**AmeriCorps Member Service Agreement**

***Disclaimer:*** *This document is intended as a good faith representative sample that requires customization before it can be used by an AmeriCorps program. OneStar has created this sample using existing federal guidance but cannot guarantee its accuracy. If you have questions before using this sample, please contact your OneStar Grants Officers.*

**I. PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of      (hereinafter referred to as the member) in the       AmeriCorps Program (hereinafter referred to as the Program).

**II**. **MINIMUM QUALIFICATIONS**

The member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age (or at least 16 years of age if the member is an out-of-school youth and a participant in one of two types of youth corps defined under the National and Community Service Act of 1990, as amended).

**III. TERMS OF SERVICE**

1. The member’s term of service begins on date and ends on date.
2. The member will complete a minimum of hours of service during the term of service indicated in this agreement.
	1. Full-Time Members must serve 1700 hours during a period of months.
	2. Half Time Member must serve at least 900 hours during a period of months.
	3. Reduced Half-Time Members must serve at least 675 hours during a period of       months.
	4. Quarter-Time Members must serve at least 450 hours during a period of       months.
	5. Minimum Time Members must serve at least 300 hours during a period of months.
3. The member understands that to complete the term of service successfully (as defined by the program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must complete the duration of their service (as noted in A above), all the hours of service (as noted in B above), and satisfactorily complete pre-service training and the appropriate education/training that relates to the member’s ability to perform service.
4. The member understands that to be eligible to serve a subsequent term of service 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 completed assignments, tasks, and projects
	2. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
5. The member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement.

**IV. POSITION DESCRIPTION (See attached Member Position Description)**

The name of the member’s direct supervisor is       who can be reached by phone/email at      .

**V. Non-duplication and Non-displacement:**

**45 CFR §§ 2540.100(e)-(f)**

**(e) Nonduplication**. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) 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.

**(f) Nondisplacement**.

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

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

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

 (4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

 (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

 (i) Will supplant the hiring of employed workers; or

 (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

 (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

 (i) Presently employed worker;

 (ii) Employee who recently resigned or was discharged;

 (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

 (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

 (v) Employee who is on strike or who is being locked out.

**VI. Fundraising Regulations:**

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

(a) AmeriCorps members may raise resources directly in support of your program’s service activities. (b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following: (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read; (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers; (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals; (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization; (5) Seeking donations from alumni of the program for specific service projects being performed by current members. (c) AmeriCorps members may not: (1) Raise funds for living allowances or for an organization’s general (as opposed to project) operating expenses or endowment; (2) Write a grant application to the Corporation or to any other Federal agency.

**§ 2520.45 How much time may an AmeriCorps member spend fundraising?**

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 described in § 2520.40.

**VII. BENEFITS**

1. The member will receive from the Program the following benefits:

Living Allowance: The living allowance is designed to helpmembers meet the necessary living expenses incurred while participating in the AmeriCorps Program.Programs must not pay a living allowance on an hourly basis. It is not a wage and should not fluctuatebased on the number of hours members serve in a given time period. Programs should pay the livingallowance in increments, such as weekly, biweekly, or monthly. Programs may use their organization's payrollsystem to process members' living allowances. However, if a payroll system cannot be altered andmust show 40 hours in order to distribute a living allowance, then members' service hours should bedocumented separately to keep track of their progress toward the Program's total required AmeriCorpsservice hours.

* 1. A living allowance in the amount of: $
		1. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
		2. The living allowance will be distributed ***[weekly] [biweekly][monthly]*** by ***[direct deposit] [check]*** starting on     .The ***[weekly] [biweekly][monthly]*** amount will be $      as outlined in the attached Living Allowance Pay Schedule.
	2. **[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 of service 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. The healthcare insurance policy is attached.
	3. If applicable, a child care allowance of $      will be provided by the official AmeriCorps Child Care provider (GAP Solutions Inc.) directly to the provider, ifthe member qualifies for the allowance. Additional information and forms may be found online at: <http://www.americorpschildcare.com/Forms.aspx>.
1. Upon successful completion of the member’s term of service, the member will receive an education awardfrom the National Service Trust. For successful completion of a       ***[Full Time] [Half Time][Reduced Half Time] [Quarter Time] [Minimum Time]*** term, the member will receivean education award in the amount of $      **[$5,775 for FT members, $2,887.50 for HT members, $2,199.92 for RHT members, $1,527.45 for QT members, and $1,221.96 for MT members]**
	1. If the member has not yet received a high school diploma or its equivalent (including an alternativediploma or certificate for individuals with learning disabilities), the member agrees to obtain a highschool diploma or its equivalent before using the education award. This requirement can be waived ifthe member is enrolled in an institution of higher education on an ability to benefit basis or theprogram has waived this requirement due to the results of the member’s education assessment.
	2. The member understands that his or her failure to disclose to the program any history of having beenreleased for cause from another AmeriCorps program will render him or her ineligible to receive theeducation award.
2. If the member has received forbearance on a qualified student loan during the term of service, the NationalService Trust may repay a portion or all of the interest that accrued on the loan during the term of service.

