



## Montana Campus Compact

## AmeriCorps Member Agreement

*Each signature on the MTCC Member Agreement Certification Form constitutes an agreement to comply with all Program requirements as outlined in this MTCC Member Agreement. Any party should not sign the MTCC Member Agreement Certification Form without reviewing and understanding the detailed terms outlined in this MTCC member Agreement and all Program policies and procedures.*

### A. Purpose

The purpose of this agreement is to delineate the terms, conditions, and rules of AmeriCorps Membership regarding the participation of the AmeriCorps Member (hereinafter referred to as the "MTCC Member") in the MTCC AmeriCorps program (hereinafter referred to as the "Program").

### B. Definitions

MTCC Member: MTCC member refers to the AmeriCorps Member serving in the Program. MTCC Members are considered volunteers and are not employees of their Host Site, Program Administrating Agency, Fiscal Agent, or the federal government.

Host Site: Host Site refers to the college/university or community organization where the MTCC member is placed.

Site Supervisor: The Site Supervisor is the person responsible for overseeing the service of the MTCC member.

Program Administrating Agency: Program Administrating Agency refers to the organization(s) responsible for administering the Program. Montana Campus Compact serves as the Program Administrating Agency in Montana.

Vulnerable Populations: Children under 18, elderly over 60, and individuals with disabilities.

Recurring Access: Having contact with one or more of the above groups on more than one occasion.

Grant Manager: The Grant Manager is the person at the Program Administrating Agency responsible for the overall management of the Program.

Fiscal Agent: The Fiscal Agent refers to the organization responsible for the overall fiscal management of the Program. University of Montana serves as the Fiscal Agent for the Program.

AmeriCorps, the Agency formerly Corporation for National and Community Service (CNCS): An agency of the federal government that funds AmeriCorps and other national service programs. AmeriCorps, the Agency may be referred to as the Agency or AmeriCorps.

AmeriCorps: AmeriCorps is a program of the former CNCS that provides opportunities for Americans to serve in communities.

AmeriCorps College Coaches: AmeriCorps members serving full time for 1,750 hours for 11 months.

AmeriCorps Part-College Coach: Current college student AmeriCorps members serving part-time for the academic year or full year for 300 to 450 hours. Members serving only in the summer months are also considered AmeriCorps Part-Time College Coaches regardless of whether or not they are serving full-time and receiving a living allowance. Summer member can be recent high school graduates, college students or community members that meet the minimum qualifications noted in C. Minimum Qualifications.

### **C. Minimum Qualifications**

The MTCC member certifies that she/he/they meets the minimum qualifications to serve in the Program. To meet the minimum qualifications, a Member must:

1. Be a United States citizen, a United States national, or lawful permanent resident alien of the United States;
2. Be at least 17 years of age at the commencement of service;
3. Have a high school diploma or equivalency certificate (GED) or work towards obtaining one while in the Program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award; and
4. Is not a registered sex offender or does not have a felony murder conviction.
5. Not be attending school or working full time. A MTCC College Coach may take up to 8 credits per quarter/semester and work part-time, outside of standard AmeriCorps service hours with the approval of their supervisor and the Program. MTCC Part-Time College Coaches are current college students.

### **ADA/EOE/AA/Veteran's Preference**

Reasonable accommodations are provided in the hiring process for persons with disabilities. As an Equal Opportunity/Affirmative Action employer, we encourage applications from minorities, veterans, and women. Qualified candidates may request veterans' or disabilities preference in accordance with state law.

### **D. Sex Offender/Criminal Background Checks**

The MTCC member agrees to have a state repository criminal record check (state of residence/state of service), an FBI fingerprint check, and a National Sex Offender Public Registry check completed before the member can be enrolled as a MTCC member in the Program. MTCC uses Truescreen and Fieldprint vendors to complete these criminal history checks for new members. Members will be provided steps to complete the checks through these vendors and are asked to complete these steps in a timely manner.

If the MTCC member is registered as a sex offender or has a felony murder conviction, they cannot participate in the Program. Other offenses will be reviewed on a case-by-case basis to determine suitability to participate in the Program and to serve at a particular site.

Selection for service for a position specified in [§ 2540.201\(a\)](#) is contingent upon the organization's review of the National Service Criminal History Check component results.

