<<Insert Program Logo here>>

2020-2021

<<Insert Program Name, address and telephone here>>

“Program Name” Member Service Agreement



<<Insert Program Welcome Letter Here>>

Welcome,

Congratulations on becoming a member of AmeriCorps! AmeriCorps Programs help communities address locally defined challenges by mobilizing America’s greatest asset: our citizens. AmeriCorps Alabama Programs focus on these impact areas:

* Economic Opportunity,
* Veteran and Military Families,
* Education,
* Environmental Stewardship,
* Healthy Futures, and
* Disaster Response

The Corporation for National and Community Service (CNCS) administers AmeriCorps at the federal level and works in partnership with states to develop service programs and create a community-based national service network. The Governor’s Office of Volunteer Services (GOV’s) is the administrative agent for Alabama's AmeriCorps, and we are so happy to welcome you!

Becoming an AmeriCorps Member in means that you will be taking on a great endeavor for the benefit of your community. Whether you have lived here for your whole life, or you just relocated to serve in AmeriCorps, you will have a lasting impact on the community and people you serve.

Further, your AmeriCorps term of service is an investment in yourself. You will be trained in new skills and you will develop personally and professionally. We want you to have a wonderful experience as an AmeriCorps Member, and we will do all that wecan at a state level to ensure that your term of service benefits you and your future. **All of us at the Governor’s Office of Volunteer Services thank you for your service, welcome you to the team, and wish you the best of luck!**

Sincerely,

Melinda Stallworth Coordinator



## Purpose

It is the purpose of this agreement to delineate the terms, conditions, and rules of the membership regarding the participation of <<Insert Member Name>> [Optional(hereinafter referred to as the Member)] in the <<Insert Program Name>> AmeriCorps Program (hereinafter referred to as the Program).

As ruled by the United States Department of Labor on April 20, 1995, Members of AmeriCorps are not employees of AmeriCorps or the organization(s) in which they serve. Entry into a Member Agreement does not create a contract of employment with AmeriCorps or <<Insert Program Name>> in which a Member serves.

## Eligibility Requirements

## 2.1 An AmeriCorps participant must- 2.1.1 Be at least 17 years of age at the commencement of service; or 2.1.2 Be an out-of-school youth 16 years of age at the commencement of service participating in a program described in 45 CFR § 2522.110;

## 2.2 2.2.1 Have a high school diploma; or

## 2.2.2 Not have dropped out of elementary or secondary school to enroll as an AmeriCorps participant and must agree to obtain a high school diploma or its equivalent 2.2.3 Obtain a waiver from the Corporation of the requirements in paragraphs (ll)(A)(1) or (ll)(A)(2) and) of this section based on an independent evaluation secured by program demonstrating that the individual is not capable of obtaining a high school diploma or its equivalent; or

## 2.2.4 Be enrolled in an institution of higher education on an ability to benefit basis and be considered eligible for funds under section 484 of the Higher Education Act of 1965 (20 U.S.C.1091);

## 2.3 Be a citizen, national or lawful permanent resident alien of the United States;

## 2.4 Satisfy the national Service Criminal History Check eligibility criteria pursuant to 45 CFR 2540.202.

## 2.5 Written declaration regarding high school diploma sufficient for enrollment. For purposes of enrollment, if an individual provides a written declaration under penalty of law that he or she meets the requirements in paragraph (a) of this section relating to high school education, a program need not obtain additional documentation of that fact.

## 2.6 Primary documentation of status as a U.S. citizen or national. The following are acceptable forms of certifying status as a U.S. citizen or national:

## 2.6.1 A birth certificate showing that the individual was born in one of the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, or the Northern Mariana Islands;

## 2.6.2 A United States passport;

## 2.6.3 A report of birth abroad of a U.S. Citizen (FS-240) issued by the State Department;

## 2.64 A certificate of birth-foreign service (FS 545) issued by the State Department;

## 2.65 A certification of report of birth (DS-1350) issued by the State Department;

## 2.66 A certificate of naturalization (Form N-550 or N-570) issued by the Immigration and Naturalization Service; or

## 2.67 A certificate of citizenship (Form N-560 or N-561) issued by the Immigration and Naturalization Service.

## 2.7 Primary documentation of status as a lawful permanent resident alien of the United States. The following are acceptable forms of certifying status as a lawful permanent resident alien of the United States:

