

City Service Corps AmeriCorps Host Site Agreement (2020-2021 version)

This Host Site Agreement, hereinafter referred to as “the Agreement,” between the following two parties: 1) **NYC SERVICE**, the AmeriCorps Grantee Agency and 2) **(HOST SITE)**, hereafter referred to as “Host Site,” sets forth the parties’ understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service (Corporation’s) AmeriCorps program, pursuant to the National and Community Service Act of 1990 (42 USC 12501 *et seq.*) and the implementing regulations in 45 CFR parts 2510 through 2529, hereinafter referred to as “the Act”.

I. GENERAL PROVISIONS

A. Duration of This Agreement

- i. This Agreement shall become effective on the date of 8/15/2020 and shall end thereafter on 8/31/2021, unless terminated sooner by either or both of the parties. Termination of that agreement may occur if the Host Site materially fails to comply with any of the terms as outlined in this agreement.

II. MEMBER POSITION DESCRIPTION

- A. The Host Site shall adhere to the Member Position Description found in Appendix 1: Member Position Description(s) of this Agreement. Host site may not make any changes to the Member Position Description without first requesting a change to NYC Service and then gaining approval. Member will need to sign an amendment to their contract including the updated contract if approved as well as the host site signing amendment to this agreement.

III. RESPONSIBILITIES OF THE PARTIES

A. NYC Service Responsibilities

- i. Place AmeriCorps members with the Host Agency at its discretion.
- ii. Provide technical assistance and approval to the Host Site in planning, development, and implementation of the project.
- iii. Periodically review and assist the Host Site’s use of AmeriCorps members to achieve the objectives and perform the task(s) specified in the Member Position Description, including through a set number of host site compliance visits throughout the program term.
- iv. Promptly respond to written requests by the Host Site to move any AmeriCorps member from the project in accordance with the AmeriCorps program’s policies and procedures.
- v. Retain member records as the State Commission on National & Community Service or Corporation for National & Community Service may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the authorized entities for the purpose of litigation, audit or examination.
- vi. Provide members with the following:
- vii. Minimum health care coverage, if requested by the member
- viii. Monthly Unlimited MetroCard for each active month that a member is serving & commuting. MetroCards will be given to each member at the monthly professional development training.
- ix. Mandatory and supplementary professional development trainings.

- x. Branded AmeriCorps gear. Each member is required to wear an AmeriCorps branded item each day that they are receiving service hours
 - xi. Mini-grant funding for each member to attend courses, classes or conferences to further their skill development and professional knowledge. These requests must first be approved by supervisors and then approved for funding by NYC Service. Further information, including limitations on the mini-grants, can be found in the supervisor and member handbooks.
- B. Host Site Obligations**
- i. Manage AmeriCorps members' service hours, with the goal of facilitating that the required hours of service in the Member Contract is attained before the member's scheduled completion date.
 - ii. In order to successfully complete the program requirements (1700 hours), members should be serving full time at their host sites for at least 40 hours each week.
 - iii. Members are expected to be available for service Monday through Friday, 9AM to 5PM. If host site would prefer an alternative schedule, they must contact NYC Service for approval. This alternative schedule must provide the member with at least 40 hours of service time.
 - iv. If a member is unable to serve 40 hours because of scheduled (pre-approved vacation, etc) or unscheduled (sick time, emergency, etc) reasons, they are required to submit this information into a Time Off Tracker Survey.
 - v. If a member would like to request scheduled time off (pre-approved vacation, etc), this request must be submitted to the supervisor at least one week in advance. Additionally, the members will need to either present a plan on how their time out of service will not put them behind in their hours or how they will make up for these missed hours within a month. If a member is significantly (20+) hours behind their hours, they are not permitted to request time off until they are back on track with their hours. Any member who is requesting to be out of the office for 3 or more consecutive days must complete an Hours Plan. Any member who is requesting to be out of the office for 5 or more consecutive days must get this time approved by both the supervisor and their NYC Service Coordinator.
 - vi. In cases of illness or emergency, the member must notify their direct supervisor of an unexpected absence before the beginning of said day. Supervisor dictates how that should be communicated. Once a member returns to service, they must submit this information into the Time Off Tracker Survey. If a member is out for illness for 3 or more consecutive days, member must submit doctor's note on the Time Off Tracker.
 - vii. In the case of an emergency situation that will keep the member out of service for 5 or more service days, member should contact their host site supervisor and their NYC Service Coordinator to discuss placing member on temporary leave (suspension). During a temporary leave, the living stipend, childcare and medical coverage are all suspended.
 - viii. If a member falls significantly behind in hours or abuses time off (i.e. taking excessive time off and not meeting host site expectations), the member can be placed on a performance development plan or be removed from the program.
 - ix. Our program observes 9 City government holidays (see Appendix 3), which members can use for time off, and do not require making up the hours. If a host site has additional observed

holidays, the host site and member will need to account for this gap in service hours and create a plan to ensure they do not fall behind.

