

**Memorandum of Understanding**  
**between**  
**Citizen Schools, Inc. Makers + Mentors Network**  
**and**

NKY Makerspace

*Name of Subgrantee*

Boone County Schools

*Name of Institution (if different)*

Erlanger, KY

*City/State*

***August 30, 2021 - August 29, 2022***

1. Introduction. This Memorandum of Understanding (the “MOU”), dated as of August 31, 2021 (the “Effective Date”), lays out the terms of agreement between Citizen Schools, Inc., a Massachusetts nonprofit corporation (“Citizen Schools”) and NKY Makerspace, a Boone County Schools nonprofit organization as Subgrantee (“Subgrantee”) with respect to the placement of the **2021-2022** Maker Fellows (as defined herein) by Citizen Schools, which operates through its division Makers + Mentors Network (Citizen Schools, acting in such capacity, referred to herein as “Makers + Mentors Network”) with Subgrantee at NKY Makerspace (the “Maker Fellows Host Site”). The Maker Fellows Host Site was chosen as a placement location for Maker Fellows given the strength of Subgrantees application to the program and the belief that the placement of Maker Fellows will bring value and impact to underrepresented and underserved youth in the Maker Fellows Host Site local community.

2. Definitions.

**Maker Fellows:** AmeriCorps VISTA members placed at Maker Fellows Host Sites by the Makers + Mentors Network through partnership with community organizations, school districts, community colleges, tribal colleges and historically black colleges and universities. This program is designed to connect K-12 students to maker-centered learning opportunities that help students build the academic and social emotional skills key to their success in school, postsecondary enrollment and workforce placement. Maker Fellows, through service in their local communities and participation in targeted professional development, are trained to become life-long leaders and champions of maker-centered learning and mentorship for under-served students.

**Sponsor:** Makers + Mentors Network in its capacity as sponsor under the AmeriCorps program (the “VISTA Program” specifically), pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§4951 et seq.), hereinafter referred to as “the Act.”

**Subgrantee/Host Site:** The institution at which a Maker Fellow serves their term as a VISTA member.

3. Makers + Mentors Network Resources for Subgrantee. Makers + Mentors Network will provide the following resources:

- (a) **One (1) full time** AmeriCorps members as Maker Fellows at the Maker Fellows Host Site. These Maker Fellows will begin a 365-day term of service on the Effective Date. It is possible for service to begin after Effective Date if a suitable candidate is not secured.
- (b) As the Sponsor, Makers + Mentors Network will:
  - (1) Act as the liaison to AmeriCorps and manage all aspects of the national grant including reporting and compliance of the Makers + Mentors Network Maker Fellows Host Site and the Subgrantee.
  - (2) Support Subgrantee's VISTA projects that are successful and in full compliance with VISTA regulations. Such support may include:
    - (i) Designation of a Maker + Mentors Network staffer(s) to lead the VISTA program.
    - (ii) Implementation and management of a national recruitment system through which the Subgrantee will be able to conduct final interviews of AmeriCorps VISTA candidates and make their nominations to Makers + Mentors Network, who will in turn make the final nominations to AmeriCorps.
    - (iii) Implementation of a four-day Maker Fellow Institute that serves as a national training and orientation (virtual) for Maker Fellows AmeriCorps VISTAs in September 2021 following the VISTA Virtual Member Orientation run by AmeriCorps.
    - (iv) Management, in partnership with its contractors, of the Maker Fellows Learning Pathway, a year-long training and professional development experience for the Maker Fellows AmeriCorps VISTAs.
    - (v) Provision of tools and systems for required reporting by and collection of information from Subgrantee.
    - (vi) Provision of ongoing VISTA management technical assistance, one on one coaching, and management tools as necessary.
    - (vii) Provision of technical assistance to the Subgrantee in planning, development, and implementation of the project.
    - (viii) Periodically reviewing and assisting the Subgrantee's utilization of AmeriCorps VISTA members to achieve the objectives and perform the task(s) of the project.
    - (ix) Responding to written requests by the Subgrantee to remove any AmeriCorps VISTA member from the project in accordance with the VISTA program's policies and procedures.
- (c) Facilitate ongoing cohort calls amongst those partnering with Makers + Mentors Network and other Maker Fellows Subgrantees on a variety of topics including program implementation, service member training and supporting, experience gathering and coordinated branding and communication efforts.
- (d) Provide access to Makers + Mentors Network Communities of Practice focused on excellence and movement-building in maker-centered learning and STEM mentoring. Communities of Practice will be organized around the needs and learning of practitioners, who will help to set the learning agenda.

