



AmeriCorps

# Rural Alaska Community Action Program, Inc.

## Memorandum of Agreement Between RurAL CAP and Partner Organization

The purpose of this agreement is to detail the responsibilities of Rural Alaska Community Action Program’s Resilient Alaska Youth Program, hereinafter referred to as “RurAL CAP” and hereinafter referred to as the “Partner Organization” as well as partner organization staff that will oversee the AmeriCorps member during their term of service, hereinafter referred to as “Site Supervisor”, and “Alternate Site Supervisor” regarding the selection and supervision of an AmeriCorps member.

The Partner Organization and RurAL CAP have selected one AmeriCorps Member to serve at the Partner Organization in the Resilient Alaska Youth AmeriCorps Program for the term of \_\_\_\_\_ to \_\_\_\_\_.

### Partner Organization Information:

<b>Address:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	

- I. The sponsoring Partner Organization and RurAL CAP have selected an AmeriCorps member(s) to conduct community projects and program assistance.
- II. The parties agree to the following:

### The Partner Organization:

1. Will provide the AmeriCorps Member with an in-kind donation of office space, office supplies, postage, telephone, fax, computer, internet access and clerical support.
2. Will assure that the Member follows all AmeriCorps policies, including prohibited activities as listed below.
- 3. Will provide a local Site Supervisor for the AmeriCorps Member who commits to supervising and meeting with the member at the very least a minimum of 1 hour/ week (and more depending on the need of the AmeriCorps member).**
4. Will follow AmeriCorps branding guidelines which specify the following details for communications:
  - a. Always capitalize the A and C without a space between Ameri and Corps, so it reads AmeriCorps
  - b. When referring to AmeriCorps members, do not capitalize the m in members. It should read AmeriCorps members
  - c. Never abbreviate AmeriCorps
  - d. Use AmeriCorps member when referring to an individual serving in a State and National Program
  - e. Will not use the word “work” but instead use “service” to refer to AmeriCorps member’s activities. For example: The AmeriCorps member is serving at the (name of partner organization).

The complete guidelines for AmeriCorps branding can be found [here](#)

**Site supervisor Information**

<b>Name:</b>	
<b>Title</b>	
<b>Address:</b>	
<b>Phone</b>	
<b>Email:</b>	

**Alternate Site Supervisor**

<b>Name:</b>	
<b>Title</b>	
<b>Address:</b>	
<b>Phone</b>	
<b>Email:</b>	

**The Site Supervisor/Alternate:**

1. Will complete an online orientation yearly at the beginning of the member's service term.
2. Will develop a Community Work Plan with goals and objectives mutually agreed upon by RurAL CAP, the Partner Organization, and the AmeriCorps Member. The work plan will serve as an extension of the AmeriCorps Members' position description. The Community Work Plan must include administering a youth survey, and regular youth activities. The member will be held accountable for carrying out the Community Work Plan.
3. Will review and approve the Member's timesheets in the online OnCorps system *semi-monthly*. Review and approve all other reports, such as the monthly reports, sign-in documents, etc. in a timely manner.
4. Will complete and turn in the Mid-Year and End of Service Member Evaluations by the deadline provided by RurAL CAP. Will review them with the Member.
5. Will serve as an on-site supervisor to the AmeriCorps member(s) and assure that the Member(s) follows all AmeriCorps policies, including prohibited activities as listed below.
6. Will document any challenges with the AmeriCorps member and action taken to address the situation.
7. Will report any misconduct or policy violation by AmeriCorps member to RurAL CAP AmeriCorps staff and will work closely with RurAL CAP AmeriCorps staff for disciplinary actions.
8. Acknowledges that RurAL CAP AmeriCorps Staff will have final say in exiting a member.
9. Will introduce the AmeriCorps Member to the community, in particular potential partners in the community. Will also provide training and guidance to the AmeriCorps Member in protocol of engaging with the community and other interested agencies which would include an overview of community and regional resources. Assist with partnership development with these resources.
10. Will foster community involvement, support, and community ownership of the AmeriCorps Program, provide active support and participation in project activities and provide assistance to coordinate youth activities and meetings.
11. Will maintain open communication with the RurAL CAP AmeriCorps Staff, including *at least* monthly conversations.

### **III. Prohibited Activities:**

Prohibited Activities according to CNCS regulation 45 CFR 2520.65. The Site Supervisor and Partner Site Supervisor agree to ensure that the AmeriCorps Member does not participate in any of the activities listed below:

- (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 Federal office or the outcome of an election to a State or local 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 proselytization.
- (h) Providing a direct benefit to any:
  - (1) business organization for profit;
  - (2) labor union;
  - (3) partisan political organization;
  - (4) 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 paragraph shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (5) organization engaged in the religious activities described in (g) above, unless the position is not used to support those religious activities.
- (i) Providing abortion services or referrals for receipts of such services.
- (j) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive.
- (k) Carrying out such other activities as the Corporation 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-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

In addition to the above activities, the below activities are additionally prohibited:

**Census Activities.** AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

**Election and Polling Activities.** AmeriCorps member may not provide services for election or polling locations or in support of such activities.

