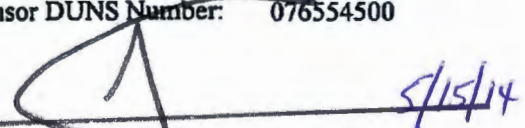
Corporation for National and Community Service  
Address: California State Office  
11150 West Olympic Blvd.  
Suite 670  
Los Angeles, CA 90064-1815

Phone: (510) 273-1569

Phone: (310) 235-7421

Sponsor Location Code Number: 61515

Sponsor DUNS Number: 076554500

 5/15/14  
David Kakishba  
President, Board of Education

Electronically  
Signed By: George, Michelle

Title: Executive Officer

Date: 19-FEB-14

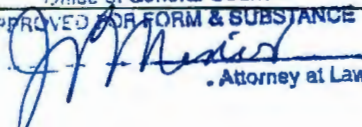
 5/15/14  
Gary Yee, Ed.D.  
Secretary, Board of Education

Corporation for National and Community Service  
Address: 1201 New York Ave. NW  
Washington DC 20525

Phone: 202-606-6626

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  Attorney at Law

Corporation for  
**NATIONAL &  
COMMUNITY  
SERVICE** 

February 25, 2014

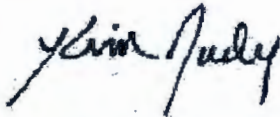
Andrea Bustamante  
Oakland Unified School District

Dear Andrea:

Incoming AmeriCorps VISTA members are subject to a criminal history review process in order to support the safety of service participants, project beneficiaries, and community members. The background check consists of an online search of the National Sex Offenders Registry and an FBI criminal history check, which requires candidates to be fingerprinted at Pre-Service Orientation.

This letter certifies that **Oakland Unified School District VISTA(s)** has/have met our criminal history check baseline criteria. If you have further questions regarding VISTA's criminal history check policy, please contact your Corporation State Office.

Sincerely,



Kim Judy  
VISTA Member Support Specialist



1201 New York Avenue, NW ★ Washington, DC 20525  
202-606-5000 ★ [www.nationalservice.org](http://www.nationalservice.org)  
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Make a Difference. Volunteer.



**SERVE**  
your community

**BUILD**  
your capacity

**IMPACT**  
on our nation

**Our Programs**

**AmeriCorps**

- ▶ AmeriCorps 20th Anniversary
- AmeriCorps State and National

**AmeriCorps VISTA**

- What VISTA Members Do
- VISTA Summer Associates
- VISTA History
- Sponsor a VISTA Project
- AmeriCorps VISTA FAQs

- ▶ AmeriCorps NCCC
- ▶ FEMA Corps
- School Turnaround AmeriCorps
- I'm Ready to Serve
- ▶ Segal AmeriCorps Education Award
- ▶ Current Members
- ▶ For Alumni
- AmeriCorps FAQs
- ▶ AmeriCorps Week
- AmeriCorps Symposium
- ▶ Senior Corps
- ▶ Social Innovation Fund
- Volunteer Generation Fund

**AmeriCorps VISTA**



Today, about 46 million Americans live in poverty. Through AmeriCorps VISTA, you can make a tangible difference. And, you'll find the fulfillment that comes from using your knowledge and skills to help those in disadvantaged circumstances turn their dreams into reality.



VISTA was founded as Volunteers in Service to America in 1965 as a national service program designed specifically to fight poverty in America. In 1993, VISTA was incorporated into the AmeriCorps network of programs.

Did you know that President John F. Kennedy came up with the idea for VISTA? Or that many of the best-known anti-poverty programs, including Head Start and Upward Bound, were created by VISTA members? VISTA has been on the front lines in the fight against poverty in America for nearly 50 years.

**Becoming an AmeriCorps VISTA Member**

AmeriCorps VISTA members are passionate and committed to their mission to bring individuals and communities out of poverty. Members make a year-long, full-time commitment to serve on a specific project at a nonprofit organization or public agency. They focus their efforts to build the organizational, administrative, and financial capacity of

**Join AmeriCorps!**

Use this search to find AmeriCorps national service opportunities that are suited to your particular skills, interests, and circumstances.

