|  |  |  |
| --- | --- | --- |
| Insert your logo |  |  |

XYZ AmeriCorps

**2019 - 2020 AmeriCorps Member Service Agreement**

### I. Purpose

I, , (hereinafter referred to as “Member”), accept the invitation to participate as an AmeriCorps Member inthe XYZ AmeriCorps program (hereinafter referred to as the “Program”)**,** an affiliated program of the AmeriCorps National Service Network and Nevada Volunteers, the Nevada State Commission. The terms and conditions of service defined in this Member Service Agreement have been designed to conform to the regulations and guidelines established by the Corporation for National Service and Community Service (hereinafter referred to as the “CNCS”) which shall provide further authority for this agreement.

This Member Service Agreement defines the mutual responsibilities of XYZ AmeriCorpsand the Member. XYZ AmeriCorpsreserves the right to amend this agreement, as necessary, during the year. (Please see "Agreement Modifications and Amendments", below.) By signing this service agreement, I agree to abide by the standards and consequences outlined below.

**II. Mission of XYZ AmeriCorps**

Your program mission or language below or some combination of the two.

XYZ AmeriCorps goals are to serve youth at risk of dropping out of school, provide a positive experience for AmeriCorps members, and to strengthen Nevada. I understand the importance of and accept my role and responsibility for building a strong national service program with direct and demonstrable results for program and community.

III. Term of Service

The Member’s term of service begins on \_\_\_\_\_\_\_\_\_and ends on \_\_\_\_\_\_\_\_\_\_\_\_. **This is a \_\_\_\_\_\_\_\_term of service and must be completed no later than\_\_\_\_\_\_\_\_\_\_. In order to successfully complete the term of service and to be eligible for the post-service education award, I agree to serve a minimum of \_\_\_\_\_service hours and attend at least one (1) special service projects.** In order to complete my service in the time frame allotted, I must serve a minimum of \_\_\_\_\_\_hours per week for the entirety of my service term unless otherwise determined by the AmeriCorps staff.

If there are other requirements for your members to complete their terms of service, list them here.

Insert your leave policy. Below is a sample

Serving with AmeriCorps is not a job, and XYZ AmeriCorps does not grant vacation days. I understand that absences from my service site do not count toward the required number of service hours and may affect my eligibility for the education award. If you must request time off during your service term, a Leave Request formmust be signed by your Site Coordinator and submitted to your Program Coordinator at least 10 business days in advance of your requested time off. There is no guarantee that your request will be approved. It is your responsibility to make up hours missed due to any absence. The AmeriCorps Program Director will review emergencies on a case-by-case basis.

I understand that if I complete the minimum of \_\_\_\_\_\_ hours (before the end of my service term as specified in this service agreement), I must continue serving until the ending service agreement date.

Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Member Eligibility**

**The member certifies that the member:**

1. **Is at least 17 years of age**
2. **Is available to complete the minimum hours to complete the term of service within the required dates**
3. **Can successfully pass criminal background check and National Sex Offender Program Registry check;**
4. **Is a United States Citizen, United States National, or Lawful Permanent Resident Alien of the United States;**
5. **Can provide Social Security Card or verify SSN;**
6. **Is a High School graduate, and if not, has not dropped out of elementary or secondary school to enroll as an AmeriCorps member and agrees to achieve a diploma or GED before using the education award;**

**Member initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Other Program Requirements**
2. **Service Projects and Training Requirements**

Members are required to participate in one (1) service projects during their term of service. If a member is unable to participate in one of the scheduled service projects, they must arrange an alternative service project with their AmeriCorps Program Director. Add any additional training requirements here.

1. **AmeriCorps Logo**

Members are required to wear the AmeriCorps logo at all times while serving hours. Adjust to fit your uniform requirements: The AmeriCorps logo can be worn via the AmeriCorps member nametag, AmeriCorps pin, AmeriCorps service gear, or other AmeriCorps branded items.

1. **Principal Professional Relationships Or other essential requirements for the position**

Members are expected to serve productively and effectively with other XYZ AmeriCorps members, XYZ staff members, clients and volunteers. Members may not serve as clerical or other secretarial support for any campus and/or service site. Members may not supervise other AmeriCorps members. Members may not displace staff or volunteers.

