

2009/2010 Campus Corps Member Agreement

It is the purpose of this agreement to delineate the terms, conditions, roles, and responsibilities regarding the participation of the member in the Montana Campus Corps program (herein referred to as the "program.")



TABLE OF CONTENTS

SECTION I (Program Information)

- I MISSION
- II DEFINITION OF TERMS
- III TERMS OF SERVICE
- IV LEAVE POLICIES
- V MEMBER ELIGIBILITY
- VI NON-DISCRIMINATION & REASONABLE ACCOMODATION
- VII BENEFITS
- VIII SAFETY GUIDELINES
- IX GRIEVANCE PROCEDURE

SECTION II (Requirements for Successful Completion)

- X MEMBER RESPONSIBILITIES
 - XI RULES OF CONDUCT
 - XII DRUG-FREE WORKPLACE
 - XIII RELEASE FROM TERM OF SERVICE
-

SECTION I (Program Information)

I MISSION

The mission of the Montana Campus Corps program is to address critical community needs by engaging students in meaningful extracurricular and/or curricular community service. Campus Corps members coordinate service initiatives and engage other students in service. The program also works to strengthen partnerships between Montana communities and their neighboring higher education institutions, to develop a large body of student leaders who have a lifelong commitment to service, and to create an institutional ethic of service among Montana Campus Compact institutions.

II DEFINITION OF TERMS

AmeriCorps: Created in 1993 by the National and Community Service Trust Act, AmeriCorps is the national service program through which 40,000 people each year address community problems. All Campus Corps members are AmeriCorps members.

CNCS: The Corporation for National and Community Service, established pursuant to the National and Community Service Trust Act of 1993 to administer and oversee AmeriCorps funding to the states.

Education Award: Also known as the Segal Education Award, this is a benefit that members may receive after successfully completing a term of service. Currently, an individual is eligible to receive a maximum of two Education Awards in his/her lifetime. The amounts of these awards are:

- 1700-hour Term of Service = \$4725
- 900-hour Term of Service = \$2362
- 675-hour Term of Service = \$1800
- 450-hour Term of Service = \$1250
- 300-hour Term of Service = \$1000

Montana Campus Corps: Launched in 1995, Campus Corps is an affiliate program of the AmeriCorps national service network and is operated by the Montana Campus Compact (MTCC).

Montana Campus Compact (MTCC): A network of 19 colleges and universities committed to addressing critical community needs and helping students to develop the values and skills of citizenship through civic engagement and participation in public service.

Network Office Staff: Those individuals housed at the MTCC network office in Missoula that function to oversee the daily management of MTCC statewide programs.

Program Coordinator: The contact person at each participating campus who supervises Campus Corps members and their service activities.

Service Sites: Those agencies, schools, non-profit organizations, hospitals and clinics, and other service agencies in communities that develop and implement community projects in partnership with campus-based program coordinators. In most cases, the work that a member does to complete his/her term of service is based at the service site instead of on campus.

Stipend (or Living Allowance): A financial benefit designed to help Service Team Campus Corps members meet the necessary living expenses incurred while they are participating in AmeriCorps (taxed by federal and state government). Service-Learning members, who are usually combining AmeriCorps service with credit-bearing course work, do not receive a stipend. Stipend rates for Service Team Campus Corps members for 2009/2010 are as follows:

1700-hour Term of Service = \$11,400
450-hour Term of Service = \$3,018

Work-Study Funds: Instead of a stipend, some members may meet the financial qualifications to receive a Work-Study award (financial aid benefit) to help meet the necessary living expenses incurred while participating in Campus Corps.

III TERMS OF SERVICE

- A** The member may enroll in **one** of the following terms of service*:
- Full-time, 1700-hour, 1 year term (Leader)
 - Part-time, 450-hour term – Service Team position
 - Minimum-time, 300-hour Work-Study term – Service Team position

 - Full-time, 1700-hour term – Service-Learning position
 - Part-time, 900-hour (2 year) term – Service-Learning position
 - Part-time, 675-hour term – Service-Learning position
 - Part-time, 450-hour term – Service-Learning position
 - Minimum-time, 300-hour term – Service-Learning position

*All Campus Corps members must choose a term of service in consultation with the Program Coordinator on the local campus.