- x. AmeriCorps members that are absent without notice for 3 or more consecutive days will not receive a stipend and will be considered to have abandoned their host site. Host Site must notify NYC Service at the end of each day. If member has not arrived or provided sufficient information by the end of the third day, member will be exited from the program by NYC Service.
- xi. Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps members within the first two weeks of their service.
- xii. The Host Site must review the AmeriCorps Member Position Description and AmeriCorps Member Contract including all attachments with each AmeriCorps member.
- xiii. Member(s) will be removed from host site if AmeriCorps members are engaged in prohibited activities outlined by the AmeriCorps Regulations and listed in Section 5: 'Prohibitions of Use of Corporation Assistance By Grantee Agency and Host Site' in this Agreement.
- xiv. Assist in the provision of pre-service and in-service training, as defined by NYC Service, including insuring that all members placed at the Host Site do not have barriers to attending NYC Service-led mandatory trainings and events throughout the members' service term
- xv. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the program.
- xvi. Provide on-the-job training and other project support as specified in the Member Position Description.
- xvii. Confirm that the Host Site's AmeriCorps Supervisor(s) participate(s) in AmeriCorps Host Site Supervisor Orientation and all Host Site Supervisor Training provided by NYC Service. Supervisor Orientation will be held Thursday, August 15th and the remaining training dates can be found in Appendix 5 of this agreement.
- xviii. Provide each AmeriCorps member placed with the necessary training, tools and resources necessary to complete the activities described in the AmeriCorps Member Position Description, including any necessary technology that a member may not have personal access to as well as access to systems needed to complete their service.
- xix. If personnel changes at the Host Site agency result in a new staff member being appointed as AmeriCorps Host Site Supervisor, Host Site must notify NYC Service at least five business days before this change.
- xx. Provide a clean and safe working environment which includes:
 - a. Make every reasonable effort to ensure that the health and safety of AmeriCorps members are protected during the performance of their assigned duties. The Host Agency shall not assign or require AmeriCorps members to perform duties which would jeopardize their safety or cause them to sustain injuries. Host Agency must adhere to New York State Health Department codes by providing sufficient bathroom and workplace facilities.
- xxi. Indicate to NYC Service the actual departure date(s) of AmeriCorps member(s) who leave prior to completion of service date(s).

- xxii. Allow AmeriCorps members to participate in Days of Service:
 - a. I Love My Park Day/It's My Park Day
 - b. NYC Parks Stewardship Days
 - c. Martin Luther King Jr. Day of Service
 - d. Events hosted or supported by NYC Service, the Corporation for National and Community Service (CNCS), the New York State Commission on National and Community Service, the New York State Governor's Office, and or AmeriCorps and any other affiliated entities.
 - e. Service events and projects planned throughout the year including, but not limited to:
 - (a) New York State AmeriCorps Kickoff
 - (b) Required AmeriCorps Trainings
 - (c) AmeriCorps Week
 - (d) National Service Recognition Day
 - (e) National Volunteer Week/Month
 - (f) End of Year Recognition Ceremony

- xxiii. Report to NYC Service, within 24 hours, the unscheduled departure of AmeriCorps members, and otherwise keep the Host Agency informed, within 24 hours, of unscheduled changes of status and conditions of AmeriCorps members, such as arrests, hospitalization, and absence without leave.

- xxiv. Not employ, recommend for employment, nor otherwise facilitate the employment of AmeriCorps members assigned by NYC Service to the Host Site for any commitment that would interfere with their full-time service defined in their AmeriCorps Member Contract.

- xxv. Not assign AmeriCorps members to serve on projects or in offices based, or otherwise located, outside of the service area defined in the AmeriCorps Member Position Description unless granted explicit permission, in writing, from NYC Service and approved by the State Office of National & Community Service.

- xxvi. Work with NYC Service to provide site-specific information needed to help inform NYC Service in their approval/disapproval for a member reasonable accommodation request. Host site will then provide for any accommodation that is approved in the process and provide updates to NYC Service as needed.

- xxvii. Adhere to the AmeriCorps Grievance Procedures defined in the AmeriCorps Member Contract and also defined in Appendix 2: AmeriCorps Member Grievance Procedure of this Agreement.

- xxviii. Communicate all issues as defined here with NYC Service immediately:
 - a. The Host Site shall immediately notify NYC Service of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Host Site or AmeriCorps members funded through this agreement, including but not limited to, the death or serious injury of any staff or member; the arrest of any staff or member; possible criminal activity on the part of any staff or member; destruction of property by any staff or member; significant damage to the physical plant of the Host Site; or other matters of a similarly serious nature.

- b. Utilize the Performance Development Plan and/or mediation plan as outlined in the Supervisor Handbook for any performance challenges that may arise with a member outside of immediate safety risks posed by the member. In any case, NYC Service is the only entity that can terminate a member's service. Host site agrees to reach out to NYC Service when performance challenges arise.
- xxix. Allow AmeriCorps members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster, including, but not limited to, mandatory deployment by NYC Service or CNCS. All AmeriCorps Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps members and Grantee Agencies and Host Sites shall continue while on special disaster relief assignment as if the AmeriCorps members are in traditional service at the originally assigned Host Site.