1. National Service Criminal History Check

Any AmeriCorps member who receives a Corporation grant-funded living allowance, stipend, education award, or salary is considered to be in a “covered” position and must undergo a NSCHC. This check may include any or all of the following:

* A nationwide name-based check of the National Sex Offender Public Website (NSOPW)
* A name or fingerprint-based state criminal registry search in the member’s state of service as well as state of residence upon application\*
* A fingerprint-based FBI check

By signing this contract, you (the member) hereby authorize Insert Program Name Here to conduct a national service criminal history check on you. You are aware that your identity must be verified with a government-issued photo ID. You understand that selection into the program/hiring/continued service by the program is contingent upon the review of your criminal history. You also understand that you will be given an opportunity to review and challenge the factual accuracy of a result before action is taken to exclude you from the program or from this grant-funded position. You understand that any information relating to the NSCHC will be kept confidential and will only be shared with authorized Insert Program Name Here staff, the Corporation for National and Community Service, Nevada Volunteers, and Partner Organization personnel as appropriate.

**\*State of Residence is defined as the location you resided at the moment in time you applied to serve in AmeriCorps.**

For college students: an individual applying to serve or work who is enrolled as a full-time college student is deemed to be residing in the state where they live for the purpose of attending school, without regards to whether or not that home is on or off campus, and whether or not that home is in the same state as the college is located. Programs may NOT opt to use any other basis for identifying the student’s state of residence, such as the student’s family home.

**Service Conditions**

Describe service conditions according to your program and policies and procedures.

### V. Member Benefits

1. **Living Allowance**

The living allowance is designed to help members meet the necessary living expenses incurred while serving in the program. The living allowance is not a wage and does not fluctuate based on the number of hours members serve in a given time period. An annual living allowance of $\_\_\_\_\_\_\_\_\_\_\_\_will be paid during the term of service in increments throughout the program year. The monthly payment will be directly deposited into the Member’s valid bank account. The Member is responsible for providing the XYZ AmeriCorps staff with any changes in bank account information immediately. The Member is responsible for any bank charges that are incurred due to their bank account becoming inactive.

Payments will begin and the last payment will be made on\_\_\_\_\_\_\_\_\_. The Member’s payment will be in the amount of $ each. Living allowances are subject to deductions required by law (such as federal income tax withholding, social security taxes, and other authorized deductions). The living allowance can be delayed or suspended for non-completion of required hours, failure to attend service and/or training sessions, service projects and/or failure to complete necessary program paperwork and documentation. A member who completes his or her service early or starts service late will receive the portion of the living allowance that would be provided for that period of participation under the program’s living allowance distribution policy. The living allowance is provided for the expenses incurred while serving and is not linked to the completion of a member’s service hours. Members will receive the living allowance as long as they are serving up to the maximum amount available. Insert Living Allowance Distribution Chart. Below is a sample.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pay Period Start Date** | **Pay Period End Date** | **Pay Date** | **Half-time Living Allowance** | **Full-Time Living Allowance** |
| 9/1/2015 | 9/30/2015 | 9/30/2015 | $626.50 | $1,253.00 |
| 10/1/2015 | 10/31/2015 | 11/10/2015 | $626.50 | $1,253.00 |
| 11/1/2015 | 11/30/2015 | 12/10/2015 | $626.50 | $1,253.00 |
| 12/1/2015 | 12/31/2015 | 1/08/2016 | $626.50 | $1,253.00 |
| 1/1/2016 | 1/31/2016 | 2/10/2016 | $626.50 | $1,253.00 |
| 2/1/2016 | 2/29/2016 | 3/10/2016 | $626.50 | $1,253.00 |
| 3/1/2016 | 3/31/2016 | 4/08/2016 | $626.50 | $1,253.00 |
| 4/1/2016 | 4/30/2016 | 5/10/2016 | $626.50 | $1,253.00 |
| 5/1/2016 | 5/31/2016 | 6/10/2016 | $626.50 | $1,253.00 |
| 6/1/2016 | 6/30/2016 | 7/08/2016 | $626.50 | $1,253.00 |
| **TOTALS** | | | $6,265.00 | $12,530.00 |

I understand that I am participating in a program of national and community service and such participation, as an AmeriCorps Member, does not constitute employment by XYZ. I also understand that Members are receiving a living allowance and are not eligible for unemployment benefits upon completion of service or release from the program.