- B** The member understands that in order to successfully complete a term of service and to become eligible for the Education Award, the member must complete all of the requirements listed in Section II "Requirements for Successful Completion," including serving the minimum number of required hours specified above for the chosen term of service, participating in any required trainings and events, and completing and submitting all program-required reporting and exit paperwork.
- C** The member understands that in order to be eligible to serve a second term of service, the member must receive satisfactory performance reviews for any previous term of service. The member may not serve more than two terms of service with the Montana Campus Corps program. The member's eligibility for a second term of service will be based on at least a mid-term and an end-of-term evaluation (for 1700 and 900-hour members) or an end-of-term evaluation (for all other members) of the member's performance, focusing on factors such as whether the member has completed the required minimum number of service hours; satisfactorily completed training requirements, assignments, tasks, and projects; and met any other criteria that were clearly communicated, both orally and in writing, at the beginning of the term of service. The member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement.

IV LEAVE POLICIES

The member understands the following provision as they relate to the program's leave policies:

- 1) Annual and Sick leave are not benefits of this program (only the hours actually served are counted toward the minimum hour requirement of the term of service).
- 2) Members are encouraged to vote and are eligible to vote during service hours.

- 3) Members are allowed to serve on a jury, with no penalty imposed by the program, but no service hour credit will be issued for time spent serving on the jury.
- 4) Members serving in the Reserves of the Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard, and the Air National guard will be granted a leave of absence, receive regular service credit hours, and will continue to receive the living allowance and health care for the two-week period of active duty service in the Reserves and Army National Guard. No service credit will be granted for additional time-off. Members should make every effort to not disrupt their AmeriCorps service because of military service.

V MEMBER ELIGIBILITY

A The member must be a United States citizen, a United States national, or a legal permanent resident of the United States; must be at least 17 years of age; and must have obtained a high school diploma/equivalency certificate. As proof of such, the Corporation for National and Community Service requires that each member submit a copy of the following pieces of identification:

- 1) A current U.S. Passport
-OR-
- 2) a. A birth certificate showing that you were born in one of the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa or the Northern Mariana Islands, AND
b. A Government-issued photo ID

A copy of one of the following documents may be used in place of the *birth certificate*:

- 1) A report of birth abroad of a U.S. citizen (FS-240) issued by the State Department
- 2) A certificate of birth-foreign service (FS-545) issued by the State Department
- 3) A certification of report of birth (DS-1350) issued by the State Department
- 4) A certificate of naturalization (Form N-550 or N-570) issued by the Immigration and Naturalization Service
- 5) A certificate of citizenship (Form N-560 or N-561) issued by the Immigration and Naturalization Service
- 6) Permanent Resident Card, INS Form I-551
- 7) Alien Registration Receipt Card, INS Form I-551
- 8) A passport containing an INS stamp certifying approval of lawful admission for permanent residence
- 9) An arrival record (INS Form I-94) indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence

B The member understands that he/she cannot be officially enrolled and begin serving hours toward completion of the term of service before a copy of the documents listed in section **A** has been submitted to the enrolling office.

C The member understands that he/she cannot be a paid employee of the organization through which he/she will be completing the service term hours.

D The member understands that in order to be officially enrolled in the program, all potential members must successfully complete a Criminal Background Check (CBC) to the extent permitted by law. Each member must authorize the enrolling office to initiate a CBC. There is the potential that the resultant data will indicate an individual's prior felony and/or misdemeanor convictions. All prior convictions will be reviewed on a case-by-case basis, with the following being cause for immediate disqualification for service in any AmeriCorps program, including Montana Campus Corps: identification on the National Sex Offender Public Registry.