**VI. RULES OF CONDUCT**

1. **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 above. 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.

* + - 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 service agreements 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:

a) a business organized for profit;

b) A labor union;

c) A partisan political organization; or

d) 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 provisions shall be construed to prevent participants from participating in advocacy activities undertaken at their own initiative; and

e) An organization engaged in the religious activities described above in prohibited activity 7, unless CNCS assistance is not used to support the religious activities.

* + - 1. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
			2. Providing abortion services or referrals for receipt of such services
			3. Such other activities as CNCS may prohibit.
1. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:

[***Program can add or change these as they wish*]**

* 1. Comply with the rules and standards of the host agency.
	2. Demonstrate mutual respect toward others
	3. Follow directions
	4. Direct concerns, problems, and suggestions to [***designate the appropriate program official here***]
1. The member understands that the following acts also constitute a violation of the Program’s rules of conduct: [***Program can add or change these as they wish*]**
	1. Unauthorized tardiness
	2. Unauthorized absences
	3. Repeated use of inappropriate language (i.e., profanity) at a service site
	4. Failure to wear appropriate clothing to service assignments
	5. Stealing or lying
	6. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community
	7. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service
	8. Consuming alcoholic beverages during the performance of service activities
	9. Being under the influence of alcohol or any illegal drugs during the performance of service activities
	10. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service
2. **Drug-Free Workplace Policy**
3. **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 the OneStar Foundation 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.
2. **Drug-Free Awareness Program.** The Grantee must establish a drug-free awareness Program to inform employees and members about the dangers of drug abuse in the workplace, the Grantee's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance and member support services, and the penalties that may be imposed for drug abuse violations.
3. **Grantee Non-Compliance.** The Grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
4. **Non-Discrimination and Confidentiality Laws.** In implementing the Drug-Free Workplace Act, the Grantee must adhere to federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.
5. In general, for violating the above stated rules in section VI(C), the Program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale, or distribution of a controlled substance):
	1. For the member’s first offense, an appropriate program official will issue a verbal warning to the member.
	2. For the member’s second offense, an appropriate program official will issue a written warning and reprimand the member.
	3. For the member’s third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed. (Program will notify member in writing of the number of days of suspension)
	4. For the fourth offense, the Program may release the member for cause.

The program will notify the member of any violation and action being taken in writing. Notification signed by both the member and program supervisor will be kept in the member’s file.

1. The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (B), (D), and (E) of section VII of this agreement for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

**VII. RELEASE FROM TERMS OF SERVICE**

1. The member understands that he/she may be released for the following two reasons:
	1. For cause, as explained in paragraph (B) of this section
	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:
	1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
	2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance.
	3. The member has committed a fourth offense in accordance with paragraph (E) of section VI of this agreement.
	4. The member has committed any of the offenses listed.
	5. The member has committed another serious breach that, in the judgment of the program director, would undermine the effectiveness of the Program.
3. The Program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:
	1. The member has a disability or serious illness that makes completing the term impossible.
	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.
	3. The member has military service obligations.
	4. The member has accepted an opportunity to make the transition from welfare to work. Member must have been on welfare prior to enrolling in AmeriCorps.
	5. 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 non-renewal or premature closing of a project or the Program.
4. Compelling personal circumstances do not include leaving the Program:
	1. To enroll in school
	2. To obtain employment, other than moving from welfare to work
	3. Because of dissatisfaction with the Program
5. The Program must 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 not guilty or the charge is dismissed, the member may resume his/her 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 he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowances or credit for any service hours missed.)
6. The Program may suspend the member’s term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of section VI of this agreement.
7. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (B), (D), and (E), the member will cease to receive the benefits described in paragraph (A) of section V and will receive no portion of the education award or interest payments.
8. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the member will cease to receive benefits described in paragraphs (B) and (C) of section V.
9. Program director must submit written notification to health care providers and cancel health insurance within one week of the member’s exit date and submit written notification to NACCRRA (child care) providers and cancel child care.

VIII. Civil Rights and Non-Harassment Policy

Civil Rights and Non-Harassment Policy signed by CNCS CEO Wendy Spencer:

“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. 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); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, 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 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, or through <http://www.nationalservice.gov/>.”

**GRIEVANCE PROCEDURES (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 themember’s suspension, dismissal, service evaluation, or proposed service assignment.
2. The member understands that, as a participant of the program, he/she may file a grievance in accordancewith the Program’s grievance procedure.

