

2010/2011 Campus Corps Member Agreement

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



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SECTION 1 (Program Information)

I MISSION & VISION

The mission of the Montana Campus Corps program is to actively engage college students in meeting community-identified needs through meaningful service. Campus Corps AmeriCorps members participate in and coordinate service initiatives and work to engage other students in service that benefits the community, both on and off campus. Sponsored by the Montana Campus Compact (MTCC), a statewide service network of college campuses, Campus Corps offers academic departments an opportunity to incorporate service-learning pedagogy into curriculum by pairing together coursework, community-based service and civic reflection. The program 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's college campuses.

II DEFINITION OF TERMS

AmeriCorps: Created in 1993 by the National and Community Service Trust Act, AmeriCorps is the national service program through which more than 75,000 people actively address community problems each year. All Campus Corps members are AmeriCorps members.

Campus Corps Leaders: These individuals are non-student AmeriCorps members who serve in a full-time capacity as peer leaders among student Campus Corps Members. Leaders are not staff, but serve as a support system for student Members as they complete their terms of service with AmeriCorps.

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 are eligible to receive after successfully completing a term of service. Currently, an individual is able to earn a maximum of \$10,700 in Education Award dollars in his/her lifetime. The amounts of each award, based on service term, are:

- 1700-hour Term of Service = \$5,350
- 900-hour Term of Service = \$2,675
- 675-hour Term of Service = \$2,038
- 450-hour Term of Service = \$1,415
- 300-hour Term of Service = \$1,132

Montana Campus Corps: Launched in 1994, Campus Corps is an AmeriCorps State program within 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: Based at the MTCC network office in Missoula, these individuals oversee the daily management and operations of MTCC's statewide programs, such as Campus Corps and MTCC*VISTA.

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

Service Sites: Agencies, schools, non-profit organizations, hospitals and clinics, and other community agencies that develop and implement Campus Corps projects in partnership with campus-based faculty and staff. In most cases, a Campus Corps member's service is based primarily at the service site instead of on campus.

Service-Learning Members: Students who participate in Campus Corps as part of an academic course that includes both community-based service and civic reflection activities. These members fulfill their citizenship development requirements under the direction of a supervising faculty member within their department.

Service Team Members: Students who participate in Campus Corps as part of an extracurricular service commitment or community-based Work Study position. These members fulfill their Citizenship Development requirements as part of an extracurricular Service Team, under the direction of a Campus Corps Leader.

Stipend (or Living Allowance): A financial benefit designed to help Campus Corps Service Team Members and Leaders meet the necessary living expenses incurred while they are participating in AmeriCorps. The living allowance is not considered a wage and may not be distributed hourly (except in the case of Work Study Award recipients). Service-Learning Members receive college credit as part of their term of service and do not receive a stipend. Minimum living allowance rates for 2010-2011 are as follows:

- 1700-hour Term of Service = \$11,800
- 450-hour Term of Service = \$3,125
- 300-hour Term of Service = \$2,000 (Work Study)

Work Study Funds: Instead of an AmeriCorps 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 Member or Leader, minimum 1700 hours in 1 year
- Half-time Member, minimum 900 hours in up to 2 years
- Reduced Half-time Member, minimum 675 hours in 1 year
- Quarter-time Member, minimum 450 hours in 1 year
- Minimum-time Member, minimum 300 hours in 1 year

*All 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 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 required number of 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 term of service with any AmeriCorps program, the member must receive satisfactory performance reviews for any previous terms of service. The member may not serve more than four terms of service with the Montana Campus Corps program. The member's eligibility for any subsequent terms of service will be based on 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: successful completion of the minimum required number of service hours; fulfillment of all service assignments, tasks, training requirements and projects; and meeting any other criteria that were clearly communicated, either verbally or in writing, at the beginning of the member's term of service. The member understands, however, that eligibility for an additional term of service does not guarantee selection or placement.