## 2.71 Permanent Resident Card, INS Form I-551;

## 2.72 Alien Registration Receipt Card, INS Form I-551;

## 2.73 A passport indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence; or

## 2.74 A Departure Record (INS Form I-94) indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence.

## Terms of Service

* 1. The Member’s term of service begins on <<Insert Start Date>> and ends on <<Insert End Date>>.
  2. The member will complete a minimum of hours of service during the term of service indicated in this agreement. Please indicate the term of service that applies to this member by checking the corresponding box below

|  |  |  |
| --- | --- | --- |
|  | Member Type | Minimum Hours Required |
|  | Full Time (FT) | 1,700 hours |
|  | Three Quarter Time (TQT) | 1,200 hours |
|  | Half Time (HT) | 900 hours |
|  | Reduced Half Time (RHT) | 675 hours |
|  | Quarter Time (QT) | 450 hours |
|  | Minimum Time (MT) | 300 hours |

* 1. Of the <<Insert Total #>> hours, a maximum of 10% (<<Insert #>> hours) may be spent on fundraising, and a maximum of 20% (<<Insert #>> hours) will be spent on training/education activities.
  2. The Member understands that to successfully complete the term of service (as defined by the Program and consistent with regulations of the Corporation for National and Community Service (CNCS) and to be eligible for the education award, the Member must satisfactorily complete the duration of their service as noted in paragraph (a) of this section, and all the hours of service as noted in paragraph (b) of this section. The program may want to expand on specific program requirements for successful completion here. (i.e. required training, meeting attendance, etc.)
  3. The Member understands that to be eligible to serve a subsequent term of service in AmeriCorps, VISTA or AmeriCorps NCCC, the Member must receive satisfactory performance reviews for any previous term of service The member’s eligibility for subsequent term of service with this program will be based on at least a mid-term and end-of-term evaluation of the member’s performance focusing on factors such as whether the member has:
     1. Satisfactorily complete assignments, tasks, and projects
     2. Met any other criteria that are clearly communicated both orally and in writing at the beginning of the term of service.
     3. The Member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement.

## benefits the member will receive from the program the following benefits

* 1. **Living Allowance**  The living allowance is designed to help Members meet the necessary living expenses incurred while participating in the AmeriCorps program. Programs do not pay a living allowance on an hourly basis. It is not a wage and should not fluctuate based on the number of hours the Member serves in a given time period. Programs pay the living allowance in increments, such as weekly, biweekly, or monthly.
  2. A living allowance up to $<<Insert Total Living Allowance Amount>>.
     1. The living allowance is taxable, and the AmeriCorps program is required to deduce FICA and Income Taxes directly from the living allowance.
     2. Eligibility to receive the maximum living allowance is dependent on the Member’s start date, exit date, and attendance with the Program.
     3. The living allowance will be distributed <<Insert Frequency>> by <<Insert Payment Method>> starting on <<Select First Payment Date>>. The <<Insert Frequency>> amount will be $ <<Insert Living Allowance Disbursement Amount>>.
     4. With the exception of pay periods that coincide with designated program breaks, the Member is required to serve a minimum of <<Insert Minimum # of Hours>> hours during each <<Select Pay or Timesheet Period>> period. If the Member fails to serve the minimum number of hours in a given <<Select Pay or Timesheet Period>>, they may be provided with a disciplinary contract. The Program may withhold the Member’s living allowance until all expectations outlined in the disciplinary contract are met.
     5. If zero hours are served in a given <<Select Pay or Timesheet Period>> period, the Member will not receive a living allowance payment for that service period.
     6. If the Member ends their service prior to the full completion of their term, they will not be entitled to payment of any remaining living allowance and may not be eligible to receive the Education Award.
  3. [If the Member is eligible] Healthcare insurance is provided to Members not otherwise covered by a healthcare policy at the time the Member begins service, the Member is eligible for the program provided healthcare insurance if they lose coverage during their term of service as a result or through no deliberate act of their own. The Member must notify the program if their eligibility status for healthcare insurance changes during their term of service.
  4. If applicable, a childcare allowance will be provided by the official AmeriCorps Child Care Provider (GAP Solutions, Inc.) directly to the provider, if the Member qualifies for the allowance. Members can apply online. <https://www.americorpschildcare.com/index.cfm?applyMember> or fill out a paper application, <https://www.americorpschildcare.com/index.cfm?tab2>.