E AmeriCorps regulations state that anyone who is a United States citizen or legal resident and is at least 17 years of age may apply to this program. However, we strongly encourage participants in part-time positions in the program to be enrolled students, either full or part-time. Those applying for full-time Team Leader positions, on the other hand, should not be students, although recent graduates are encouraged to apply.

VI NON-DISCRIMINATION & REASONABLE ACCOMODATION

A MTCC requires that all MTCC member campuses and all MTCC participating organizations comply with all applicable federal and state anti-discrimination laws, including those requiring MTCC member campuses and participating organizations to provide reasonable access and work activities to participants with disabilities, as well as to persons with disabilities served by MTCC member campuses and participating organizations.

B Designated AmeriCorps personnel must be made aware of any disability in order to provide reasonable accommodations. It is up to you to determine how much and to whom information about your disability is disclosed. Self-disclosure of a disability does not mean everyone will know about your disability; by law, this information must be kept confidential. Keep in mind however, that efforts to provide reasonable accommodations for you depend on the information you provide. An individual

with a disability who does not self-disclose has no protection from discriminatory practices under the Americans with Disabilities Act. MTCC Network Office staff can request accommodations on behalf of members.

- C The Montana Commission on Community Service (MCCS) employs a Disability Coordinator, who can maximize your service experience and guide you through the possibilities of volunteerism. For more information or to self-disclose, contact Kathy Bean, Governor's Office of Community Service, (406) 444-5547, kbean@mt.gov.

VII BENEFITS

A Stipend/Living Allowance or Work-Study Award

Service Team members receiving a stipend may rely on either work-study awards or a living allowance subsidized by the program during the course of their term of service. No stipend will be paid to Service-Learning members via the MTCC Network Office.

(1) Stipend or Living Allowance

Members may receive a stipend as a financial benefit to help meet the necessary living expenses incurred while participating in the program. For the 2009/2010 program year, the annual living allowance amounts are \$11,400 for full-time members (1700 hours) and \$3,018 for part-time members (450 hours). Members enrolled in Service-Learning, Education Award Only positions will not receive a stipend.

(2) Work-Study

Some members may receive a Work-Study award instead of a stipend. In some cases, the Work-Study award may be equal to the amount of the annual living stipend.

- (a) In cases where the member's financial aid status qualifies them for an award that is less than the amount of the annual Campus Corps living allowance, the program will offer additional funds to that individual to bring the award to an amount equivalent to that received by other part-time members.
- (b) In some cases, a member relying on a Work-Study award may no longer qualify for the award due to changes in the member's financial status. In these cases, the program may not be able to offer additional compensation to the member, and the program is under no obligation to do so. Members will be allowed to continue their participation in the program.

B Education Award

Upon successful completion of the member's term of service, the member will be eligible for an Education Award of \$4725 (1700-hour, full-time service), \$2362 (900-hour, part-time service), \$1800 (675-hour, reduced half-time service), \$1250 (450-hour, quarter-time service), or \$1000 (300-hour, minimum-time service) from the National Service Trust.

- (1) The member understands that the member's failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render the member ineligible to receive the Education Award.
- (2) The member understands that failure to submit all program-required exit and reporting paperwork will render the term of service incomplete and the member ineligible to receive an Education Award.

C Student Loan Forbearance

If the member has received forbearance on a qualified student loan during the term of service, and the member successfully completes the term of service, the National Service Trust will repay a portion of the interest that accrued on the loan during the term of service.