1. **Education Award**

Upon successful completion of the Member’s term of service, a full-time member is eligible to receive an education award of $\_\_\_\_\_\_\_. The education award amount is based on previous terms of service as outlined by the Corporation for National and Community Service. Prorated benefits *may* be paid only if a participant is released for a compelling personal circumstance after serving no less than fifteen percent (15%) of the contracted time. The Member will receive a virtual voucher which may be used toward future educational costs or toward repayment of qualified student loans as defined by the Trust and/or the Corporation. A Member will have seven (7) years after the completion of service to use the education benefit.

1. The education award is taxable in the year that it is used.
2. The member understands that his/her failure to disclose to the program any history of having been released for cause from an AmeriCorps program will render the member ineligible to receive the education award.
3. **Healthcare Coverage (Full-time Members Only)**

Full-time members are eligible to receive health insurance coverage at no cost to the member. AmeriCorps requires all members to enroll in their health plan UNLESS proof of other coverage is submitted. If a member elects not to enroll in the XYZ AmeriCorps healthcare plan they must verify that they are covered by a Minimum Essential Coverage compliant healthcare policy. If a member elects not to participate in the XYZ AmeriCorps healthcare plan and loses their coverage during their term of service through no fault of their own they are eligible to participate in the XYZ AmeriCorps healthcare plan. The member must notify the program if their eligibility status for healthcare care insurance changes during their term of service.

1. **Childcare Benefits (Full-time Members Only)**

Full-time members may qualify for a childcare allowance provided by GAP Solutions, Inc. directly to the AmeriCorps member’s childcare provider. An AmeriCorps member is eligible for childcare benefits if he or she:

1. is the parent or legal guardian of, or is acting in loco parentis for, a child under 13 who resides with him/her;
2. has a family income that does not exceed 75% of the State’s median income for a family of the same size;
3. at the time of acceptance into the program, is not currently receiving childcare assistance from another source, including a parent or guardian, which would continue to be provided while the participant serves in the program; and
4. certifies that he/she needs childcare in order to participate in the program.

**Qualifying members must complete the application process through americorpschildcare.com.**

1. **Student Loan Forbearance and Interest Payments**

Upon enrollment into the program, the member is eligible to place any qualified student loans into forbearance through their MyAmeriCorps account. If the member has received forbearance on a qualified student loan during their term of service and successfully completed their term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the service term.

**I acknowledge the benefits available to me as an AmeriCorps member.**

**Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VI. Member Code of Conduct and Prohibited Member Activities**

XYZ AmeriCorps members are expected, at all times while acting in an official service capacity as an AmeriCorps member:

1. Display professional behavior at all service activities and trainings
2. Wear their uniform with the AmeriCorps logo visible during all service hours
3. Be on time to all service activities and trainings
4. Demonstrate mutual respect toward clients, fellow members, service site staff and XYZ staff and volunteers
5. Follow all XYZ policies
6. Follow rules and directions given by direct supervisors, AmeriCorps Program Director
7. Direct concerns, problems, and suggestions to immediate supervisor and/or AmeriCorps Program Director in adherence to the program’s formal and informal grievance procedure
8. **Code of Conduct and Discipline Procedure**

Insert your discipline procedure consistent with your policies and procedures. Include a step-by-step policy for how violations of the program’s Standards of Conduct will be handled (e.g., verbal warning, written reprimand, etc.). If these steps include suspension and/or release for cause, or if certain type(s) of violations would result in an immediate suspension or release for cause, describe this clearly.

1. **Prohibited Activities - 45 CFR §2520.65**

While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, the Corporation and/or the XX State Commission, 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:
   * 1. A business organized for profit;
     2. A labor union;
     3. A partisan political organization;
     4. A non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from participating in advocacy activities undertaken at their own initiative; and,
     5. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities.
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;
11. Other activities as the Corporation and/or XX State Commission determines will be prohibited, upon notice to XYZ AmeriCorps.