1. The Member understands that they may be eligible for Unemployment Compensation based on service in AmeriCorps. For additional information on AmeriCorps participants and exempt employment considerations, please contact the office of Alabama Department of Labor n 1).
2. **Education Award**

Upon successful completion of the Member’s term of service, the Member will receive an education award from the National Service Trust in the amount of $<<Select Amount>>. The education award is considered taxable income during the year(s) used.

* 1. You can use your education award to pay current educational expenses at eligible schools and educational programs. It can also be used for programs of education, apprenticeships, or job trainings approved for educational benefits under the Montgomery G.I. Bill and the Post 9/11 G.I. Bill. For more information on the Segal Education Award, please go to <https://www.nationalservice.gov/programs/americorps/segal-americorps-education-award>
  2. A high school diploma or its equivalent is no longer required in order to receive an Education Award from the National Service Trust. A member must have completed a term of service certified by the program before an Education Award is available for use.
  3. The Member understands that their failure to disclose to the Program any history of having been released for cause from another AmeriCorps program will render them ineligible to receive the education award.

1. **Loan Forbearance**

A Member who have successfully completed a term of service in an AmeriCorps program are eligible to have the Trust pay up to 100% of the interest that accrued on their qualified student loan during their service. The portion that the Trust will pay is determined by the type of service (full or part-time) and the length of the service period. The Trust will only pay interest on qualified student loans.

## Position Description

It is understood that AmeriCorps Members are not employees of the AmeriCorps program or the federal government. Moreover, Members are not allowed to perform an employee’s duties or otherwise displace employees.

The definition of “participant” in the National and Community Service Act includes AmeriCorps Members. Under the law, “a participant (Member) shall not be considered to be an employee of the organization receiving assistance under the national service laws through which the participant (Member) is engaged in service” (42 U.S.C. 12511(30) (B)).

As an AmeriCorps Member serving with the Program as a(n) <<Insert Member Position Title>> at <<Insert Assigned Service Site>>. The full description of Member duties and responsibilities is attached to the Member Service Agreement.

In addition, you will be required to:

* Attend all required meetings and training
  + Comply fully with AmeriCorps reporting requirements which include completion of time

sheets, activity logs, and maintaining accurate and complete files as required by your

service site

* Participate in National Days of Service and Special Initiatives.

You may also be required to participate in:

* Recruiting and training of community volunteers
* Disaster Preparedness/Response Training, 2-1-1 Training, and/or CPR Training
* The Program may choose to add additional expectations here

## Prohibited Activities

AmeriCorps Members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below. Individuals may exercise their rights as private citizens and may participate in the activities listed on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so. 45CFR § 2520.65

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 nonprofit 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 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
   5. An organization engaged in the religious activities described in item “g.” above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing etc. See the Terms & Conditions for the rest of the paragraph.

## Rules of Conduct

The Member is expected to, at all times while acting in an official capacity as an AmeriCorps Member to conduct themselves in a positive manner, and:

*Leadership, Integrity, Volunteerism, Equality, Solutions*

* Strive to meet the highest standards of performance, quality service, and achievement
* Communicate and act with honesty, integrity, and openness
* Promote a service environment that values respect, fairness, and integrity
* Promote volunteerism
* Maintain confidentiality and respect the privacy rights of all individuals in the performance of their duties
* Confront problems by focusing on positive outcomes and solutions; avoid blaming others; be accountable

*Punctuality, Attendance, and Behavior*

* Be on time
* Be prepared for service
* Adhere to scheduled training and service hours
* Notify the Program Director as soon as possible if they will be tardy or absent

*Recordkeeping – The Program may want to add additional program-specific requirements*

* Complete time and activity reports for verification as directed by the Program Director
* Complete, document, and compile information pertaining to the Program’s performance measure goals and return the information to the Program Director
* Complete and return evaluations as required by the Program Director

*Service Relationships*

* Demonstrate mutual respect for others
* Follow directions and instructions
* Dress and conduct themselves appropriately
* Address all concerns, problems, and suggestions to the Program Director
* Always conduct themselves in a manner that brings favor to them as a Member, the host site, the Program, and AmeriCorps

**The Member SHOULD NOT participate in the following activities:**

* Answer phones
* Perform only clerical work
* Perform janitorial duties
* Provide childcare
* Service unrelated to the grant
* Supervising other Members

Team Leads provide an additional layer of leadership and support for members under certain conditions. They may assist by providing information and resources on best practices or by helping to develop portions of the program such as the training curriculum. Team Leads can be engaged, on a limited basis, in activities that support the administration of the AmeriCorps program. These include raising funds or in-kind contributions in direct support of specific AmeriCorps projects, such as team service projects.