D Health Care

Campus Corps may provide health care coverage to full-time (1700-hour) Leaders who do not have adequate health care coverage at the time of enrollment. Campus Corps will not cover health care costs for family members. Part-time and minimum-time members are *not eligible* for Campus Corps-sponsored health care coverage. For eligible members, health care coverage includes the following:

- (1) Physician services for illness or injury
- (2) Hospital room and board
- (3) Emergency room care
- (4) X-ray and laboratory costs
- (5) Prescription drugs
- (6) Mental or nervous conditions (may be limited)
- (7) Substance abuse (may be limited)

E Fringe Benefits

- (1) For members receiving a stipend, benefits payable by the employer under the terms of this contract include:
 - (a) Employer-paid worker's compensation

- (b) Employer-paid unemployment compensation
- (c) Health care insurance underwritten specifically for full-time (1700-hour) Leaders and administered by an AmeriCorps benefits group insurance program through American Specialty Risk Management Corp.
- (d) The portion of Social Security and Medicare benefits to be paid by the employer

Any other benefits not mentioned in section (1) are not payable.

- (2) The following benefits, normally paid to full-time employees, are not payable under the terms of this contract. These may include:
 - (a) Sick and Annual Leave (only hours actually served are counted toward the 1700-hour requirement for full-time status in the program)
 - (b) Retirement System
 - (c) Health Insurance through any other provider than American Specialty Risk Management Corp.
 - (d) Tuition remission

F Child Care

Full-time (1700-hour) Leaders may receive child care benefits administered through NACCRRRA if the benefit is needed to participate in the program. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies. The Montana Campus Corps program and the MTCC Network Office do NOT determine child care eligibility. A member is considered to need child care in order to participate in the program if:

- (1) He or she is the parent or legal guardian (or acting *in loco parentis*) for a child under the age of 13 who resides with the member;
- (2) He or she has a family income that does not exceed the state's income eligibility guidelines for a family of the same size. At a maximum, family income can be no more than 75% of the state's median income; and
- (3) At the time of acceptance into the program, he or she is not receiving child care from another available source.

G Liability Coverage

All Campus Corps members are covered while working in the course and scope of their duties in connection with Montana Campus Corps for Tort Liability through the State self-insurance program in the amounts of \$750,000 per claim and \$1,500,000 per occurrence in accordance with the Tort Claims Act, Title 2, Section 9, Chapters 1-3, Montana Code Annotated.

VIII SAFETY GUIDELINES

Montana Campus Corps is committed to the safety of all participants, staff, and community partners. As part of Campus Corps, members are responsible for ensuring that their work environment is safe for themselves and others. In working with volunteers from the community and campus, members must consider safety to be an important issue to keep in mind. As a coordinator of community service projects, members must be aware of the following guidelines:

- A** Members must not place themselves, volunteers, or project beneficiaries in potentially dangerous situations that are avoidable.
- B** If a potentially dangerous situation arises, members must change the activity so the chance of any harm occurring and the impact of the potential damage are acceptable.
- C** Members and volunteers are prohibited from situations in which they will have contact with un-rehabilitated criminal offenders.
- D** Members must be aware of the procedures for obtaining emergency assistance in their communities.
- E** Members must report any accidents and/or potential dangers as soon as possible to the campus-based program coordinator.
- F** If a member feels a situation is unsafe or dangerous in any way, the member must report this immediately to the campus-based program coordinator.

IX GRIEVANCE PROCEDURE

- A** A formal Grievance Procedure has been established to assist Campus Corps members in settling work-related matters. If the member believes that an action taken by the program, campus or service site staff is unfair and not in accordance with Montana Campus Compact or Campus Corps policies and procedures, the member may file a grievance in accordance with the program's procedure outlined below.
- B** The Grievance Procedure can be used to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service projects.
 - (1) Grievance Procedure for Montana Campus Corps states that in the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members, labor unions, and other interested individuals may seek resolution through the following Grievance Procedures. These procedures are intended to apply to service-related issues, such as assignments,

evaluations, suspension, or release for cause. In addition, individuals who are not selected as AmeriCorps members or labor unions alleging displacement of employees or duplication of activities by AmeriCorps may utilize these procedures:

(a) Optional Alternative Dispute Resolution (ADR)

- 1) ADR is available, but must be selected within 45 days of the underlying dispute. If a member chooses ADR as a first option, a neutral party designated by the program will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, non-binding, and informal. No communications or proceedings of ADR may be referred to at the Grievance Hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.
- 2) If ADR is chosen by the member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