## E. Terms of Service

1. The MTCC member's term of service dates are reflected on the Agreement Form.
2. The MTCC member is required to serve a minimum of 1,750 hours (College Coach); 300 or 450 hours (Part-time College Coach) to be completed on or before July 31;
3. The MTCC member understands that to successfully complete the term of service as defined by the Program and in accordance with AmeriCorps regulations, Members must also:
  - ensure satisfactory completion of service assignments, tasks, and projects
  - submit all required documents including enrollment forms, time logs, exit forms, and assessment documents
  - participate in all orientations and trainings
  - comply with all Program policies and procedures
  - adhere to Program's Standards of Conduct
4. The MTCC member understands that to be eligible to serve a second term of service the MTCC member must complete a first term of service, receive satisfactory performance reviews for any previous term of service, and demonstrate strong leadership skills. The MTCC member understands that mere eligibility for an additional term of service does not guarantee selection or placement.

## F. Living Allowance (College Coach and Senior Leader Only) and Benefits

**Volunteer Status:** MTCC members are considered volunteers and are not employees of the Host Sites, Program Administration Agency, Fiscal Agent, or federal government. Hours served and living allowance earned with the Program are specifically excluded from credit for unemployment compensation.

**Living Allowance:** The living allowance is designed to help the MTCC member meet necessary living expenses incurred while participating in the Program. The living allowance is not considered to be, or tied to, an hourly wage and should not fluctuate based on the hours served in a given time period. MTCC members may not fundraise for their living allowance.

**Bi-Weekly Pay:** The MTCC member will receive a bi-weekly living allowance based upon the pay schedule of the University of Montana. Member(s) can sign up for direct deposit through the required form, included in the HR paperwork. If direct deposit is not selected, the allowance check will be mailed to the address provided on the hiring paperwork.

**Deductions:** The Members' living allowance is subject to deductions for: federal income tax, state tax (if applicable), medical aid (Workers' Compensation), OASI (Social Security), and Medicare. Withholding deductions will vary according to the number of deductions claimed on the W-4.

**Workers' Compensation:** Members are covered by the Department of Labor and Industries Workers' Compensation for service-related accidents. Coverage provides compensation for illness or injury if it is caused or aggravated by the MTCC member's authorized duties. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the MTCC member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others. This coverage will pay benefits to the MTCC member in case of injury while performing the usual and customary duties of their service assignment. Accidents should be reported to the Site Supervisor immediately.

**Health Insurance:** Full-time MTCC members who are not covered by a healthcare policy at the beginning of their service is eligible to receive healthcare insurance. Family Members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for MTCC member's since they are not considered employees of their Host Sites, Program Administration Agency, Fiscal Agent or the federal government. Detailed information about the AmeriCorps health insurance policy can also be found on the Program website.

**Childcare:** Full-time MTCC members may be eligible to receive a childcare subsidy while participating in national service. Detailed information about the AmeriCorps childcare subsidy can also be found on the Program website. MTCC members utilizing this benefit need to inform the MTCC Staff if they are approved for this program.

**Employment:** MTCC members are permitted to find part-time work pending Site Supervisor approval. If a MTCC member does decide to take on a part-time job they will acknowledge that their AmeriCorps service takes priority over their part-time work. Hours spent at a job will not constitute an excused absence from required site-specific responsibilities or trainings. MTCC members can work up to 16 hours per week but this work will be restricted to evenings and weekends and cannot be detrimental to the quality of their AmeriCorps service.

**Education Award:** Upon successful completion of the MTCC member's term of service, the MTCC member will receive an [education award](#) from the National Service Trust. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education (including certain vocational programs), or for members 55 and older at the commencement of their term of service, they may transfer their education award to a child, grandchild, or foster child in accordance with the guidelines of AmeriCorps, the Agency. The education award is valid for seven years after the date the MTCC member completed the Program and the education award is taxable at the time it is used.

In addition:

- A. If the MTCC member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the MTCC member agrees to obtain a high school diploma or its equivalent before using the education award.
- B. The MTCC member understands that failure to disclose any history of having been released for cause from another AmeriCorps program may render the MTCC member ineligible to receive the education award.

**Loan Forbearance:** MTCC members are eligible to have the repayment of certain qualified student loans deferred while they serve in AmeriCorps. During a period of forbearance (loan deferment), MTCC members do not have to make payments on qualified loans, although interest continues to accrue. MTCC members must request forbearance from their loan holder through their My AmeriCorps online account. Members must register for their online account at the beginning of their term of service. The National Service Trust does not grant forbearance the Trust merely verifies Membership in AmeriCorps and forwards the documents to the loan holder. Student loans that are in default may not be eligible for forbearance.