- (e) Provide consulting support as needed from Citizen Schools and Makers + Mentors Network staff, on terms and conditions mutually agreeable to Makers + Mentors Network and the Maker Fellows Host Site in light of the requests and circumstances of the Maker Fellows Host Site. Areas of support may include, but are not limited to: teacher professional development training, aligning curricular resources to Next Generation Science Standards (including through Citizen Schools Catalyst model), ongoing program evaluation and monitoring, volunteer training and recruitment, fundraising and marketing.
4. Eligibility for Makers + Mentors Network Resources. In order to be eligible for continued support, the Subgrantee must meet the following requirements:
- (a) Staff the programming supported by Maker Fellows with sufficient managerial capacity, expertise and supervision to support a successful Maker Fellow(s) experience. The Maker Fellows supported programming must be sufficiently staffed no later than Effective Date and continuing through the latest expiring term of the AmeriCorps VISTA members, which term will expire 365 days after such VISTA member's start date (e.g., *Effective Date*). The dedicated Subgrantee supervisor ("Host Site Supervisor") will act as a liaison with Makers + Mentors Network and will be responsible for daily supervision and the completion of reporting and evaluation requirements. Subgrantee must inform Citizen Schools of any changes in staffing of the Host Site Supervisor in a timely manner.
  - (b) Commit to Makers + Mentors Network's and AmeriCorps's policies around VISTA support in 2021-2022 and commit to demonstrating compliance with 2021-2022 VISTA policies as outlined by Makers + Mentors Network and AmeriCorps as outlined in Section 5 of this MOU.
  - (c) Provide payment through Boone Co Education Foundation of \$5,000 cost-share per AmeriCorps VISTA placement directly to Citizens Schools (invoice to follow), if applicable. Cost share payment to be made by Effective Date (August 30, 2021). Please see Appendix B for Payment Details.
  - (d) Commit to strong participation in Makers + Mentors Network's 2021-2022 evaluation efforts. Strong participation will be defined as a good faith effort (as determined by Makers + Mentors Network) to communicate with Makers + Mentors Network and to implement the common Makers + Mentors Network evaluation tools and systems, in particular Subgrantee surveys and quarterly reporting required by AmeriCorps.
5. Maker Fellows Host Site and Subgrantee Commitments to Makers + Mentors Network. In accepting these resources and serving as a publicly named Makers + Mentors Network Maker Fellows Subgrantee and a Makers Fellows Host Site and partner, the Subgrantee, acting on behalf of the Makers + Mentors Network Maker Fellows program, agrees to fulfill the following commitments:
- (a) Focus on implementing strategies to grow high-impact maker-centered learning opportunities for girls, low-income students, and students of color underrepresented in STEM, in alignment with the VISTA Assignment Description (VAD) developed by Makers + Mentors Network.
  - (b) Meet all commitments outlined in Section 4 above, regarding staffing, funding and planning.
  - (c) Manage Maker Fellows in compliance with the terms of Makers + Mentors Network's AmeriCorps VISTA grant, and Makers + Mentors Network and AmeriCorps VISTA's policies.
  - (d) Arrange and be responsible for providing on-site orientation and training for all incoming Maker Fellows within the first two weeks of their service.
  - (e) Provide the VISTA member(s) individualized On-Site Orientation and Training at the beginning of their term of service.