(b) Grievance Hearing

- 1) A member may request a Grievance Hearing without participating in ADR or, if ADR is selected, if it fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the Program Manager. A request for a hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member information that it relied upon in its disciplinary decision.
- 2) The program will arrange for one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing. They are intended to facilitate a mutually agreeable resolution of the matter to make a hearing unnecessary or to narrow the issues to be decided at the hearing. The format of the pre-hearing conference may be flexible, involving meetings with one party at a time and/or with both parties together. The Program Manager or the member designee conducts pre-hearing conferences.
- 3) The Program Manager or appointed designee will conduct the hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

(c) Binding Arbitration

- 1) An aggrieved party may request binding arbitration if a Grievance Hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Corporation's Chief Executive Officer will appoint one within 15 calendar days after receiving a request from one of the parties.
- 2) An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation's CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- 3) The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as the prevailing party's attorneys' fees.

SECTION II (Requirements for Successful Completion)

X AMERICORPS MEMBER RESPONSIBILITIES

A The central objectives of the AmeriCorps National Service Program are:

- (1) Member Development – ensuring that all participants in AmeriCorps develop a lifelong ethic of service and the skills necessary to carry out that ethic.
- (2) "Getting Things Done" – providing members with the opportunity to create lasting change in their communities by impacting a critical, unmet need.
- (3) Strengthening Communities – building the capacity of communities to better serve themselves.

B The central principles of the Montana Campus Corps program are:

- (1) To develop a large body of student leaders with a lifelong commitment to service;
- (2) To strengthen partnerships between local communities and neighboring colleges and universities;
- (3) To create an institutional ethic of service among campuses in Montana; and
- (4) To identify and develop long-term strategies for members to solve unmet community needs.

C The specific responsibilities of members will vary from campus to campus, depending upon the specific service initiative. (See member's position description for specific campus and/or community host site responsibilities.) There are, however, certain responsibilities that invariably come with service in Campus Corps. These include:

- (1) Coordinating a specific service initiative and engaging students from campus in that effort

- (2) Developing a working relationship with agencies in the community, representing the campus and the program in a positive manner
- (3) Participating in all program training activities including statewide training events (when applicable or for Service Team members), campus training requirements, reflection and evaluation procedures
- (4) Assisting in achieving the objectives of the campus service center, which include increasing the numbers of students active in community service
- (5) Participating in collecting information from the campus, service site, and the surrounding community to assist in program evaluation
- (6) Continually working toward the mastery of the service leadership competencies through training and practical experience
- (7) Working toward developing a service ethic on campus/in the community
- (8) Assisting in raising funds and securing resources to support service activities

XI RULES OF CONDUCT

A At all times while acting in an official capacity as a Campus Corps member, the member is expected to:

- (1) Demonstrate mutual respect toward others.
- (2) Follow directions.
- (3) Direct concerns, problems, and suggestions to the appropriate program staff.
- (4) Complete assignments in a competent and safe manner.
- (5) Maintain a professional and polite demeanor.
- (6) Develop appropriate working relationships with campus-based program coordinator, service site supervisor and staff, other Corps members, and the Network Office staff.
- (7) Fulfill all responsibilities as outlined in this agreement.
- (8) Avoid all **prohibited program activities**, including the following (Note: Members may exercise their rights as private citizens and may participate in the below activities on their initiative, on non-Corporation time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so):
 - (a) Any effort to influence legislation.
 - (b) Organizing or engaging in protests, petitions, boycotts, or strikes.
 - (c) Assisting, promoting, or deterring union organizing.
 - (d) Impairing existing contracts for services or collective bargaining agreements.
 - (e) Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
 - (f) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
 - (g) Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
 - (h) Providing a direct benefit to: a for-profit entity; a labor union; a partisan political organization or an organization engaged in the religious activities described in the preceding sub-clause, unless grant funds are not used to support the religious activities; a nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of Title 26, except that nothing in this section shall be construed to prevent members from engaging in advocacy activities undertaken at their own initiative.
 - (i) Organize voter registration drives.
 - (j) Other activities as the Corporation determines will be prohibited, upon notice to the member.