**Payment of Interest on Qualified Student Loans:** Upon successful completion of a term of service, the National Service Trust will pay, on behalf of the borrower (MTCC member), all or a portion of the interest that accrued on a qualified student loan during the Member's term of service. A qualified student loan is: 1) any loan, made,

Insured, or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; 2) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and 3) any loan determined by a Title IV institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency. The loan must have been in forbearance, deferment, or a grace period during this period. Payment will only be made to the loan holder. The payment, like payments from the MTCC member's education award, is considered taxable income in the year the payment is made.

If the MTCC member obtains loan forbearance at the beginning of their term of service, they must submit an Interest Accrual Form to their loan holder up to 30 days before their term of service ends. This is done through the [My AmeriCorps](#) online account. The loan holder will complete the applicable portion of the form, compute the total accrued interest, and send it to the Trust for payment. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is in addition to the education award and is taxable.

## **G. Member Development**

**Core Training:** All MTCC members of the Program will receive training in core program components and on AmeriCorps/Program policies and procedures at a Pre-Service Orientation usually scheduled at beginning of September.

**Trainings:** The Program provides several trainings throughout the program year, some of the training may be online or through webinar. The trainings are Pre-Service Orientation, Building Engaged Citizens, Community Building Institute, AmeriCorps Symposium, and Close of Service. The trainings may require overnight travel and full attendance and participation are mandatory.

**Position Description:** MTCC members will receive a Position Description for their service experience from the Host Site Supervisor. At a minimum, the Position Description includes the typical hours of service, location of service, name and phone number for the on-site supervisor, and a description of the MTCC member's service activities. Because of the diversity of the Program at the different Host Sites, the position descriptions are not included as part of the MTCC member agreement but will be provided to members individually.

**Service Logs and reporting requirements:** MTCC Members will complete service logs in the Program online time clock system (AmericaLearns) on a weekly basis. All time logs must be in compliance and approved by the Site Supervisor. The [AmericaLearns](#) will maintain records of your hours including your total hours served as well as the hours you will need to serve. If at any point during your service the average number of hours needed to complete your term per week exceeds 40, you and your site supervisor will be required to submit a plan of action to the AmeriCorps Program Manager. The plan should detail how you are going to complete your service hours and must be approved by the AmeriCorps Program Manager.

In addition to service logs, members are responsible for submitting monthly progress reports and mid-term and exit evaluations to the Program in accordance with the Program schedule.

**Performance Evaluations:** MTCC members and Site Supervisors will complete two evaluations during the term of service. At a minimum, evaluations are due mid-term and end-of-term. The Site Supervisors and the MTCC member will reflect on the MTCC member's progress and skill development and determine if they are on track

to complete the required service hours and responsibilities. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

**Beneficiary Pre and Post Surveys:** MTCC members and Site Supervisors will conduct pre and post surveys with beneficiaries over the program year. The MTCC member and Site Supervisor can deem it appropriate to conduct more than one survey each program year, depending on program requirements (i.e., start dates, end dates). Parental surveys will be provided and should be conducted as appropriate to gauge parental understanding of programming.

## **H. Prohibited Activities**

**I. Prohibited Activities:** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, the Agency, staff, and Members may not engage in the following activities (see [45 CFR § 2520.65](#)):

- a. Attempting 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. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e. v. An organization engaged in the religious activities described in paragraph (g) of this section, unless AmeriCorps assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using AmeriCorps, the Agency funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as AmeriCorps, the Agency may prohibit. AmeriCorps Members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

**II. Distracted Driving:** As per Montana Secretary of State 2.6.210 Cell Phone Use, (1) individuals shall drive in a careful and prudent manner so as not to unduly or unreasonably endanger the life, limb, property, or rights of a person entitled to use a street or highway.

As per Executive Order 13513 (2) text messaging while driving is prohibited. "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (3) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

## **I. Standards of Conduct and Disciplinary Guidelines**

The following Standards of Conduct have been developed to provide Members and Site Supervisors with standards regarding required behavior and disciplinary steps for improper conduct while serving as an AmeriCorps Member with the Program. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the Host Site or its project, will be subject to review by the Site Supervisor and Grant Manager and disciplinary action may be taken.