- (f) Ensure that VISTA members dedicate an average of 40 hours per week to their approved VISTA Assignment Description (VAD) to address the community needs identified in the approved Application.
- (g) Track VISTA member's active service hours, personal (10 days), and sick (10 days) leave on a weekly basis via Citizen Schools timekeeping platform, Namely Time. Project Host Sites should use their existing policies and procedures to account for a VISTA member's actual work schedule and hours served (For example: Host Site operating hours, observed holidays that fall outside of Citizen Schools observed holidays).
- (h) During host site onboarding, Citizen Schools will provide a calendar of its observed holidays. Citizen Schools requests that Host Sites provide Maker Fellows the time off to observe this schedule, even if some of the holidays are not observed by the host site. The VISTA is not required to use discretionary time for these particular holidays.
- (i) Schedule regular meetings (preferably weekly) with the VISTA member(s) to discuss the progress towards goals and other concerns.
- (j) Assist in the provision of pre-service, early service, and in-service training.
- (k) Operate the project in accordance with applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the program, and which are required by AmeriCorps.
- (l) Ensure that the Subgrantee's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA Supervisor orientation provided by Makers + Mentors Network and/or AmeriCorps.
- (m) Make every reasonable effort to ensure that the health and safety of Maker Fellows are protected during the performance of their assigned duties. The Subgrantee shall not assign or require Maker Fellows to perform duties that could be reasonably expected to jeopardize their safety or cause them to sustain injuries, including during the COVID-19 pandemic. Refer to Exhibit C for Citizen Schools Teleservice Policy.
- (n) Enable Maker Fellows to participate in all training and professional development experiences provided by Makers + Mentors Network, including the four-day Maker Fellow Institute in early September, ongoing monthly cohort calls and necessary pre-work, and any other opportunities that arise throughout the year.
- (o) Promptly notify the Sponsor the actual departure date(s) of AmeriCorps VISTA member(s) who leave prior to completion of service date(s).
- (p) Regarding outside employment: If a VISTA pursues outside employment while in VISTA service, the VISTA is not, under any circumstances permitted to be an employee of or contractor for the sponsor, sub-recipient, or other project-related organization to which the VISTA is assigned to serve. Host sites may not offer additional compensation for projects outside of the scope of work for VISTA.
- (q) Allow AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps VISTA members and Sponsors and Subgrantees shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned Subgrantee.
- (r) Allow Maker Fellows to participate in Days of Service such as the Martin Luther King, Jr. Holiday, September 11<sup>th</sup>, and AmeriCorps Week, should activities be organized in the communities where the members are in service.