B The member agrees to submit monthly timesheets to the enrolling office by the tenth of the following month. Timesheets will be reviewed, approved, and signed by both the campus-based program coordinator and the member and will be kept in the member's file of record. Members who repeatedly submit timesheets late may risk not receiving credit for those service hours.

C At no time may the member:

- (1) Engage in any activity that is illegal under local, state, or federal law.
- (2) Engage in activities that pose a significant safety risk to self and others.

D The member understands that the following acts will also constitute a violation of the rules of conduct:

- (1) Unauthorized and excessive tardiness or absences.
 - (a) Absences from required trainings, meetings, and events must be authorized prior to the occurrence. To receive permission to miss a training, meeting, or event, contact your campus-based program coordinator, who will inform the Program Manager. If the program coordinator is not available, the member will contact the Program Manager directly. The program will *not* excuse a member from required obligations for any of the following reasons:
 - 1) The member has to work another job at that time

- 2) The member has school work that needs to be completed at that time
 - 3) The member will be taking personal leave (vacations) at that time
 - 4) The member has a competing activity with another organization (club, sports, etc.)
 - 5) The member has personal obligations (i.e., friends in town, etc.)
- (b) If the member or a child of the member is ill on the day of the training, meeting, or event, a doctor's note will be required in order to receive an excused absence. The note must specify the condition of the member and explain why the member could not attend the training, meeting, or event as a result of that condition.
- (c) All absences need to be made up based on terms agreed upon by the campus-based program coordinator and other program staff.
- (2) Repeated use of inappropriate language (i.e., profanity) at service sites.
 - (3) Failure to wear appropriate clothing to service sites.
 - (4) Stealing or lying.
 - (5) Engaging in activities that may physically or emotionally damage other members of the program or members of the community.
 - (6) Possessing or using any illegal drugs during the term of service.
 - (7) Consuming alcoholic beverages during the performance of service activities.
 - (8) Being under the influence of alcohol or any illegal drugs during the performance of service activities.
 - (9) Failure to notify the program of any criminal arrest or conviction that occurs during the term of service except for minor traffic offenses resulting in a fine or \$100 or less.
 - (10) Accepting gifts or gratuities when any such money or valuable thing is given in the expectation that favorable action or favored treatment will be accorded the giver in connection with services required to be provided by this Agreement.
 - (11) Failure to respect the confidentiality of official or client records.
 - (12) Destroying or defacing property.
 - (13) Missing more than 10% of required trainings.
 - (14) Providing false or misleading information in order to secure participation in the program.

E For violating the above rules, the program normally will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, or the illegal possession, sale or distribution of a controlled substance):

- (1) For the member's first offense, a verbal warning may be issued to the member.
- (2) The verbal warning may be accompanied with a written warning/reprimand to the member.
- (3) For any violation following a written warning, the member may be immediately released for cause.

XII DRUG-FREE WORKPLACE

A In 1988, Congress passed a variety of anti-drug legislation which included the Drug-Free Workplace Act (DFWPA). This Act requires that agencies or individuals who receive Federal aid or who contract with the Federal government adopt specific policies regarding the illegal possession and use of controlled substances. All Campus Corps participants are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace. Examples of controlled substances include illegal narcotics, cannabis, stimulants, depressants, and hallucinogens.

B Compliance with the Campus Corps Drug-Free Workplace Policy is a condition of continued service for all participants. All participants are given a copy of the policy. Violations of this policy will result in disciplinary action, up to and including termination. A participant who violates the provisions of this policy may be required to successfully complete a drug abuse rehabilitation program, as an alternative to termination.