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

VII. Attendance

I understand that my participation in the program will be my principal occupation during my term of service and that I must be available during the service and training schedule established by XYZ AmeriCorps. Members are expected to inform their Site Coordinator if they will be tardy or not in attendance at their service site. Members are expected to inform their AmeriCorps Program Director f they will be tardy or not in attendance at a training and/or service project. Failure to do so will be considered a “no call/no show” and will be considered a level two violation.

## VIII. Release from Term of Service

XYZ AmeriCorps may release a member for two reasons: (1) for compelling personal circumstances as demonstrated by the member and approved by the AmeriCorps Director, or (2) for cause.

1. **Release for compelling personal circumstance**

Program staff will evaluate all releases for compelling personal circumstance on a case-by-case basis. Compelling personal circumstances include those that are beyond the Member’s control. XYZ AmeriCorps may release the member for compelling personal circumstances if the Member demonstrates that:

1. The Member has a disability or serious illness;
2. Disability, serious illness, or death of a participant’s family members if this makes completing a term unreasonably difficult or impossible; or
3. Conditions attributable to the program or otherwise unforeseeable and beyond the participant’s control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that makes completing a term unreasonably difficult or impossible; or
4. Military service obligations.

If a member demonstrates through required documentation a compelling personal circumstance and **if** the release is approved, XYZ AmeriCorps may elect to grant the release and recommend to the Corporation that a portion of the education award equal to the portion of their term served (if the Member has completed at least 15% of his/her term of service) be paid.

1. **Release for cause**

A member must be released for cause for failure to follow the standards of behavior as outlined in the Member code of conduct, failure to adhere to program rules and guidelines defined by this member service agreement, or violating the policies or procedures as set forth by the sponsoring agency. The code of conduct specifies particular offenses and the corresponding course of action. The Member understands that he/she will be released for cause for the following reasons:

1. The Member leaves the program to enroll in school or obtain a job.
2. The member leaves the program due to dissatisfaction.
3. The Member has been convicted of a felony and/or the sale or distribution of controlled substances during the term of service.
4. The Member has dropped out of the program without obtaining a release for compelling personal circumstances from the program staff.

A member released for cause may not receive any portion of the AmeriCorps education award. In addition, any individual released for cause who wishes to reapply to the program from which he/she was released or to any other AmeriCorps program is required to disclose the release to that program. Failure to disclose to an AmeriCorps program any history of having been released for cause from another AmeriCorps program will render an individual ineligible to receive the AmeriCorps education award, notwithstanding that the individual successfully completes the term of service.

1. **Suspension and Termination**

A member may be suspended temporarily from service due to unacceptable behavior or falsification of any program documents in accordance with this agreement.

A member will also be suspended if during the term of service the member has been charged with violent felony or the sale of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowance or credit for any service hours missed.)

If during the term of service the member has been convicted of a first offense of possession of a controlled substance they will also be suspended. (If, however, the member demonstrates enrollment in an approved drug rehabilitation program, the member may resume the term of service. The member will not receive back living allowance or credit for any service hours missed.)

1. **Temporary Suspension of Service**

Add additional details of your suspension and termination policy. Below is a sample.

The member may be suspended by the Program from the term of service for the reasons above or if during the term the member requests a suspension based on compelling personal circumstances, as described above. During the suspension from service, the member will not receive living allowance payments, credit for service hours, or benefits. The member will be suspended for an agreed upon period time with plans for reinstatement. If member fails to check in with TMPF, or the reason for the suspension continues, member will be exited for cause or for personal compelling circumstance.

The member may resume his or her term of service once the circumstances supporting the suspension have been resolved and within the agreed upon timeframe. Consequently, the member’s end date is extended for as long as the member was suspended. If the member does not resume the term within the agreed upon timeframe, the member may request that the Program exit the member and the member will be eligible for a partial education award based on the number of hours served in the term.

IX. Fundraising - 45 CFR § §2520.40-.

AmeriCorps members may raise resources directly in support of program service activities. 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.