If Members violate the Standards of Conduct, progressive discipline steps will be implemented. However, **in some cases, depending on the severity of the violation, Site Supervisors may forgo verbal and written warnings and suspend or discharge the Member.**

Site supervisors and the Program Manager are responsible for determining the severity of the violation and for determining the appropriate disciplinary action. In the case where Members are suspended, the Site Supervisor will determine the number of days of suspension.

The Member understands that the following Standards of Conduct are required and failure to follow them will result in disciplinary action:

### **Group A**

- Be honest, act respectfully, and model integrity
- Act professionally and ethically
- Follow Site Supervisor's and Grant Manager's instructions and perform responsibilities to the best of your ability
- Comply with the rules and standards of the Host Site
- Adhere to dress codes and grooming standards of the Host Site
- Notify Site Supervisor of intent to be late or absent within 30 minutes of scheduled start time - must have reasonable cause
- Request permission from Site Supervisor before leaving Host Site

- Follow all AmeriCorps policies/procedures
- Wear AmeriCorps service gear while at the Host Site or in the community while performing responsibilities as an AmeriCorps Member
- Do not use inappropriate language (i.e. profanity)
- Do not participate in AmeriCorps Prohibited Activities (listed in this Agreement)

### **Disciplinary Guidelines for Violations of Group A Standards of Conduct**

1. First Offense: Verbal Warning
2. Second Offense: Written Warning or Suspension (depending on severity of offense)
3. Third Offense: Discharge

### **Group B**

- Do not have sexual relations or be perceived to be having sexual relations with college student coaches, Site Supervisors, or other participants of the Program
- Do not falsify time logs or other program records
- Abide by Civil Rights and Non-Harassment Policy
- Abide by Drug Free Work Place Act
- Do not have unexcused absence from service assignment for three consecutive days
- Do not engage in any activity that may physically or emotionally damage other Members, students, mentees, Site Supervisors, staff, or other people from the community
- Follow all local, state, and federal laws
- Notify Site Supervisor/program staff immediately of criminal arrest/conviction while serving as a Member

### **Disciplinary Guidelines for Violations of Group B Standards of Conduct**

1. First Offense: Immediate Suspension or Discharge

### **J. Drug Free Workplace Act**

Member is required to sign a Drug Free Workplace Agreement. In accordance with the Drug Free Workplace Act, the Program prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. Alcohol and drug abuse adversely affect health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. Therefore, the Program prohibits illegal drug or alcohol abuse on the part of its Members. The Site Supervisor, Program Grant Manager and/or other administrative staff may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Site Supervisor and Grant Manager in writing within five days. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the Agency rules on termination and suspension of service.

### **K. Non-Duplication and Non-displacement**

§ 2540.100 What restrictions govern the use of AmeriCorps, the Agency assistance?



(a) Supplantation: AmeriCorps assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive AmeriCorps support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year.

(b) Religious use: AmeriCorps assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

(c) Political activity: AmeriCorps assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State or local election to public office.

(d) Contracts or collective bargaining agreements: AmeriCorps assistance may not be used to impair existing contracts for services or collective bargaining agreements.

(e) Nonduplication: AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) Nondisplacement:

- (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
- (2) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
- (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- (4) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
  - i. Will supplant the hiring of employed workers; or
  - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
  - i. Presently employed worker;
  - ii. (ii) Employee who recently resigned or was discharged;
  - iii. (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - iv. (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - v. (v) Employee who is on strike or who is being locked out.

## **L. Fundraising Policy**

§2520.40 Under what circumstances may AmeriCorps members in my program raise resources?

(a) AmeriCorps members may raise resources directly in support of your program's service activities.

(b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- (5) Seeking donations from alumni of the program for specific service projects being performed by current members.

(c) AmeriCorps members may not:

- (1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
- (2) Write a grant application to AmeriCorps, the Agency or to any other Federal agency.

## **M. Civil Rights and Non-Harassment Policy**

AmeriCorps, the Agency has zero tolerance for the harassment of any individual or group of individuals for any reason. AmeriCorps is committed to treating all persons with dignity and respect. The Agency prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from the Agency, must be free from all forms of harassment. Whether in AmeriCorps offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any AmeriCorps employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero-tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display

of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from an employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

It is expected that supervisors and Directors of AmeriCorps programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. The Agency will not tolerate retaliation against a person who raises harassment concerns in good faith. Any AmeriCorps employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from AmeriCorps and all other Federal agencies.