***Ineligibility.*** No assistance provided under this subtitle may be provided to any organization that has violated a Federal criminal statute.

***Nonduplication.*** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of Nondisplacement (below) are met, Corporation 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.

***Non-Displacement.***

(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 Corporation assistance.

(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation 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 Corporation 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) Employee who recently resigned or was discharged;
- (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) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
- (v) Employee who is on strike or who is being locked out.

**Initial here that you read and understand Non-Displacement**

***Fundraising***

(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 the Corporation or to any other Federal agency.
- (3) Spend more than ten percent of his or her service hours performing fundraising activities.

***The Site Supervisors agree to ensure that the prohibited activities listed in Section III. of this agreement are not performed by the AmeriCorps Member serving at the partner organization.***

**Site Supervisor Initials** \_\_\_\_\_

#### **IV. RurAL CAP YOUTH/MEMBER SAFETY POLICIES**

RurAL CAP will institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

##### **Client Transportation**

RurAL CAP does not allow members to transport clients in their own vehicles. Members can provide transportation to clients if using an agency approved vehicle and approved by the sponsoring agency. Proof of insurance must cover Member and must meet the minimum legal requirements for the state of Alaska.

##### **Home Visits**

RurAL CAP does not allow AmeriCorps members to perform home visits unaccompanied. Sites are required to ensure unaccompanied home visits are not part of the member's service activities.

##### **Boating/Water Safety**

All participants, including youth, adult volunteers, and AmeriCorps members, must wear life jackets when recreating on water during RAY programming. At minimum two adults must be present, the AmeriCorps member and at least one additional adult chaperone per 10 youth participating – additional adult chaperones are required for each additional group of 10 youth. The AmeriCorps member must submit a safety plan to the RurAL CAP program coordinator and receive written approval before event.

##### **Subsistence/Hunting/Firearms**

Firearms are permitted only for the purposes of safety and/or subsistence education, and must be used only by a trained adult using standard safety protocol. The firearm must remain in possession of the responsible adult at all times.

##### **Other Potential Safety Risks**

RAY members must consult with both the RAY program and partner organization site supervisor to create a safety plan and receive approval before engaging in any other youth events containing significant potential safety risks. Members may not participate in projects that pose undue safety risks.

*The Site Supervisors agree to ensure that the AmeriCorps member will abide by these safety policies while serving at the partner organization.*

Site Supervisor Initials \_\_\_\_\_

#### **V. RurAL CAP will:**

1. Support the full-time RAY AmeriCorps Member to fulfill duties as described in the Community Work Plan developed by the Partner Organization, Supervisor(s), Member, and RurAL CAP.
2. Provide travel funds for the AmeriCorps Member to attend Orientation and In-Service training events organized by RurAL CAP, as funding allows.
3. Provide Site Supervisors with the online orientation and teleconference for discussion and review.
4. Provide Quarterly Progress Reports to the Serve Alaska Commission, AmeriCorps, and all other funders.
5. Act as a liaison between the Partner Organization, Supervisor(s) and AmeriCorps Member and Serve Alaska and AmeriCorps the agency.

6. Provide technical training for the AmeriCorps Member, including training related to engaging 10-18 year old youth in positive skill-building activities.
7. Provide support to the AmeriCorps Member, Supervisor(s) and Partner Organization through resources, referrals, weekly teleconferences and site visits provided by the RurAL CAP AmeriCorps Program Staff.
8. Review all reports submitted by the Member and Site Supervisor to assure that the Member follows all AmeriCorps policies, including prohibited activities.
9. Review all timesheets submitted by the Member and approved by the Site Supervisor and approve for twice monthly living allowance payments to the Member.
10. Provide weekly communication with the AmeriCorps Member and monthly with the Site Supervisor.

**VI.** The terms and conditions of this Memorandum of Agreement shall take effect upon execution by the Partner Agency and RurAL CAP, and will continue in effect until amended or terminated in writing by mutual agreement or upon termination of the RAY AmeriCorps program, whichever is sooner.

**In Witness Whereof, the parties have executed this Agreement on the**

**\_\_\_\_\_ of \_\_\_\_\_, 2022.**

Site Supervisor Name	Title
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Signature	Date
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Partner Organization Representative With Signing Authority Name	Title
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Signature	Date
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Tiel Smith RurAL CAP Representative Name	Chief Executive Officer Title
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Signature	Date
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