**IX. Program has written policies that address:**

1. Grievance Procedures
2. Drug-Free Workplace
3. Nondiscrimination
4. Reasonable accommodation for members with disabilities

**X. AMENDMENTS TO THIS AGREEMENT**

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

**XI. 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) Signature Date

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

**Parent/Legal Guardian if member is under 18** (please print) Signature Date

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

**Program Director Name** (please print) Signature Date

*Attachments:*

* *Member Position Description*
* *Living Allowance Pay Schedule*
* *Grievance Procedures*
* *Drug-Free Workplace Policy*
* *Nondiscrimination Policy*
* *Reasonable Accommodation Form & Policy (for members with disabilities)*

**AmeriCorps Member Position Description**

**[*Program must include the member position description(s) as part of the Member Service Agreement.*]**

**AmeriCorps Living Allowance Pay Schedule**

**[*Program must include the member living allowance pay schedule that was submitted to OneStar and approved as part of the grant application and start-up process.*]**

**AmeriCorps Program Grievance Procedures**

In accordance with [42 U.S.C. 12636](http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap129-subchapI-divsnF-sec12636.pdf) and [45 C.F.R. 2540.230](http://www.gpo.gov/fdsys/pkg/CFR-2008-title45-vol4/pdf/CFR-2008-title45-vol4-sec2540-230.pdf), state and local applicants that receive assistance from the Corporation for National and Community Service (CNCS) must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation.

In general, aggrieved parties are encouraged to document their specific concerns and requested remedies in writing whenever seeking relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues, such as assignments, evaluations, suspension, or release of cause.

For AmeriCorps Texas programs operating under OneStar Foundation, the Texas state service commission, the following grievance procedure should be followed when handling such grievances:

* **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 time for informal resolution before ADR would need to be initiated).
* **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. With the exception of 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, OneStar 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:** 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](http://www.cncsoig.gov/) or call the OIG hotline at (800) 452-8210.
* Parties involved in a grievance are encouraged to work closely with the OneStar Grants Officers assigned to the AmeriCorps program in question as well as OneStar’s Director of National Service Programs in navigating the grievance procedures. A list of OneStar staff may be found at <http://onestarfoundation.org/about-us/our-staff/>.

**Drug-Free Workplace**

In accordance with the Federal Drug-Free Workplace Act of 1988, the program is committed to maintaining a drug and alcohol-free environment. Members are therefore notified that:

* The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;
* Actions, including termination from the program, will be taken against any member for violations of such prohibitions;
* As a condition of service as an AmeriCorps Member:
	+ Members will abide by the terms of drug-free workplace policy; and
	+ Notify the program director in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than *five* calendar days after the conviction.
* In joining AmeriCorps, the member agrees to remain drug-free for the remainder of the year.

As part of an ongoing member orientation and training, the program will inform members about:

* The dangers of drug abuse in the workplace and service area;
* The program’s policy of maintaining a drug-free workplace;
* Any available drug counseling, rehabilitation, and employee assistance programs; and
* The penalties that you may impose upon members for drug abuse violations occurring in the workplace or service area.

I have read and understand the Drug Free Workplace Policy:

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

*Signature of Member* *Date*

**[*Programs may elect to add to the minimum requirements of the drug free workplace policy. Such additions may include random or mandatory drug testing*]**

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

*OneStar Foundation OR Office of Civil Rights and Inclusiveness*

*Attn: AmeriCorps CNCS*

*9011 Mountain Ridge Dr. 1201 New York Avenue, NW*

*Suite 100 Washington, DC 20525*

*Austin, TX 78759 (800) 833-3722 (TTY and reasonable*

 *(512) 287-2000 (voice) accommodation line)*

 *(512) 287-2039 (fax) (202) 565-3465 (FAX); eo@cns.gov (email)* *americorps@onestarfoundation.org*

*Public Notice of Non-discrimination. The grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the grantee and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.*

**Reasonable Accommodation for Members with Disabilities**

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. As a program that receives federal funds, **[*the* program]** complies 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 individuals 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.

The program 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; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the **[*Reasonable Accommodation Request form*]**and submitting it to the program director.

**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.

**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 the program, 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 for the member to be protected under Section 504 of the Rehabilitation Act.

**Grievances:** An individual whose request for an accommodation was denied may use the grievance procedure outlined in the Member Service Agreement to appeal the decision and/or file a complaint with the Corporation for National and Community Service Equal Opportunity Office within forty-five days of the decision or forty-five days from when the member becomes aware of the decision.

I have read and understand the Disability Policy:

*Signature of Member* *Date*

**[*Program must develop a Reasonable Accommodation Request Form and process for submitting a request for accommodation.]***