- (s) Report to the Sponsor, within 24 hours, the unscheduled departure of Maker Fellows, and otherwise keep the Sponsor timely informed of unscheduled changes of status and conditions of Maker Fellows, such as arrests, hospitalization, and absence without leave. Work with Sponsor to respond to any incidents using approaches that follow Sponsor's policies, procedures and values.
- (t) Ensure that persons selected as AmeriCorps VISTA members to serve at the Maker Fellows Host Site are not related by blood or marriage to project staff, Sponsor or Subgrantee staff, officers or members of the Sponsor or Subgrantee's Board of Directors, or responsible AmeriCorps program staff.
- (u) Additionally, under the federal rules and regulations governing VISTA, Subgrantee agrees to:
  - i. Participate in required trainings, such as a VISTA Supervisor webinar orientation led by Makers + Mentors Network and/or AmeriCorps;
  - ii. Provide Maker Fellows with tools and materials needed to complete service tasks, including desk space and access to phones and computers, or equivalent supports if serving remotely due to ongoing COVID-19 restrictions;
  - iii. Provide orientation, training and ongoing supervision to Maker Fellows. This will include regular meetings; a mid-year progress assessment; and end-of-year assessment including completion of a future plans document;
  - iv. Complete biweekly service attendance confirmation;
  - v. Complete other documentation and progress reports required by AmeriCorps in a timely, high quality way;
  - vi. Provide on-the-job transportation and other project support, and in cases where the Maker Fellow must pay on-the-job expenses out of pocket, reimburse them in full in a timely fashion.
- (v) Ensure that the VISTA member is reimbursed for all local travel associated with the project. Mileage reimbursement should be done in accordance with the Host Site's existing policies and procedures Further detail on expenses and financial support are outlined in Appendix A, Section 5.
- (w) Supervise Maker Fellows and structure their VISTA programs to support Maker Fellows' productivity, retention and professional growth.
- (x) Conform to any additional AmeriCorps rules and policies governing Subgrantees, which rules and policies will be outlined during the Supervisor orientation or in following webinars/Supervisor notifications.
- (y) Coordinate with Makers + Mentors Network on branding and communication efforts to promote maker-centered learning, such as events and social media campaigns
- (z) Neither the Sponsor nor the Host Site has the discretion or authority to dismiss or separate a VISTA member from service; AmeriCorps is the sole authority that can terminate a VISTA member's term of service. The Host Site Supervisor should document any performance or behavior issues and immediately report them to Citizen Schools Talent Business Partner. The Sponsor will report such incidents to the AmeriCorps Regional office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members' due process.

6. Publicity and Use of Name: Citizens School and Makers + Mentors Network may use the Subgrantee's name, logo and certain other details in various promotional materials. The Subgrantee grants Citizens School and Makers + Mentors Network a non-exclusive, royalty-free right and license to publicize the relationship between the Subgrantee, the Makers Fellow Host Site, Citizen Schools and Makers + Mentors Network and publish and display in present and future promotional materials the Subgrantee's and Maker Fellows Host Site's logo. Notwithstanding the foregoing each party agrees that it will not make any issue any press release or respond to any press inquiry with respect to this relationship without the prior approval of the other party (which approval will not be unreasonably withheld),

7. Guiding Principles for the Relationship. All parties acknowledge that this is a new effort, with the learning, successes and challenges that inevitably accompany new partnerships. Each party agrees to make an ongoing effort to retain a strong relationship and consistently act to achieve the goals of the Maker Fellows Host Site's Maker Fellows program goals and local community needs. Acknowledging that at this time it is not possible to predict with 100% certainty what the exact path towards those goals might be, both parties agree to endeavor to build successful collaborations based on mutual trust and open communication, to discuss any anticipated changes in their respective design and implementation plans whenever possible, and to constructively resolve problems that may arise. Maker Fellows Host Sites and Makers + Mentors Network additionally agree to the additional provisions relating to AmeriCorps VISTA Members which are attached hereto as Exhibit A and incorporated herein by this reference.

8. Term and Termination. This MOU shall commence on the Effective Date and continue until 365 days after the Effective Date, unless earlier terminated as provided for in the following sentence. This MOU may be terminated by Makers + Mentors Network prior to its expiration if the other party materially breaches the terms of this MOU and fails to cure such breach within thirty (30) days of receipt of notice thereof from Makers + Mentors Network. Upon expiration or termination of the MOU for any reason, all rights and obligations of the parties hereunder shall cease.

