



AmeriCorps
Montana

Montana Department of Agriculture



Host Site Agreement 2024

I. Parties: Montana Department of Agriculture, the “Department” , and <Site Name>, “Host Site.”

Supervisor contact information:

Name: _____

Email: _____

Title: _____

Phone: _____

The parties to this agreement agree as follows:

II. Term: This agreement is effective from _____ to _____. The agreement may be amended in writing at any time with the concurrence of both parties and must be renegotiated at least once every three (3) years.

III. Host Site Responsibilities

General

- Interview potential AmeriCorps member(s) that have been vetted by the Program Coordinator
- Check in with members at least once a week to provide guidance, assistance, feedback and support as needed
- Generate a schedule for the member to follow and ensure members only perform duties outlined in the host site work plan and position description. These are duties that support the AgCorps program objectives and are not duties that displace a current employee
- Provide site orientation within the first week of arrival. This should include being formally introduced to all staff. Members should be treated as staff and attend staff meetings and participate in in-house trainings as appropriate
- Attend the Close of Service event
- Arrange for appropriate AmeriCorps recognition
 - Examples include Facebook posts, posters in building, or thank you lunch at the end of service
- Any material being distributed to the public that used AmeriCorps grant funds shall have the correct branding and logos. There will also be a statement similar to the following: This material was funded in part by AmeriCorps, the Federal Agency for national service and volunteerism.

Administrative/ Financial

- Review bi-weekly timesheets and sign before submitting to Program Coordinator
- Sign all necessary project logs monthly and reports on a quarterly
- Complete a mid-term and an end-of-term member evaluation using the standard evaluation form (provided by MDA)

- Notify the AgCorps Program Coordinator if a member has more than one unexcused absence or if you become concerned about your member's professional behavior
- When possible, provide housing assistance and support
- When possible, provide transportation for program events and training
- Participate in site-visits and evaluation activities
- Support of the requirement to wear AmeriCorps gear during designated service hours, especially when publicly facing
- Provide any necessary office space, equipment, and supplies needed for the program and member
- Notify the Program Coordinator of any changes to the members position descriptions, activities, or program support prior to making the change
- Attend the site supervisor orientation, participate in monthly site supervisor conference calls, and review the Site supervisor handbook
- Grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it, in order to carry out the monitoring and review to determine compliance with this agreement.

IV. AgCorps Responsibilities

- Create and list final position descriptions for members
- Select host sites for each program year
- Recruit, interview and enroll new members. AgCorps will make final decision on member enrollment and placement
- Write and submit the annual grant application
- Complete FFR and PMS federal reporting
- Submit progress and any financial reports to the State Commission Office (OCS)
- Perform NSCHCs for members and staff
- Conduct member orientation covering AmeriCorps procedures, Dept. of Ag procedures, reporting, and the AgCorps Handbook
- Provide a mid-service training and Close of Service event
- Provide overall policies and procedures for the program
- Conduct monthly calls with cohort
- Conduct monthly one-on-one calls or meetings with members
- Conduct monthly calls or meetings with site supervisors
- Provide access to CPR/First Aid training and other special trainings as necessary
- Conduct host site visits and monitor host sites to assure compliance
- Provide site supervisor training and handbook
- Process member living allowance and benefits including housing stipend and mileage reimbursements
- Oversee member reporting systems
- Provide member with uniform, state email, state I.D. and other AmeriCorps materials as needed
- Take disciplinary action when required
- Investigate and report any accidents and injuries involving AmeriCorps members

V. Cost structure

- Each host site is required to contribute to the host site funds (support costs) for your member as match to the AmeriCorps Grant
- Each Host site is required to provide the agreed upon amount of \$6,000 per full-time member per site or \$3,000 per half-time member per site
- If additional funding is acquired through the program to support the member, AgCorps will account for supplemental funding
- If a member terminates service without a compelling personal circumstance and has not completed more than 30% of their term of service (510 hours), the host site may be able to replace them with AgCorps prior authorization or will be reimbursed according to amount of time served

VI. Other Provisions

- **Separation from Service:** The AmeriCorps member has the right to withdraw from their term of service at any time. AgCorps has the right to terminate the member's term of service without warning and has the right to remove a member at any time. AgCorps staff, supervisors and host sites are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another site
- **Term of Service:** AgCorps prohibits service locations from hiring AmeriCorps members until after their term of service is completed and may take corrective action/consequence for those sites who do not comply. If a site is known to hire one or more AmeriCorps members before the term of service is complete (not counting replacing a member as stated above), the site may be ineligible to host an AmeriCorps member or receive AmeriCorps service in the future
- **Accessibility and Reasonable accommodations:** AgCorps and the host site are responsible for providing necessary resources and adequate workspace for the member to accomplish project tasks. This involves ensuring that all facilities and projects are accessible, and that reasonable accommodations are provided to the member, upon request
- **Compensation:** Neither the host site nor AgCorps will request or receive compensation from the beneficiaries of AgCorps. AgCorps will not receive a fee for service from beneficiaries
- **Non-Discrimination:** AgCorps members will not be discriminated against due to age, race, color, religion, national origin, gender, sexual orientation, gender identity or expression, disability, political affiliation, maternal or parental status, or military service

Termination of Agreement: This agreement may be terminated at any time by either party by sending written notice of termination to the other party. This agreement shall be reviewed at least every three (3) years by the Parties. In extraordinary cases, such as illness or acts of God, the AgCorps may waive compliance with specific terms of this agreement in the interests of completing the service year

- **Legal Requirements:** The Host Site shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations, and standards

It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

I have received a copy of the Supervisor Handbook and agree to follow the established guidelines as outlined in said handbook and this Host Site Agreement.

Program Coordinator Signature: _____ Date: _____

Host Site Supervisor Signature: _____ Date: _____

By signing this binding agreement, the host site self-certifies that it meets the requirements necessary to become an AgCorps host site.

Appendix A: Member Position Description

Specific to host site. Will add in at a later date**

Appendix B: List of prohibited AmeriCorps activities

§2520.65 What are AmeriCorps prohibited activities?

<https://www.ecfr.gov/current/title-45/subtitle-B/chapter-XXV/part-2520/section-2520.65>

(a) While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) 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;
- (7) 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;
- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;

- (iii) A partisan political organization;
 - (iv) 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;
 - (v) An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities; and
- (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 - (10) Providing abortion services or referrals for receipt of such services; and
 - (11) Such other activities as the Corporation may prohibit.

(b) 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-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

The following activities are prohibited at all times:

- engaging in any activity that is illegal under local, state, or federal law;
- engaging in activities that pose a significant risk to others.

* This signed agreement must be completed and returned before a member may be placed at the site.

** It is understood that the performance of this agreement by the host site is contingent upon receipt of continued funding from the Montana Governor's Office of Community Service and ultimately, AmeriCorps for the program year covered in this agreement.