**Further:**

* No more than 20% of the aggregate Member service hours may be spent in training, and/or Member development (45 CFR §2520.50),
* The sole duties of an AmeriCorps Member cannot be to refer individuals to federal or state assistance programs (42 USC § 12634(d)), and
* Fundraising for direct support of the AmeriCorps program cannot exceed 10% of a Member’s service hours (45 CFR § 2520.40-.45).

**The Member understands that the following acts also constitute a violation of the Program’s Code of Conduct:** Below is an example of an AmeriCorps Program’s Code of Conduct. Programs should adjust this list to reflect their own rules of conduct for AmeriCorps Members.

* Unauthorized tardiness;
* Unauthorized absences. Members should notify their service site supervisor in advance if possible or, at a minimum must notify the Program on the day of the absence;
* Repeated use of inappropriate language (i.e. profanity) at a service site;
* Failure to wear appropriate clothing to service assignments;
* Stealing or lying;
* Removing property or records from the service site without authorization;
* Engaging in any activity that may physically or emotionally damage other Members of the program or people in the community;
* Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the service term;
* Consuming alcoholic beverages during the performance of service activities;
* Being under the influence of alcohol or illegal drugs during the performance of service/activities;
* Failing to notify the program of any criminal arrest or conviction that occurs during the term of service;
* Failure to participate in scheduled program events and activities;
* Leaving the assigned site during the scheduled service hours without authorization;
* Insubordination or lack of cooperation;
* Possession of weapons of any type during service hours;
* Misrepresenting hours of service or falsifying time and attendance records;
* Disclosing confidential clients (student/family) or Program information;
* Falsify reports or records including, but not limited to AmeriCorps application, Personnel records, expense reports, service hour records, and/or Program reports;

## Unallowable Activities

The Member understands the following regulations set forth by the Corporation for National and Community Service as it relates to the service provided by the Member:

* + 1. FR §§ 2540.100(e)-(f)

**11.1 Non duplication.** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a provide 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.

* 1. **Non displacement.**

11..2.1 An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

11.2.2 An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

11.2.3

* 1. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
  2. 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.
  3. 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.

* 1. 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 worker;
     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;

* + 1. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
    2. Employee who is on strike or who is being locked out.

Failure to adhere to the previously established rules of conduct will result in the following disciplinary action(s); *Step by Sep Disciplinary Action– The Program should add additional program-specific requirements*

## Fundraising Regulations

The Member understands the following regulations and expectations set forth by the Corporation for National and Community Service related to the fundraising by Members.

**FR § 2520.40 Under what circumstances may AmeriCorps Members in my program raise resources?**

* 1. AmeriCorps members may raise resources directly in support of your program’s service activities.
  2. 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;

* + 1. Securing supplies and equipment from the community to enable volunteers to help build
    2. houses for low-income individuals;
    3. 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;
    4. Seeking donations from alumni of the program for specific service projects being performed by current members.
    5. AmeriCorps members may not:
  1. Raise funds for living allowances or for an organization's general (as opposed to the project)

operating expenses or endowment;

* 1. Write a grant application to the Corporation or to any other Federal agency.

## Release from Term of Service

* 1. The Member understands that they may be released for the following two reasons:
     1. For cause, as explained in paragraph b) of this section; or
     2. For compelling personal circumstances as defined in paragraph c) of this section.
  2. The Program will release the Member for cause for the following reasons:

**13.2.1** The Member has dropped out of the program without obtaining a release for

compelling personal circumstances from the appropriate program official;

**13.2.2** During the term of service, the Member has been convicted of a violent felony or the

sale or distribution of a controlled substance;

**13.2.3** The Member has committed a fourth offense in accordance with paragraph (E) of section VII of this agreement;

**13.2.4** The Member has committed any of the offenses listed in section VII of this agreement  or any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the Program.