9. Insurance.

- (a) *Liability Coverage (Federal Tort Claims Act).* AmeriCorps VISTA members are considered federal employees for the purposes of coverage under the Federal Tort Claims Act. In cases of potential liability on the part of the AmeriCorps VISTA member for damage to property or injury to persons, other than motor vehicle accidents, the sponsoring organization or supervisor must immediately inform the applicable State Office of AmeriCorps, which after consultation with AmeriCorps's Office of General Counsel, will advise the sponsoring organization on what steps to take. During off-duty hours, or in any situation in which AmeriCorps VISTA members are not engaged in project-related activities and operating in their official duties, AmeriCorps VISTA members are personally liable for any damage or injury they cause. For more information, see the [VISTA Member Handbook – Basic Laws & Federal Regulations](#).
- (b) *Worker's Comp (Federal Employees' Compensation Act).* Pursuant to section 415(b) of the Domestic Volunteer Service Act of 1973 (42 U.S.C. § 5055), AmeriCorps VISTA members are considered federal employees for the purpose of coverage under the Federal Employees' Compensation Act (FECA), also known as the Federal Worker's Compensation Act (5 U.S.C § et seq.). Accordingly, AmeriCorps VISTA members who are injured or suffer occupational disease in the course of their VISTA service may claim and be eligible to receive benefits to cover medical expenses under FECA. AmeriCorps VISTA members who are injured or experience an illness related to their VISTA assignment must immediately notify the Sponsor and the applicable State Office of AmeriCorps. Such State Office can then provide additional information regarding forms and how to file a claim. For more information, see the [VISTA Member Handbook – Basic Laws & Federal Regulations](#).

10. Limitation of Liability. Notwithstanding any other provision of this Agreement and except for liability caused by the Subgrantee's gross negligence, willful misconduct or bad faith, (i) no party nor their respective directors, officers, employees and agents, will have any liability to any other party, or their respective directors, officers, employees and agents, whether based on contract, warranty, tort, strict liability, or any other theory, for any indirect, incidental, consequential, or special damages.

11. Miscellaneous.

- (a) The parties shall be deemed independent contractors for all purposes hereunder.
- (b) This MOU does not constitute a partnership, joint venture or agency between the parties hereto, nor shall either of the parties hold itself out as such contrary to the terms hereof by advertising or otherwise nor shall either of the parties become bound or become liable because of any representation, action, or omission of the other.
- (c) Neither party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder unless the non-assigning or non-delegating party enters into a novation releasing the assigning or delegating party of its obligation under the Agreement.
- (d) This MOU constitutes the entire agreement between the parties with respect to the Maker Fellows VISTA project.
- (e) This MOU may be amended or modified only by a written instrument executed by both parties.
- (f) This MOU shall be construed in accordance with the laws of The Commonwealth of Massachusetts.
- (g) The section headings used in this MOU are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretations of any of the provisions hereof.
- (h) This MOU may be executed with multiple signature pages in one or more counterparts, and fully executed counterparts shall be considered one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have duly executed this Memorandum of Understanding as of the date first set forth above.

CITIZEN SCHOOLS, Inc.	<b>[Insert Host Site]</b>
By: _____ Elisha Muskat, VP, Finance and Operations	By: _____ <u>Name, Title</u>
	<b>[Additional Signatory]</b>
	By: _____ <u>Name, Title</u>
	<b>[Additional Signatory]</b>
	By: _____ <u>Name, Title</u>
	<b>[Additional Signatory]</b>
	By: _____ <u>Name, Title</u>



## **EXHIBIT A**

### **PROVISIONS RELATING TO AmeriCorps VISTA MEMBERS**

#### **1. Status of VISTA Members During Service**

AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the Subgrantee or the Sponsor. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government not the sponsoring organization, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically, members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by AmeriCorps to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

#### **2. Records and Reporting**

The Subgrantee will:

- a) Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as the Sponsor may require. The Subgrantee agrees to retain such records as the Sponsor may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Sponsor for the purpose of litigation, audit or examination.
- b) Submit Project Progress Reports within the required time frame as specified by the Sponsor.

#### **3. Nondiscrimination**

##### **a. General Prohibition**

No person with responsibilities in the operation of the project, whether affiliated with the Sponsor or the Subgrantee, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

##### **b. Sexual Harassment**

Sexual harassment is a form of discrimination based on sex and is prohibited. The Subgrantee must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- i. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Subgrantee, its agents or supervisory employees should have known of the acts.
- ii. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
- iii. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor or Subgrantee, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

**c. Disability**

Federal law requires VISTA sponsoring organizations to make reasonable accommodations to meet the needs of qualified persons with disabilities wishing to serve as VISTAs.