**Tell Us Your Interests:**

Select Interest

**Choose Where To Serve:**

Select State



[Advanced Search](#)

**My AmeriCorps**

The My AmeriCorps website provides a one-stop-shop for all AmeriCorps members and alumni - with information, self-service capabilities and access to the Online Payment System.



**Have a question?**

Want to know more about AmeriCorps VISTA?



organizations that fight illiteracy, improve health services, foster economic development, and otherwise assist low-income communities.

A number of members serve in the summer months through the AmeriCorps [VISTA Summer Associate](#) program. The program offers members the opportunity to become engaged in community service through an existing AmeriCorps VISTA project for eight to 10 weeks during the summer.

AmeriCorps VISTA is open to all U.S. citizens, nationals, or lawful permanent resident aliens age 18 and older. Members and [Summer Associates](#) receive a modest living allowance, and those who serve for a year also receive health coverage, [childcare](#), if needed, and other benefits. After successful completion of a term of service, members can choose to receive a [Segal AmeriCorps Education Award](#) or post-service stipend. Learn more on the [What VISTA Members Do](#) page.

### Becoming an AmeriCorps VISTA Sponsor

Public, private, or faith-based nonprofit organizations, as well as, local, state, or federal agencies can become an AmeriCorps VISTA sponsor. Applications for VISTA projects are handled through [CNCS State Offices](#). Project sponsors are not required to provide a financial match but must be able to direct the project, supervise the members, and provide necessary administrative support to complete the goals and objectives of the project. Learn more at our [Sponsor a VISTA Project](#) page.

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### AmeriCorps VISTA Updates



### VISTA Social Media

[VISTA on Facebook](#)

[VISTA on Twitter](#)

[VISTA on YouTube](#)

[VISTA on Flickr](#)



**Programs**  
 AmeriCorps  
 State and National  
 AmeriCorps VISTA  
 AmeriCorps NCCC  
 FEMA Corps  
 Volunteer Generation Fund  
 Senior Corps  
 Social Innovation Fund

**Focus Areas**  
**Special Initiatives**  
 Mayors Day of Recognition for National Service  
 MLK Day of Service  
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**AMERICORPS VISTA** » **AMERICORPS VISTA**

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**What VISTA Members Do**

AmeriCorps VISTA members live and serve in some of our nation's poorest urban and rural areas. With passion, commitment, and hard work, they create or expand programs designed to bring individuals and communities out of poverty.



Each VISTA member makes a year-long, full-time commitment to serve on a specific project at a nonprofit organization or public agency. In return for their service, AmeriCorps VISTA members receive a modest living allowance and health benefits during their service, and have the option of receiving a [Segal AmeriCorps Education Award](#) or [post-service stipend](#) after completing their service. About 6,500 VISTAs are placed each year in more than 1,200 projects in low-income communities around the country.

VISTA members generally do not provide direct services, such as tutoring children or building homes. Instead, they focus their efforts on building the organizational, administrative, and financial capacity of organizations that fight illiteracy, improve health services, foster economic develop, and otherwise assist low-income communities. VISTAs develop programs to meet a need, write grants, and recruit and train volunteers. As a VISTA, you can:

- Create an adult literacy awareness campaign and recruit volunteer tutors.
- Set up transitional housing dedicated to helping the homeless turn their lives around.
- Expand programs to help low-income families obtain affordable health insurance.
- Recruit mentors for children of incarcerated parents.

**Join AmeriCorps!**

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**Tell Us Your Interests:**

Select Interest

**Choose Where To Serve:**

Select State



[Advanced Search](#)

**VISTA Campus**

VISTA tutorials, resources, and learning community.



**National Service Blog**

Feb 19, 2014 | Tyler Pearson  
[Using Education to Break the Bonds of Poverty](#)  
 It's common knowledge that poverty has been a particularly formidable foe, and

- Organize shelter and job opportunities for victims of disasters.

In each case, you'll be strengthening an organization so it can continue to serve the needs of the community once AmeriCorps VISTA's support has ended.