1. The Program may release the Member from the term of service for compelling personal circumstances if the Member demonstrates through appropriate documentation that:

**14.1** The Member has a disability or serious illness that makes completing the term impossible;

**14.2** There is a serious injury, illness, or death of a family member which makes completing the term

unreasonably difficult or impossible for the Member;

* 1. The Member has Military service obligations;
  2. Some other unforeseeable circumstance beyond the Member’s control makes it impossible or unreasonably difficult for the Member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or the Program.

1. Compelling personal circumstances do not include leaving the Program:
   1. To enroll in school;
   2. To obtain employment; or
   3. Because of dissatisfaction with the Program.
2. The Program may suspend the Member’s term of service for the following reasons:
   1. During the term of service, the Member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the Member is found guilty or the charge is dismissed, the Member may resume their term of service. The Member, however, will not receive back living allowances or credit for any service hours missed.)
   2. During the term of service, the Member has been convicted of a first offense of possession of a controlled substance. (If, however, the Member demonstrates that they have enrolled in an approved drug rehabilitation program, the Member may resume their term of service. The Member will not receive back living allowances or credit for any service hours missed.)
   3. The Member is not serving, nor accumulating service hours for an extended period of time.
3. The Program may suspend the Member’s term of service for any reason other than a release for compelling personal circumstances as described in paragraph c), the Member will cease to receive the benefits described in paragraph a) of section IV and will receive no portion of the education award or interest payments.
4. If the Member discontinues their term of service due to compelling personal circumstances as described in paragraph c) of this section, the Member will cease to receive benefits described in section IV. If the Member completes at least 15 percent of the required term of service, the Member is eligible for a pro-rated education award (2522.230).
5. If applicable, program staff must immediately notify the healthcare insurance provider and childcare providers if a Member’s status changes in a manner that affects their eligibility for healthcare or childcare.

## Drug and Alcohol-Free

1. **Notice to Employees and Members.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees and members that:

* The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;
* Conviction of any criminal drug statute must be reported immediately to the Grantee;
* The employee's employment or member's participation is conditioned upon compliance with the notice requirements; and
* Certain actions will be taken against employees and members for violations of such prohibitions.

1. **Criminal Drug Convictions.** The Grantee's employeesand members must notify the Grantee in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify GOV’s within 10 days of receiving notice of such conviction. The Grantee must take appropriate action against such employee or member up to and including termination or member release for cause consistent with the Corporation's rules on termination and suspension of service or require the employee or member to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.

## Civil Rights & Non-Discrimination Policy

This program is available to all, without regard to race, color, national origin, disability, age, sex, 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 Corporation for National and Community Service.

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| **Civil Rights / Equal Opportunity Policy signed by CNCS CEO Barbara Stewart:**  The Corporation for National and Community Service (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. All programs administered by or receiving federal financial assistance from CNCS must be free from all forms of harassment.  Harassment is unacceptable in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. Any such harassment, if identified, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or national service participant. All recipients of federal financial assistance, including individuals, organizations, programs and/or projects are also subject to this zero-tolerance policy. When a violation occurs, appropriate corrective action subject to regulatory procedures will take place, 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 such behavior 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; and 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; a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); or a co-worker or national service participant.  I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, national service participants, or other individuals, 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 the CNCS Equal Opportunity Program (EOP). Discrimination claims not brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another procedure is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or [eo@cns.gov](mailto:eo@cns.gov). |

If you believe that you or others have been discriminated against, or if you want more information, contact:

Contact information

<<Insert Program Name, address and telephone here>>

Office of Civil Right and Inclusiveness

Corporation for National and Community Service

250 E Street, SW Washington, DC 20525

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

(202) 565-3465 (FAX)

[eo@cns.gov](mailto:eo@cns.gov) (email)

## Grievance Procedures

**Step 1**: *Preliminary Complaint Resolution (PCR).* As a preliminary first step, an aggrieved party should, if at all possible, address the concern directly with the AmeriCorps program in question, either through an immediate supervisor (if the aggrieved party is an AmeriCorps member) or with the program director or similar program authority (if aggrieved party is not an AmeriCorps member or if the direct supervisor is involved in the concern). Together, the program representative and the aggrieved party should first attempt to resolve the complaint through informal discussion and negotiation in alignment with the AmeriCorps program’s standard written policies for resolving complaints and concerns.

*Timeline:* Immediate (as soon as possible and ideally within 30 days of the occurrence to allow the issue to proceed, if necessary, to ADR before the deadline for an aggrieved party to seek such resolution within 45 days of the alleged occurrence).