Any person who believes that they have been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through <http://www.nationalservice.gov/>.

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, sexual orientation or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of AmeriCorps, the Agency. If you believe that you or others have been discriminated against, or if you want more information, contact:

Grant Specialist  
The Governor's Office of Community Service  
P.O. Box 200801  
Helena, MT 59620-0801  
(406) 444-9077 (phone)  
[serve@mt.gov](mailto:serve@mt.gov)

OR:

Office of Civil Rights and Inclusiveness  
AmeriCorps, the Agency  
1201 New York Avenue, NW  
Washington, DC 20525  
(800) 833-3722 (TTY and reasonable  
accommodation line  
(202) 565-3465 (fax)

## **N. Release from Term of Service/Suspension**

### **Reasons for Release from Term of Service**

The Member understands that they may be released for the following two reasons:

1. For "compelling personal circumstances" (as explained below)

## 2. For "cause" (as explained below)

### **Release from Term of Service due to “Compelling Personal Circumstance”:**

The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service. The Member must submit a written or email request for termination for compelling personal circumstances to the MTCC AmeriCorps Program Manager or designee. A Member who leaves the Program without obtaining a release for compelling personal circumstances is considered released for cause. The Program Administration Agency is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award. The Member understands that, as a result of this action, they may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.

“Compelling personal circumstances” include those that are beyond the Member’s control, such as, but not limited to:

- a Member’s disability or serious illness that make completing the term impossible;
- a Member’s mental health which makes complete the term impossible;
- disability, serious illness, or death of a Member’s family Member if this makes completing the term unreasonably difficult or impossible;
- military service obligations; or
- conditions attributable to the Program or otherwise unforeseeable and beyond the Member’s control, such as relocation of a spouse, natural disaster, a strike, or the nonrenewal or premature closing of the project.

Compelling personal circumstances do not include leaving the Program:

- to enroll in school;
- to obtain employment; or
- because of dissatisfaction with the Program.

If the Member discontinues his/her term of service due to compelling personal circumstances, the Member will cease to receive benefits described in this Agreement. If the Member discontinues do to acceptable compelling personal circumstances and has served more than 15% of the service hours, she/he/they may be eligible to receive a partial education award.

### **Release from Term of Service due to “Cause”:**

A release for cause encompasses circumstances other than personal and compelling circumstances that warrant a Member’s release prior to completing the term of service. Members can be released from the Program for violating Standards of Conduct including violating Program policies and procedures. A Member is also considered released for “cause” if the Member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.

If the Member is released for cause from his/her/their term of service, the Member will cease to receive benefits described in this Agreement and will not be eligible to receive a full or partial education award.

### **Suspension to Investigate Situations that may Result in Release for Cause:**

For serious allegations that may require the Site Supervisor and Program staff to conduct an investigation before determining if the Member should be released for cause, the Member may be suspended for up to 30 days. The Site Supervisor must consult with the Program Administration Agency before suspending the Member. During the suspension period, the Member's living allowance will be suspended but shall accrue and health insurance will continue. Childcare benefits will be discontinued. Should the Member be reinstated with full rights, the living allowance that accrued during the suspension will be paid to the Member during the next scheduled pay period. If the final determination is that the Member should be released for cause, the Member will not receive the accrued living allowance or any portion of an education award based on the time served in the Program. If the Member has obtained loan forbearance, the Agency will not pay any accrued interest, and the Member may be disqualified from future AmeriCorps service.

### **O. Service Expectations and Leave Situations:**

**Approved Absence:** College Coaches are expected to serve full-time, completing at least 40-45 hours weekly, in the spirit of a full-time AmeriCorps position. Service consists of three main components: Direct Service: the hands-on benefit to the community, portion of a member's time. Direct service must comprise at least 70% of a member's time. Member Development: training, professional development, guided reflection or other supervisor-approved activities designed to improve a member's capacity for doing AmeriCorps service. Member development may not exceed 20% of a member's time. Fundraising: supporting a program or initiative by seeking and securing financial resource and in-kind donations. Fundraising may not exceed 10% of a member's time.