**4. Delegation and Subcontracting**

Both participating parties (Citizen Schools and Subgrantee) are prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA members may not be assigned by the Subgrantee to perform duties with other public or private non-profit agencies or organizations.

**5. Supplemental Payments Prohibited**

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. The Sponsor and the Subgrantee are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

**6. Prohibitions of Use of AmeriCorps Assistance by Sponsor and Subgrantee**

The Sponsor and Subgrantee both agree that no AmeriCorps VISTA member assigned to the Subgrantee, and no other federal financial assistance provided by AmeriCorps, under this Agreement, shall be used to assist, provide or participate in:

- a) Partisan and non-partisan political activities associated with a candidate, including voter registration.
- b) Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c) Labor or anti-labor organization or related activities.
- d) Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

**7. The Sponsor and Subgrantee further agree not to:**

- a) Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

- b) AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c) Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
- d) Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

**EXHIBIT B**

**DELIVERABLES & COST-SHARE PAYMENT TERMS**

<b>Deliverables</b>	<b>Deadline</b>
Makers + Mentors Network: Host Site - MOU Agreement Signature.	7/31/2021
Cost Share - Invoice  Provide payment of \$5,000 cost-share per AmeriCorps VISTA placement directly to Citizens Schools.	8/31/2021

## **EXHIBIT C**

### **CITIZEN SCHOOLS TELESERVICE POLICY**

#### **Purpose**

Because of our commitment to service member safety and in light of the coronavirus (COVID-19) outbreak, effective March 2020 Citizen Schools will be requiring all members to Teleserve/work remotely. This policy will initially be in place for the next few weeks and could be extended if needed to combat the spread of infection. Unless the member is ill, on an approved period of leave, and/or using their available paid time off, they will be expected to be productive and available during our normal operating hours set by the service region/host site. Key resources include access to high-speed internet, a computer, and a phone. We encourage members who do not have easy access to these resources either personally or through Citizen Schools to address this with their manager. Where possible our aim will be to allocate available resources to ensure each member has what is needed for them to be productive. Please see below for expectations and recommendations regarding this period of temporary teleservice.

This guidance should not be taken as a change in Citizen Schools' or AmeriCorps State and National's position that members should generally be providing service directly to the people and in the communities where they serve rather than performing service remotely.

#### **Expectations**

Service Hours: 9 am to 5 pm (all regions)

All members will be expected to continue to work this schedule unless an alternative schedule is agreed upon with their manager and submitted to the regional Executive Director for approval. Service hours should include appropriate breaks for lunch.

Communications: Daily huddles/check-ins

Managers will provide information to members about preferred methods for communication (calls, Slack, email, etc.) that will help maintain collaboration and engagement while we are not working in close proximity to each other. Members are encouraged to make a specific commitment to speaking to colleagues by phone and video chat in addition to routine correspondence by email. Members and managers alike are encouraged to exercise professional courtesy in keeping one another informed about their availability throughout the workday.

Timekeeping: Daily

Service Members are required to record their daily service attendance, lunch breaks, report absence from service, and log vacation, holiday, sick, and personal time using the UltiPro system. Each scheduled service day will be pre-populated with 8 hours. Managers and

members will have copies of the work schedule. Managers will certify, bi-weekly, the time and attendance for hours served while teleserving by cross-referencing each service member's individual workplan with timesheets submitted in UltiPro. Furthermore, managers will review and approve any/all deliverables/outputs to document and verify activities performed using the member workplan as the reference point. Please review our [Timekeeping Policy](#) for more information.