**Step 2:** *Alternative Dispute Resolution (ADR).* If resolution is not achieved through Step 1 (Informal Resolution), the aggrieved party may then seek resolution through Alternative Dispute Resolution, which requires facilitated mediation and negotiation. ADR mediation proceedings must be aided by a neutral party who, with respect to an 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, and the proceedings are informal where the rules of evidence do not apply. At the initial session of dispute resolution proceedings, the aggrieved party must be advised in writing of the right to file a grievance and the right to arbitration. If the matter is resolved, the terms of the resolution are recorded in a written agreement, and the party agrees to forego filing any further grievance on the matter under consideration. Except for a written agreement, the proceedings are confidential.

*Timeline:* ADR must be initiated within 45 days of the alleged occurrence. If matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the aggrieved party must be informed in writing of the right to file a formal grievance.

**Step 3:** *Formal Grievance Filing and Hearing.* If resolution is not possible through Step 2 (ADR) and the matter is not resolved within 30 calendar days from the date that the Alternative Dispute Resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieved party files a grievance, the neutral party from ADR may not participate in the formal complaint process. Therefore, GOVS Foundation’s CEO will appoint a different neutral party to oversee the Grievance Hearing process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

*Timeline:* Grievance must be filed no later than one year after the alleged occurrence (except for fraud and criminal activity). The grievance hearing must be conducted no later 30 calendar days after the filing. A decision is made no later than 60 calendar days after the filing.

**Step 4:** *Binding Arbitration.* The final step, Binding Arbitration, is available to the affected party only if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the initial grievance. A qualified arbitrator will be used who is jointly selected and independent of the interested parties. The Corporation’s CEO will appoint an arbitrator if the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from either party. The cost of arbitration is divided evenly between the parties to the arbitration. If the participant, labor organization, or other interested individual prevails during arbitration, then the grantee pays the total cost of the proceeding and the attorney’s fees of the prevailing party.

*Timeline:* A request for arbitration must be filed no later than 90 days after the hearing decision. If no hearing decision is made within 60 days of the filing of the initial grievance, then a request for arbitration must be filed within 150 days of the filing of the initial grievance. An arbitration proceeding must be held no later than 45 calendar days after the arbitrator’s appointment, or no later than 30 calendar days after the arbitration commences. A decision must be made by the arbitrator no later than 30 days after the arbitration commences.

Other Important Information:

• If the grievance is regarding a proposed participant placement, the placement is not to be made unless it is consistent with the resolution of the grievance.

• If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation’s Office of Inspector General. Visit www.cncsoig.gov or call the OIG hotline at (800) 452-8210.

• Parties involved in a grievance are encouraged to work closely with the GOVS Program Officers assigned to the AmeriCorps program in question in navigating the grievance procedures. A list of GOVS staff may be found at <https://www.servealabama.gov/serve-alabama-staff>

See attached Grievance Procedure and AmeriCorps Code of Federal Regulations § 2540.230.

1. The Member understands that the Program has a grievance procedure to resolve disputes concerning the Member’s suspension, dismissal, service evaluation, or proposed service assignment.
2. The Member understands that, as a participant of the Program, they may file a grievance in accordance with the Program’s grievance procedure.

## Attachments

Non-Discrimination Policy (letter signed by Barbara Stewart)

Photo and Publicity Release Form

Emergency Contact Form

Member Position Description (must attach)

## Amendments to this Agreement

This agreement may be changed only by written consent by both parties.

## Authorization

The Member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. If the Member is under the age of 18 years old, the Member’s parent or legal guardian must also sign.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| AmeriCorps Member Name (please print) |  | Member Signature |  | Date Signed |
| Parent/Legal Guardian Name, if member under 18 (please print) |  | Parent/Legal Guardian Signature |  | Date Signed |
| Program Director Name (please print) |  | Program Director Signature |  | Date Signed |