C Members must comply with this policy and, in compliance with the Drug-Free Workplace Act of 1988, must notify their immediate supervisor of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction. The supervisor is responsible for notifying the Program Manager immediately upon notice by the participant. The Program Manager is responsible for notifying the appropriate federal granting agency of the conviction when the participant involved is working on a federal grant or contract, within ten days of learning of the conviction.

D Any participant convicted of a violation of a criminal drug statute which occurred in the workplace must participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement, or other appropriate agency within 30 days at the participant's expense. Members needing help in dealing with drug problems may contact the following organizations for education, treatment, and rehabilitation programs:

- 1) Alcoholics Anonymous: (In Missoula) 523-7799
- 2) Drug & Alcohol Abuse (24-hour Helpline): 1-800-374-2800
- 3) Rimrock Foundation: 1-800-227-3953
- 4) Rocky Mountain Treatment Center: 1-800-521-6572

XIII RELEASE FROM TERM OF SERVICE

A The member understands that the member may be released for the following reasons:

- (1) For cause, as explained in paragraph **B** of this section; or
- (2) Due to compelling personal circumstances as defined in paragraph **C** of this section.

B The program may release the member **for cause** for the following reasons:

- (1) The program reserves the right to release the member for cause if, at the discretion of the Program Manager, the member's conduct undermines the effectiveness of the program or the project to which the member is assigned.
- (2) The program may release the member for cause if, at the discretion of the Program Manager and campus-based program coordinator, the member repeatedly or periodically continues to demonstrate inappropriate behavior that hinders the effectiveness of service.
- (3) The member commits certain acts during the term of service such as being convicted or charged with a violent felony, or with the sale or distribution of a controlled substance. The member will be released for cause without warning for these reasons. If the member is found not guilty or these charges are dismissed, the member may resume service.
- (4) The member discontinues communications with the program or drops out of the program without obtaining a release for compelling circumstances from the campus-based program coordinator.
- (5) The member has not been actively participating in service during his/her term, as determined by the member completing less than 20% of his/her service hours within the first 25% of the term of service and/or the member discontinuing contact with the Campus Corps program coordinator on his/her campus for a period of 60 days or more.
- (6) The member violates any of the rules outlined in Section X, "Rules of Conduct."
- (7) Any other serious breach that in the judgment of the program staff would undermine the effectiveness of the program.
- (8) Background check indicates arrest and conviction for a felony that was not previously disclosed to the campus-based program coordinator and/or the Program Manager.

C The program may release the member **due to compelling personal circumstances** if:

- (1) The member has a serious injury or illness that makes completing the term impossible;
- (2) There is a serious injury, illness or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member;
- (3) The member is drafted by the Armed Services of the United States; or
- (4) Some other circumstance occurs that makes it impossible or very difficult for the member to complete the term of service and the program deems that circumstance to be compelling.

D The program does not consider any of the following to be compelling personal circumstances, and therefore the member would not be eligible for any of the Education Award should the member terminate for any of these reasons:

- (1) Terminating to go back to school or increase course load
- (2) Terminating to get a job
- (3) Terminating because the member finds that the member does not enjoy the work
- (4) Terminating because of the amount of the living allowance
- (5) Terminating to move to another part of the country

E The program will suspend the member's term of service for the following reasons:

- (1) During the term of service the member has been convicted of a first offense of possession of a controlled substance. (If the member, however, demonstrates that the member has enrolled in an approved drug rehabilitation program, the member may resume the member's term of service. The member will not receive any credit for service hours missed.)

F The program may suspend the member's term of service for violating the provisions set forth in Section X, "Rules of Conduct," paragraph **A.8**, of this agreement.

G If the member discontinues the term of service for any reason other than a release for compelling personal circumstances as described in paragraph **C** above, the member will cease to receive the benefits described in Section V and will receive no portion of the Education Award or interest payments.

H If the member discontinues the term of service due to compelling personal circumstances as described in paragraph **C** above, the member will cease to receive benefits described in Section V. If, however, the member has completed at least 15% of the required service hours, the member may be eligible to receive a pro-rated portion of the education award or interest payments.