**Additional Information**

[Read "VISTA: Overcoming Poverty, Building Capacity" \(6.67 MB PDF\)](#)  
[VISTA Member Handbook](#)

its resistance to solutions creates harmful residual effects – especially for children trying to escape its clutches. The Huntsville Network for Urban School Renewal (HNUSR) is working to help children break free of this legacy, and I am proud to be able to contribute to the solution.

Tags: [AmeriCorps 20th Anniversary](#)

Feb 19, 2014 | CNCS Staff

[Join CEO Wendy Spencer for Her Twitter Chat Feb. 20](#)

Do you have questions about national service or AmeriCorps, and the services we provide to improve educational outcomes around the nation? Wendy Spencer, CEO of the Corporation for National and Community Service will be taking your questions during her next Twitter chat tomorrow!

Tags: [Social Media](#)

[Read more from the blog](#)

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**National Service**  
**Knowledge Network**

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## OUSD AmeriCorps VISTA Roster

Program Code: 12VSPCA003

Program Name: OUSD Community Schools Project

Program Sponsor: Andrea Bustamante

VISTA Member Name	Title	Department	Start Date	End Date	
1	Boykin, Portia	Volunteer Coordinator	Family Engagement & Support Services	11/23/13	11/22/14
2	Punkar, Sophie	Volunteer Coordinator	Family Engagement & Support Services	02/01/14	01/31/15
3	Wilhelmy, Megan	Expanded Learning	Summer Learning	11/23/13	11/22/14
4	Liborio, Janneth	Attendance VISTA	Attendance & Discipline	04/26/13	04/25/14
5	Warren, Hannah	Indoor Air Quality	Health & Wellness	08/10/13	08/09/14
6	Makaremi, Shahrzad	Capacity Builder	Oakland Int'l HS	08/10/13	08/09/14
7	Egel, Josh	Communications	African American Male Achievement	07/13/13	07/12/14
8	Barbosa, Ryanna	Partnership Expansion	Community Partnerships	08/10/13	08/09/14
9	Burwell, Lauren	Volunteer Coordinator	Family Engagement & Support Services	08/10/13	08/19/14
10	Martin, Laura	VISTA Leader	FSCP	09/16/13	09/15/14
11	Cisneros, Israel	Volunteer Coordinator	Family Engagement & Support Services	08/10/13	08/09/14
12	Henry, Jennifer	Discipline VISTA	Attendance & Discipline	04/26/13	04/25/14

# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2013-2014

### Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List (<https://www.sam.gov/portal/public/SAM/>)
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name	CNCS AmeriCorps VISTA		Agency's Contact Person	Gail Benton Shoemaker	
Street Address	1301 Clay Street. 365-South		Title	State Program Specialist	
City	Oakland		Telephone	(510) 637-1750	
State	CA	Zip Code	94612	Email	gbentonshoemaker@cns.gov
OUSD Vendor Number	I006005				
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> )				

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	2/23/2014	Date work will end	3/7/2015	Total Contract Amount	\$58,664.00
				Grant: \$	

### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
9243	Assoc for Continuing Ed	3539243101	5825	\$ 14,666.00	R0406931
3010	Title I Comp Learning	9224871201	5825	\$ 14,666.00	
9196	Atlantic Philanthropies	9221215202	5825	\$ 29,332.00	
			5825	\$	

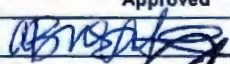
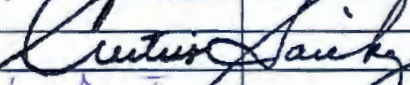
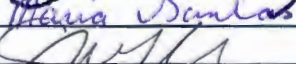
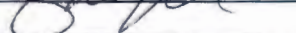

### OUSD Contract Originator Information

Name of OUSD Contact	Andrea Bustamante	Email	Andrea.Bustamante @ousd.k12.ca.us		
Telephone	(510) 273-1569	Fax	(510) 273-1501		
Site/Dept. Name	922/FSCP	Enrollment Grades		through	

### Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/portal/public/SAM/>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			
2. Oakland After School Programs Office			
3. Network or Executive Officer			
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			4-11-2014
5. Board of Education or Superintendent			
Procurement	Date Received		