MTCC College Coaches must serve at least 1,750 hours over the course of their term, though exceeding that total by 5-10% is typical. Full-time College Coaches who begin service in September are eligible for up to 5 sick days and 5 vacation days, to be reported to the AmeriCorps Program Manager and/or Senior Leader as they are used. College Coaches who begin mid-year or who sign on for a term of service that is less than 10 months will receive fewer sick and vacation days. If a member is ill, they must communicate with the site supervisor immediately and discuss the impact that being away from the office will have on their projects. Likewise vacation days must be approved by the site supervisor in advance, and service should always be prioritized over time off. Approved time off is contingent on whether the member's absence will negatively impact their projects, and whether the College Coach is on track to complete their service hours successfully. Approval will be determined on a case-by-case basis. Extended vacation/emergency leave (5 or more days) must be approved by the MTCC AmeriCorps Program Manager and Host Site Supervisor in advance. In the event that a host site is closed for an extended period of time, e.g. a holiday, the AmeriCorps member is not required to use vacation days. However, should a service site be closed for more than three business days the member is strongly encouraged to seek out an alternate site from which to serve, and may reach out to the Senior Leader or AmeriCorps Program Manager for assistance.

**Suspension:** Members may be temporarily suspended for disciplinary reasons for violating the Standards of Conduct as outlined in this Agreement. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for a post service education award.

**Administrative Hold Status:** “Administrative Hold Status” exists any time a Member is not serving at a Host Site yet remains enrolled in the Program. Administrative Hold Status may be for a maximum of 30 days. Hours will not be credited toward the total service hours required for a post-service education award. Medical benefits will be continued during a period of Administrative Hold, but the Member’s living allowance and childcare benefits will be discontinued.

**Holiday Leave:** The Member is entitled to the same federal holidays as employees of the host site without affecting their living allowance. However, holiday hours do not count toward the service hours required for a post-service education award. Extra care should be taken to ensure that the Member is fully aware of Host Site’s holidays prior to starting a term of service. School breaks, including winter, summer, and spring break, are not extended to the Member as breaks. The Member should have an adequate work plan in place to ensure she/he/they engage in meaningful service activities during school break periods.

**Family Medical Leave:** Up to 12 weeks, unpaid medical leave may be granted during the Member’s term of service for the following reasons:

1. the birth of a child
2. the placement of a child with an AmeriCorps Member through adoption or foster care
3. serious illness of an AmeriCorps Member’s spouse, child or parent
4. serious illness preventing the AmeriCorps Member from performing essential service duties. According to AmeriCorps regulations, a serious health condition is an illness requiring inpatient care or continuing treatment by a health care provider.

During this period, medical benefits will continue, but the Member will not receive a living allowance or childcare benefits and hours will not be credited toward the total service hours required for a post-service education award.

**Military Leave:** Members serving in the National Guard or Reserve should be granted a leave of absence for a two-week period of active duty training. Members may not receive additional time off for training beyond the two-week active duty-training period. Members will continue to receive their living allowance, childcare, and medical benefits during this period and will receive credit toward the service hours required for a post-service education award.

**Jury Duty:** Serving on a jury is an important responsibility of citizenship. To strengthen the spirit of citizenship, Members are encouraged to serve on jury duty and will not be penalized for doing so. During the time Member serve as jurors, they will continue to earn service hours, and receive their living allowance, health, and childcare benefits. They may also keep reimbursements for incidental expenses received from the court.

## **P. Grievance Policy and Procedures**

The Member understands that, as a participant of the Program she/he/they may file a grievance in accordance with the Program’s grievance procedure. Federal regulations at 45 CFR § 1225 set forth the exclusive procedure for AmeriCorps participants to exhaust when they wish to file allegations of discrimination against the Agency, Host Site, Program Administration Agency, or Program Fiscal Agent, based on race, color, national origin, religion, age, sex, handicap, or political affiliation, that arise in connection with their recruitment, selection, placement, service, suspension, or termination from the AmeriCorps Program.

Any volunteer, service participant, client, employee or beneficiary who believes they have been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise concerns with AmeriCorps, the Agency Equal Opportunity Office. However, discrimination claims not brought to the attention of the Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. The Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), [eo@cns.gov](mailto:eo@cns.gov). The Equal Opportunity Office attempts to resolve concerns about discrimination promptly and when possible use an informal conciliation process to do so. The Agency encourages, but does not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the Program or project. The Agency encourages directors of programs and projects to facilitate prompt resolution of these concerns. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Agency immediately <http://americorps.gov/contact>

The affected Member seeking personal relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues, such as assignments, evaluations, suspension, or release of cause, may follow the following grievance procedure:

### **Informal Grievance Process (Options 1-3)**

**Option 1: Resolution through Immediate Supervisor** Within 7 days of the underlying dispute, the aggrieved Member refers the complaint to the immediate supervisor who will attempt to resolve the complaint. If the matter is resolved, and a written agreement is reached, the Member will agree to forego filing a formal grievance in the matter under consideration. If the grievance is not resolved, the Site Supervisor must inform the aggrieved Member of the right to file a formal grievance.