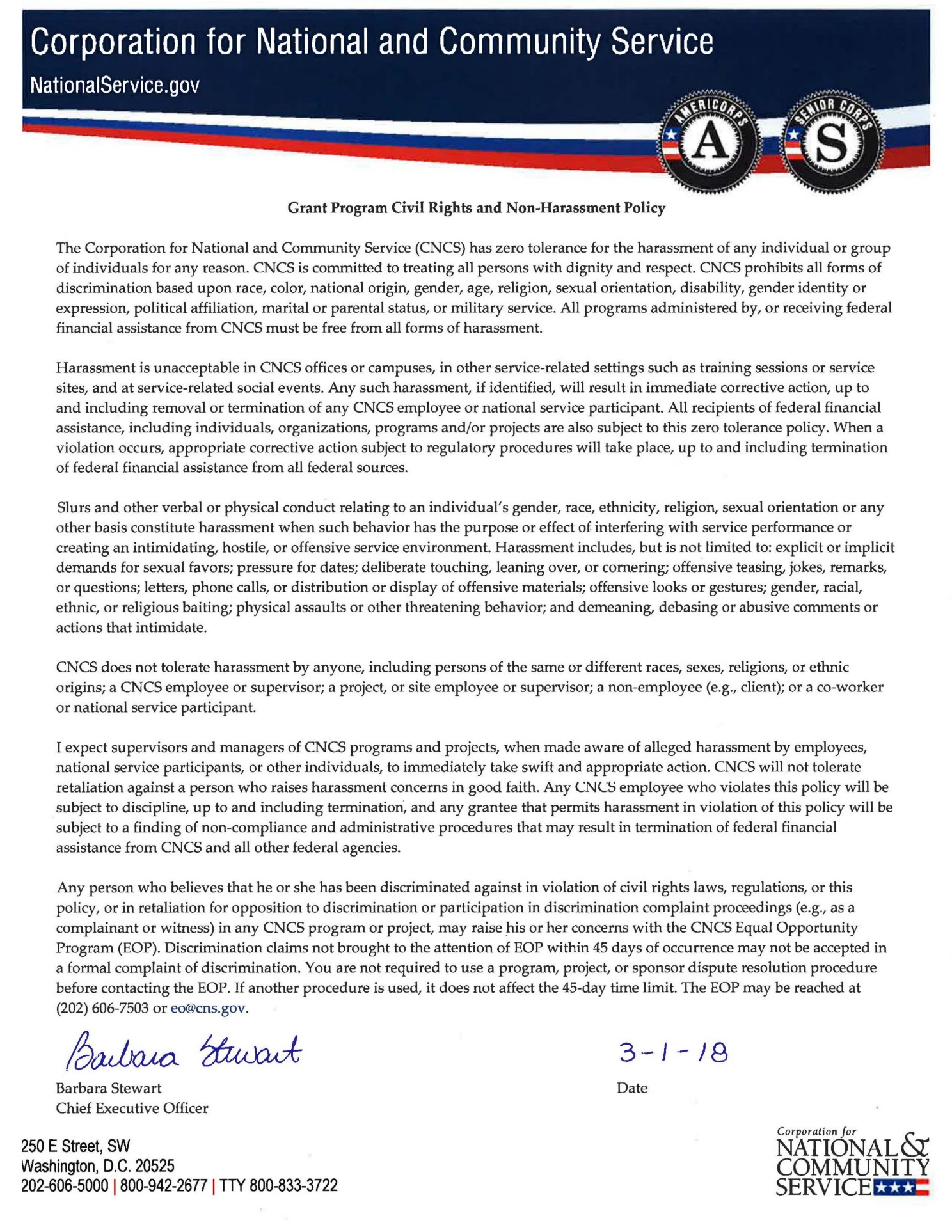


Photo and Publicity Release Form

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, give the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AmeriCorps Program and the Governor’s Office of Volunteer Services permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of the AmeriCorps Program. I agree that the AmeriCorps Program has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the AmeriCorps Program and AmeriCorps’ missions. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational 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., and hereby release the AmeriCorps Program and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

I have read and understood this consent and release.

**Please select one:**

I give my consent to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AmeriCorps Program and the Governor’s Office of Volunteer Services to use my likeness and to promote the AmeriCorps Program, its fiscal agent, and/or their activities.

I do not give my consent to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AmeriCorps Program and the Governor’s Office of Volunteer Services to use my likeness and to promote the AmeriCorps Program, its fiscal agent, and/or their activities.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Member

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian, if under 18 years old Date

Emergency Contact Form

I hereby authorize the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AmeriCorps Program to notify the below listed person(s) in case of serious accident, injury or illness occurring to me while engaging in program activities.

**Primary Contact** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Alternate Contact** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Member