



# Rural Alaska Community Action Program, Inc.

## Memorandum of Agreement Between RurAL CAP and Host 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 South East Island School District hereinafter referred to as the "Host Organization" as well as host 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 Host Organization and RurAL CAP will select an AmeriCorps Member to serve at the Host Organization in the Resilient Alaska Youth AmeriCorps Program for the term of September 4, 2019 to August 15, 2020

- I. The sponsoring Host Agency and RurAL CAP have selected one AmeriCorps Member (ACM) Eric Bazzett to provide community projects and program assistance.
- II. The parties agree to the following:

### The Host 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 ACM).

\*Site Supervisor Name, Position, Megan Fitzpatrick, *Megan Fitzpatrick*  
and Contact Information: mfitzpatrick@sisd.org

\*Alternate Site Supervisor Name, Position, Brian Krosschell, *Brian Krosschell*  
and Contact Information: bkrosschell@sisd.org, 907-828-8254

**The Site Supervisor/Alternate:**

1. Will complete an online orientation before the year of service begins and upon completion turn in an AmeriCorps competency survey.
2. Will develop an AmeriCorps Member Plan of Service with goals and objectives mutually agreed upon by RurAL CAP, the Host Organization, and the AmeriCorps Member. The work plan will serve as an extension of the AmeriCorps Members' position description. The Plan of Service must include administering a youth survey, and regular youth activities. The ACM will be held accountable for carrying out the Plan of Service.
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 assure that the Member follows all AmeriCorps policies, including prohibited activities as listed below.
6. 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.
7. 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.
8. Will maintain open communication with the AmeriCorps Staff at RurAL CAP, including *at least* twice monthly conversations.

**III. Prohibited Activities:**

Prohibited Activities according to CNCS regulation 45 CFR 2520.65. The Site Supervisor and Host 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.

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(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.

(l) 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.

***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.

***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 Corporation assistance.

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- (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 Nondisplacement**

Site Supervisor Initials

*MF*

Alternate Site Supervisor Initials *BK*

***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.

***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 host organization.***

Site Supervisor Initials MS

Alternate Site Supervisor Initials BK

**IV. RurAL CAP will:**

1. Support the full-time RAY AmeriCorps Member to fulfill duties as described in the Plan of Service developed by the Host 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, the Corporation for National and Community Service, and all other funders.
5. Act as a liaison between the Host Organization, Supervisor(s) and AmeriCorps Member and Serve Alaska and the Corporation for National and Community Service.
6. Provide technical training for the AmeriCorps Member, including training related to engaging 12-18 year old youth in positive skill-building activities.
7. Provide support to the AmeriCorps Member, Supervisor(s) and Host 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 twice monthly with the Site Supervisor.

Site Supervisor Initials MS

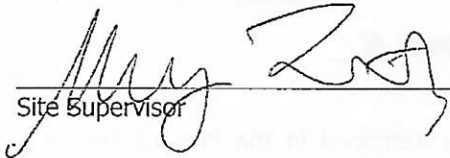
Alternate Site Supervisor Initials BK

- V. The terms and conditions of this Memorandum of Agreement shall take effect upon execution by the Host 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

9th day of August, 2019.

(Please ensure that both Site Supervisor and Alternate Site Supervisor have completed the 16 required initials above.)

  
Site Supervisor

MEGAN FITZPATRICK  
Signature

Brian Krosschell  
Alternate Site Supervisor

Brian Krosschell  
Signature

  
Host Organization Representative  
With Signing Authority, Must Be Completed

Sherry Becker  
Signature

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Patrick M. Anderson  
Chief Executive Officer, RurAL CAP

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Signature