*If Option 1 did not resolve the issue, then the Member can consider Options 2, 3, or file a formal grievance (Options 4 or 5)*

**Option 2: Written Grievance to Grant Manager** Within 14 days of the underlying dispute, the aggrieved Member submits a written grievance that outlines the details of the complaint to the Grant Manager of the administering agency. The Grant Manager will attempt to resolve the complaint through informal mediation or facilitation. If the matter is resolved, and a written agreement is reached, the Member will agree to forego filing a formal grievance in the matter under consideration. If the grievance is not resolved, the Grant Manager must inform the aggrieved Member of the right to file a formal grievance.

*If Option 2 did not resolve the issue, then the Member can consider Options 3, or file a formal grievance (Options 4 or 5).*

**Option 3: Alternative Dispute Resolution (ADR)** The aggrieved Member may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 calendar days of the date of the alleged occurrence. The Member submits a written request to have a neutral party designated by the Program Administering Agency attempt to facilitate a mutually agreeable resolution to the program director at the Program Administration Agency. At the initial session of the ADR proceedings, the Member must be advised in writing of the right to file a grievance and right to arbitration.

The neutral party who, with respect to the issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not

compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a formal grievance in the matter under consideration. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of the right to file a formal grievance.

*If Option 3 did not resolve the issue, then Member can file a Formal Grievance (Options 4 or 5).*

### **Formal Grievance Process (Options 4-5)**

**Option 4: Grievance Hearing** Within one year after the date of the underlying dispute, the aggrieved Member may submit a written request for a Grievance Hearing to the executive director of the Program administering agency. The executive director (or a neutral designee) will conduct the grievance 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 grievance-hearing request was submitted. A written decision must be made no later than 60 calendar days after filing.

**Option 5: Binding Arbitration** If there is an adverse decision against the party who filed the grievance, or no decision has been reached within 60 calendar days after the filing of a grievance (Step 4), the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties. If the parties cannot agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the AMERICORPS Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the AmeriCorps Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

### **Q. Miscellaneous Items**

**Appropriate Use of the AmeriCorps Name and Logo:** The phrase "The AmeriCorps National Service Network" or an "AmeriCorps Program" and the slogan "Getting Things Done" <sup>™</sup> may only be used on materials in accordance with AmeriCorps guidelines and requirements. The AmeriCorps logo cannot be altered.

**E-mail and Internet Usage:** Each Host Site provides telecommunication technology equipment to their Members to assist in the performance of their official duties. The equipment shall be used only for business purposes and Members must adhere to the policies provided by the Host Site. Improper or illegal use of e-mail or Internet resources poses serious risk and liability to the AmeriCorps Member and Service Site.



**Employee Displacement:** Host Sites may not permit a Member to fill in for an absent employee. By law, Members may not under any circumstances perform services, duties, or activities that had been assigned to an employee or to an employee who has recently resigned or been discharged.

Projects may not use a Member in a way that will displace an employee or infringe upon an employee's promotional opportunities.

**Reasonable Accommodation:** Programs and activities must be accessible to persons with disabilities, and the Host Site must provide reasonable accommodations to the known mental or physical disabilities of otherwise qualified Members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

**Informed Consent:** The Member assigns all rights to the Host Site, Program Administration Agency, Fiscal Agent, and AmeriCorps to use the members name, photograph and/or video recordings, social media posts, and other identifying information for publicity or promotional purposes. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

**Nepotism:** Related persons may work at the same agency or Host Site, however, Site Supervisors must avoid placing them in supervisor-supervisee relationships or other roles that could lead to a conflict of interest. Site supervisors should not extend any "anti-nepotism policy" to the point where it unlawfully results in discrimination or preferential treatment.

**Service Gear:** All Members represent AmeriCorps, the Host Site, and the Administering Agency whenever they are serving in the Program and therefore Members should wear AmeriCorps identification gear during service hours.

**Use of Vehicles:** If the Host Site reimburses Members for use of a personal vehicle in the performance of their service duties, the Host Site must require the Member to submit proof of valid driver's license and maintain current proof of insurance.