*Altering, falsifying, or tampering with time records is prohibited and subjects the service member to discipline, up to and including termination. It is your responsibility to certify the accuracy of all time recorded in UltiPro. Any errors in your time record should be reported immediately to your manager, who will attempt to correct legitimate errors.*

**Accountability:** Deliverables build accountability but they also open up the opportunity to further discuss the project or task, and it will likely result in better quality work.

- Members are accessible and responsive, within 30 minutes, via phone / email / gchats, etc.
- Members should attend all required and/or accepted scheduled meetings
- Managers and members will work together to create, update, track, and verify individual member workplans. These workplan will track progress on big tasks / deliverables / projects and will serve as a reference tool, for managers, when verifying and approving member timesheets.
- Members should maintain an updated calendar to support with time management and should reflect deadlines, work time, scheduled meetings, and any discretionary/sick time taken.
- Members will submit an end of day summary of work done for the day to their manager. Managers will work with their teams to determine a preferred summary structure.

## **Important Information and Definitions**

### **Living Stipend and Benefits**

Living Stipend and benefits will not change as a result of the arrangement, pending satisfactory performance.

### **Early Dismissal/ Delayed Arrival**

In Instances of weather or other local/state/federal emergencies, members are expected to continue and maintain their scheduled service hours. Members who are teleserving at the time of the announcement will not receive excused absence for the remainder of the workday.

### **Unscheduled Teleservice**

To the extent possible, unscheduled teleservice will be permitted when an unscheduled leave/unscheduled teleservice operating status is in effect. Members must notify their manager in advance of their intention to teleservice on a day when unscheduled

teleservice is announced. In some instances, a member may be required to report to the worksite when unscheduled teleservice is announced.

Members performing unscheduled teleservice must have an appropriate amount of work to complete during the workday. If a member does not have enough work, they must either take unscheduled leave for the entire workday or use a combination of unscheduled leave and unscheduled teleservice to account for hours not served.

#### Leave

Leave taken during the scheduled service hours must be approved by the manager in advance. Members should continue to use sick and/or vacation leave as they would normally when absent from work. You can submit requests for paid time off using our normal practices. Members who are ill should initially use the paid time off available to them. In the event that you do not have enough days of paid time off to cover the entire period of your illness, Citizen Schools will be evaluating requests for periods of paid leave. Citizen Schools and CNCS/AmeriCorps are working to ensure that members face limited to no financial penalties for any sick time taken due to COVID-19.

#### Liability

Citizen Schools, INC. will not be liable for damages to personal or real property while teleserving. Those members serving remotely are subject to all applicable government regulations and Citizen Schools' orders.

#### Work Area

The work area should be adequate for the performance of official duties. Please review the [Teleserve Home Safety Checklist](#) prior to signing this agreement.

#### Worksite Inspection

The alternate workplace must be inspected by the manager, or certified by the member, that the area is appropriate to conduct assigned work.

#### Alternate Workplace Costs

Citizen Schools, INC. will not be responsible for any operating costs that are associated with the member using his or her home as an alternate worksite, for example, home maintenance, insurance, and/or home utilities. However, the member does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for Citizen Schools. (Note: All expenses to be claimed must be discussed and approved by the manager in advance).

#### Injury Compensation

Federal Employee's Compensation Act provisions apply to persons performing official duties at the official alternate duty station. The manager must be notified immediately of any accident or

injury that occurs at the alternate workplace. The manager will investigate such a report immediately.

#### Performance

The manager may require regular status reports. A decline in performance will initiate our progressive discipline policy leading to further disciplinary action up to and including termination of service role with Citizen Schools.

#### Disclosure

Any/all Citizen Schools records/data/equipment should be protected from unauthorized disclosure or damage.

#### Standards of Conduct

Citizen Schools standards of conduct apply to members serving at an alternate worksite.

#### Other Action

Nothing in this agreement precludes Citizen Schools from taking any appropriate disciplinary or adverse action against a member who fails to comply with the provisions of this agreement.