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.

An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as noted above.

1. Training – 45 CFR § §2520.50-.

No more than 20 percent of the member’s service hours may be spent in education and training activities. Capacity-building activities and direct service activities do not count towards the 20 percent cap on education and training activities.

1. Publicity Release

I, the member, give the XYZ AmeriCorps program, Nevada Volunteers, the Nevada State Commission, and the Corporation for National and Community Service the permission to use my name, likeness, image, voice, and/or appearance as such be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of the program. I agree that the program has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the program or AmeriCorps missions. These uses include, but are not limited to, illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or education materials in any medium now known or later developed, including the internet. I acknowledge that I will not receive any compensation, etc. for the use of such pictures, etc. I hereby release the program and AmeriCorps and its agents and assigns from any and all claims which arise out of or are in any way concerned with such use.

Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Registration to Vote

XYZ AmeriCorps encourages all eligible members to register and vote. However, XYZ AmeriCorps is prohibited from requiring members to register or to vote, and from attempting to influence how members vote. Members who are unable to vote before or after service hours should be allowed to do so during their service time without incurring any penalties. The Site Coordinator should determine the length of absence.

1. Jury Duty

XYZ AmeriCorps will allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they will continue to receive credit for their normal service hours, a living allowance, health care coverage, and if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court.

1. Armed Forces Reserves

Generally, the Reserves of the U.S. 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 require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service).

To the extent possible, the program will seek to minimize the disruption in members’ AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Members may not receive time-off for additional Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves.

XYZ AmeriCorps will credit members for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves.

Reservists in the U.S. Armed Forces receive compensation for their mandatory two-weeks of active duty service. The compensation regulations governing the Army and Air National Guard may vary by state. XYZ AmeriCorps will continue to pay the living allowance and provide health care and childcare coverage for the two-week period of active duty.

# Grievance Procedures:

# A. Overview

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 grievance procedures. AmeriCorps grievance procedures may include an optional component - alternative dispute resolution. The procedures must include a hearing and binding arbitration, if necessary.

The grievance 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 may utilize these procedures. Allegations of discrimination should be directed in writing to the Corporation’s Office of Equal Opportunity. If the grievance alleges fraud or criminal activity, it must be immediately brought to the attention of the XX State Commission, CNCS, and the Corporation’s Inspector General.

By law, a program must provide a grievance procedure to resolve disputes filed by AmeriCorps members, labor unions, and other interested persons such as AmeriCorps member applicants. The first step in filing a grievance is to complete the grievance form provided in the AmeriCorps member handbook and submit it to the AmeriCorps Director. The grievance procedure must include a hearing and binding arbitration, which include the following requirement elements.

**B. Alternative Dispute Resolution (ADR)**

**1. Informal Resolution** - The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated with 45 calendar days of the date of the alleged occurrence. The aggrieved party should present in writing a request for an ADR meeting to the AmeriCorps Director. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

**2. Neutral Facilitation** – If ADR is instituted, the process must be aided by a neutral party designated by XYZ AmeriCorps who, with respect to the issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of his or her right to file a formal grievance. No communications or proceedings of ADR may be referred to or introduced into evidence at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

**C. Formal Grievance Proceeding**

**Time Limits -** Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such filed grievance must be made no later than 60 days after the filing of the grievance.

**D. Arbitration**

**1.Selection of Arbitrator** – If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days after the filing of a grievance, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties. If the parties cannot agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the Corporation’s Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

1. **Time Limits** - An arbitration proceeding must be held no later than 45 days after the request for arbitration, or if the arbitrator is appointed by the Corporation’s Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
2. **Cost** – In accordance with AmeriCorps regulations, the cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If the grievant prevails, the Grantee must pay the total cost of the proceeding and the attorney’s fees of the prevailing party.

**E. Suspension of Placement**

If a grievance is filed regarding a proposed placement of a member in a program, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

**F. Remedies**

Remedies for a grievance filed under a procedure established by XYZ AmeriCorps may include:

1. prohibition of a placement of a member; and
2. in grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is XYZ AmeriCorps:
3. Reinstatement of the employee to the position he or she held prior to the displacement;
4. Payment of lost wages and benefits;
5. Re-establishment of other relevant terms, conditions and privileges of employment; and
6. Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

**G. Effect of Non-compliance with arbitration**

A suit to enforce an arbitration award may be brought in any federal district court having jurisdiction over the parties without regard to the amount in controversy or citizenship.

Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XVII. Drug-Free Workplace Policy**

The policy of XYZ is to maintain a drug and alcohol-free workplace, thus helping to insure a safe and productive workplace. In addition, it establishes XYZ as a positive role model for the clients and community we serve. For the purpose of this policy, "workplace" is defined as any XYZ work environment or any other site where XYZ work is performed. In order to further this objective, the following rules regarding alcohol and other drugs in the workplace have been established.

A. “Illegal drug” means any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term also includes inhalants, marijuana, prescription drugs not legally obtained, and prescription drugs not used for their prescribed purposes. The manufacture, distribution, dispensing, possession or use of either alcohol or an illegal drug on or in the workplace is prohibited.

B. Having in one’s system a detectible level of alcohol or an illegal drug while on or in the workplace is prohibited. The unauthorized use or possession of alcohol and abuse of prescription drugs or over-the-counter drugs in the workplace is prohibited.

C. If XYZ has reasonable cause to believe that a member's ability to do the job is being impaired by alcohol or drug use, XYZ will require the member to submit to a drug/alcohol test as a condition of continued service. Refusal to submit to such a test will result in discipline, up to and including discharge for the member involved. Positive test results will result in discipline, up to and including discharge for the member involved.

D. Any member whose use of drugs results in excessive absenteeism or tardiness, poor job performance or is the cause of accidents may, at the discretion of XYZ, be referred by the immediate supervisorto the Employee Assistance Program for rehabilitation. If the member refuses or fails rehabilitation, service will be terminated.

E. Any XYZ member who has been charged or convicted under any criminal drug statute will notify his/her supervisor in writing no later than five (5) calendar days after such charge or conviction. Failure to notify his/her supervisor in writing will subject the member to disciplinary action up to and including discharge.

I have been given the opportunity to have any terms explained and/or questions answered fully. I understand the policy and accept its provisions as terms of my AmeriCorps service with XYZ. I recognize that violations of the policy could result in disciplinary action, up to and including termination of service.

**XVIII. Non-Discrimination Policy**

**A. Discrimination Prohibited** - A person, including a Member, a service recipient, or program staff, may not on the grounds of race, color, national origin, sex, age, religion, or political affiliation of such member, or on the basis of disability, if the Member is a qualified individual with a disability be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance.

This prohibition against discrimination includes but is not limited to:

1. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
2. Providing an opportunity which is different or provided differently;
3. Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
4. Segregating or subjecting a person to separate treatment;
5. Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
6. Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
7. Restricting a person’s enjoyment of an advantage or privilege enjoyed by others;
8. Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;
9. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
10. Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
11. Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
12. Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
13. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

**B. Public Notice of Nondiscrimination** – This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Nevada State Commission and/or Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Hawley Carlson, Director of AmeriCorps

Nevada Volunteers

639 Isbell Road, Suite 220

Reno, Nevada 89509

775.825.1900 (telephone)

775.825.1901 (fax)

hawley@nevadavolunteers.org

OR

CNCS Equal Opportunity Program

Corporation for National and Community Service

250 E Street, SW Washington, DC 20024

(800) 833-3722 (TTY and reasonable accommodation line)

(202) 565-3465 (FAX); eo@cns.gov (email)

**C. Discrimination Complaints, Investigations and Compliance Reviews** - Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation’s Office of Civil Rights and Inclusiveness. The Corporation will keep the identity of complainants and witnesses confidential except as necessary to conduct an investigation, hearing, or judicial proceeding.

XIX. Reasonable Accommodation Policy

1. **Background and Purpose**

AmeriCorps encourages individuals with disabilities to participate as national service providers through the AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. Under Federal law, any program receiving Federal funds is required to comply with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs, or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term "disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individual’s major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

A "qualified individual with a disability" is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.