IV LEAVE POLICIES

The member understands the following provisions 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 hourly requirement of the term of service).
- 2) Members are encouraged to vote and are eligible to vote during service hours, but may not count these hours toward their service commitments.
- 3) Members are allowed to serve on a jury, with no penalty imposed by the program, but may not count these hours toward their service commitments.
- 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. 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/GED (or be willing to earn an equivalency certificate during his/her term of service). 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 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
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** have been submitted to the enrolling office.
- C** The member understands that he/she cannot also be a paid employee of the campus or 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 History Check (CHC) to the extent permitted by law. Each member must authorize the enrolling office to initiate a CHC. There is the potential that the resulting 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 from service in any AmeriCorps program, including Campus Corps: identification on the National Sex Offender Public Registry, or a murder conviction.
- 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, in order to be considered for a Campus Corps member position, an individual must be currently enrolled as a student at a Montana college or university. Those applying for full-time 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 partner campuses and community partner agencies comply with all applicable federal and state anti-discrimination laws, including those requiring MTCC partner campuses and community partner agencies to provide reasonable accommodations and accessibility to members and applicants with disabilities, as well as to persons with disabilities who will be served by MTCC programs.
- B** Designated AmeriCorps personnel must be made aware of any disability in order to provide reasonable accommodations. It is up to the member to determine how much and to whom information about a disability is disclosed. Self-disclosure of a disability does not mean everyone will know about the disability; by law, this information must be kept confidential. Keep in mind however, that efforts to provide reasonable accommodations depend on the information provided. 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 employs a Disability Coordinator, who can maximize the service experiences of members with disabilities and provide guidance about volunteer opportunities. For more information, or to self-disclose a disability, contact Rebecca Steele, Governor's Office of Community Service (OCS) at 406-444-1384, resteele@mt.gov.

VII BENEFITS

A Living Allowances

Service Team Members earning a living allowance may receive either Work Study funds or an AmeriCorps stipend during the course of their service terms. Although the MTCC network office will not subsidize stipends for Service-Learning Members, a stipend or living allowance may be offered to these members using local funds.

(1) Stipend or AmeriCorps 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 2010-2011 program year, the minimum annual living allowance amounts are \$11,800 for full-time members (1700 hours), \$3,125 for quarter-time members (450 hours) and \$2,000 for minimum-time members (300 hours). Members enrolled in Service-Learning positions generally will not receive a stipend, but will still earn an AmeriCorps Education Award.

(2) Work Study

Service Team Members may receive a Work Study award instead of (or as a supplement to) a stipend. In some cases, the Work Study award may be greater than the minimum annual living allowance.

- (a) In cases where a member's financial aid status qualifies him/her 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 Service Team 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 a member's term of service, the member will be eligible to receive an Education Award of \$5,350 (1700-hour, Full-time), \$2,675 (900-hour, Half-time), \$2,038 (675-hour, Reduced Half-time), \$1,415 (450-hour, Quarter-time), or \$1,132 (300-hour, Minimum-time) from the National Service Trust.

- (1) The member understands that a failure to disclose 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 reporting and exit 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 a term of service and the member successfully completes his/her service commitments, 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 offers health care coverage for its full-time 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 members will not be eligible for Campus Corps-sponsored health care coverage. For eligible members, health care coverage includes the following:

- a. Physician services for illness or injury
- b. Hospital room and board
- c. Emergency room
- d. X-ray and laboratory
- e. Prescription drugs
- f. Limited mental/nervous disorders
- g. Limited substance abuse coverage
- h. An annual deductible of no more than \$250 charges per member
- i. No more than \$1,000 total annual out-of-pocket per member
- j. A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care
- k. A maximum benefit of at least \$50,000 per occurrence or cause

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 benefits underwritten specifically for full-time (1700-hour) Leaders and administered by an AmeriCorps benefits group insurance program
 - (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 hourly commitment)
 - (b) Retirement System
 - (c) Health Insurance through any other provider than that offered by MTCC
 - (d) Tuition remission

F Child Care

Full-time (1700-hour) Leaders may receive child care benefits administered through First Financial Associates 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 the program, 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 an organizer 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 written 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) The 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 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 grievance 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 Site Agreement & 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 host office, which include increasing the numbers of students active in community service
- (5) Participating in collecting and reporting data from the campus, service site, and the surrounding community to assist in performance measurement and program evaluation
- (6) Continually working toward the mastery of service leadership competencies through training and practical experience
- (7) Working toward developing a service ethic on campus and in the community
- (8) Assisting in 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 MTCC 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 own 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 or participate in 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. Members who neglect to submit timesheets for a period of more than 60 days may be released from service, due to inactivity.

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 or program-sponsored events.
- (3) Failure to wear appropriate clothing to service sites or program-sponsored events.
- (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 or service-learning coursework.
- (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 he/she 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 neglecting to submit timesheets 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 suspend a member's term **due to compelling personal circumstance** or release the member with a partial Education Award 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 may terminate a 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 his/her term of service. The member will not receive any credit for service hours missed.)
- F** The program may terminate 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.