XYZ AmeriCorps shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an "undue hardship". A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; half-time or modified schedules; acquisition or modification of equipment or devices, training materials or policies; etc.

1. **Confidentiality**

Information provided regarding her/his disability, by a potential member or a member shall be kept confidential, except that appropriate supervisors, managers, and safety and health personnel may be informed regarding any restrictions in service duties or necessary accommodations. Government personnel may be provided information in compliance with various laws and regulations.

1. **Self-Identification**

A potential member or a member with a disability is not required to disclose information about any physical or mental limitations, whether or not you believe it will interfere with your capability to perform the essential functions of the position sought or held. If you would like, however, for XYZ AmeriCorps to consider any special arrangements to accommodate a physical or mental impairment, you may identify that impairment, describe the functional limitations that result from that impairment, and suggest the type of accommodation that you believe would be appropriate. Medical verification of the condition may be requested by XYZ AmeriCorps for the member to be protected under the ADA.

Any requests for a reasonable accommodation should be directed to the AmeriCorps Program Director using the *XYZ AmeriCorps Reasonable Accommodation Request Form*. All approved requests for reasonable accommodations will be expedited within a "reasonable amount of time".

**XX. Civil Rights and Non-Harassment Policy**

All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. CNCS has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon **race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.** Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual’s gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client, volunteer); a co-worker or service member. Supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, are expected to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov), or through <http://www.nationalservice.gov/>.

**XXI. Nonduplication and Nondisplacement - 45 CFR § §2540.100 (e)-(f)**

**A. Nonduplication**

Corporation for National and Community Service assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (b) of this section 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.

**B. 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 for National and Community Service assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that
   1. will supplant the hiring of employed workers; or
   2. 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
   1. presently employed
   2. employee who recently resigned or was discharged
   3. employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures
   4. employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   5. employee who is on strike or who is being locked out.

**XXII. Member Consent/Acknowledgement**

*All XYZ AmeriCorps Members, regardless of age, must sign this agreement.*

I understand that this is a service agreement for up to twelve (12) months in a term of service on projects organized by XYZ AmeriCorps and private and public non-profit agencies in Nevada. I understand that I am responsible for my behavior and that I agree to abide by the terms and consequences of the XYZ AmeriCorps Member Service Agreement.

I understand that XYZ AmeriCorpscomplies with the Drug-Free Workplace Act of 1988 and maintains drug-free/smoke-free environments. I also understand that a criminal background check will be required by XYZ and I must fully disclose any criminal convictions during the application process.

I understand that my service with XYZ AmeriCorps may involve some risk and that I will advise my supervisor of any issue or situation that might prevent me from performing assigned service in a safe and competent manner. I have received a copy of my position description, and I understand that I am responsible for my behavior, and I am confident I can perform the service outlined therein. In consideration of my participation as a member, I agree to release XYZ AmeriCorps, all Sponsors ("Sponsors" includes financial contributors and/or work project sponsors of XYZ AmeriCorps), any officers, directors, employees, agents, or representatives of XYZ AmeriCorps and all Sponsors, from any and all claims for personal injury and property damage, or any other expense, loss or damage to me during my participation as a XYZ AmeriCorps Member.

I UNDERSTAND THAT THIS RELEASE OF ALL CLAIMS IS WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING ANY CLAIMS AGAINST XYZ AMERICORPS FOR ITS OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SPONSORS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF XYZ AMERICORPS AND ALL SPONSORS.

\_\_\_\_\_\_(initial) I certify that I have **not** served as an AmeriCorps Member before.

\_\_\_\_\_\_(initial) I certify that I have served with (name of AmeriCorps program) and I will provide details of my participation to my XYZ AmeriCorps Program Coordinator.

I understand that this service agreement takes precedence over (any and all) printed AmeriCorps documents or publications. I further understand that there are no other verbal, written or implied service agreements that can override this agreement.

I understand that this service agreement is dependent on XYZ receiving funding from Nevada Volunteers, the Nevada State Commission, and the Corporation for National and Community Service.

Member (Print) Full Name Member Signature

Date

AmeriCorps Program Director Signature Date

**Appendices**

Insert Member Position Description with a place for member signature or initials here