IV. REPORTING

A. The Host Site will:

- i. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps members and the project as NYC Service may require, including data records and source documentation for member reports which will need to be maintained at least three years beyond a member's term of service.
- ii. Submit required programmatic reports within the required time frame.
- iii. Operate its project site in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.
- iv. Submit information required for NYC Service to complete necessary reports within the required time frame.
- v. Submit a Mid-Year Assessment, End of Year Assessment and any other compliance document for each member assigned at the host site as requested by NYC Service.
- vi. Approve each individual AmeriCorps member's timesheets in America Learns within the timeframe outlined by the NYC Service.
- vii. Provide additional information necessary to fulfill the aforementioned reporting requirements.
- viii. Use a performance development plan for an AmeriCorps member to record any challenges the member faces at their designated Host Site.
- ix. Ensure that persons selected as AmeriCorps members to serve at the Host Site are not related by blood or marriage to project staff, NYC Service, or Host Site staff, or responsible Corporation program staff.

V. HOST SITE SUPERVISOR RESPONSIBILITIES

A. The host site supervisor will be responsible for the following:

- i. Weekly check-in with each individual AmeriCorps member, at a minimum, to review member performance, status on assigned projects and overall progress towards project goals.
- ii. Fill out and meet with each AmeriCorps member regarding their Mid-Year and End of Year Assessments.

- iii. Verify the accuracy and approve each AmeriCorps member’s service hours by e-signing the member’s timesheet and confirming the member has e-signed each timesheet on a weekly basis. Timesheets run Saturday-Friday. Member will submit their timesheet at the end of the service day on Friday and supervisors have until Monday 5pm to approve. NYC Service will approve by Tuesday 5pm. The weekly timestamp is an important element for compliance with AmeriCorps regulations.
- iv. Mandatory attendance at AmeriCorps Host Site Supervisor Orientation and trainings.
- v. Adhering to the Status of AmeriCorps Members During Service
 - a. AmeriCorps members are not employees of the AmeriCorps program or of the federal government. The definition of “participant” in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, “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 engaging in service” (42 U.S.C. 12511(30)(B)). Moreover, members are not allowed to perform an employee’s duties or otherwise displace employees.
- vi. Ensure that their assigned AmeriCorps Member(s) will submit mandatory monthly report submissions in America Learns. Host site supervisor will certify monthly report submissions in America Learns.
- vii. Will complete and submit volunteer data request for NYC Service’s Volunteers Count report within 30 days of the request being sent, if applicable to the host site.
- viii. Post AmeriCorps signage (provided by NYC Service) up at the host site to recognize the federal investment of service at your host site, per AmeriCorps regulations. Additionally, will remind any member assigned at the host site of the requirement that the member wear at least one item of NYC Service provided AmeriCorps branded gear each day that member is in service and gaining service hours.
- ix. For non-COVID-related teleservice: Seek prior approval, with the member, for any teleservice that the member requests by using the process as outlined in the supervisor handbook. A member cannot gain hours through teleservice without the permission of NYC Service.
- x. Submit completed and signed form by both member and host site to receive written approval for in-person service or one-off events during the COVID-19 pandemic which must be approved by NYC Service and the NYS Commission. This should be sent to NYC Service at least one week before the event so there is enough time for approvals.
- xi. Follow and adhere to all other policies, including updated policies that may occur throughout the year, as set by NYC Service in the supervisor handbook given to supervisors at mandatory supervisor orientation before the program start date.

VI. NONDISCRIMINATION

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

- B. Sexual Harassment - Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Host Site must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
 - i. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Host Site, its agents or supervisory employees should have known of the acts.
 - ii. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
 - iii. Acts of sexual harassment toward fellow AmeriCorps members or non-employees, where NYC Service or Host Site, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
- C. All host sites are required to have sent NYC Service their Sexual Harassment/EEO policy before the program year. Any instance of sexual harassment at the host site between employees, volunteers, contractors, interns and the member are to be handled by the agency’s EEO officer and policies. If sexual harassment occurs between the member and another member or NYC Service staff, contractor, intern or volunteer, those instances will be handled by NYC Service’s EEO team.
- D. More additional information about the above policies are outlined in the supervisor handbook.

VII. DRUG-FREE WORKPLACE

- A. 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:
 - i. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;
 - ii. Actions, including termination from the program, will be taken against any member for violations of such prohibitions;
 - iii. As a condition of service as an AmeriCorps Member, the Member agrees to:
 - a. Abide by the terms of drug-free workplace policy;
 - b. 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. The Member must remain drug-free for the remainder of the year.
 - iv. As part of an ongoing member orientation and training, the program will inform Members about:
 - a. The dangers of drug abuse in the workplace and service area;
 - b. The program’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that you may impose upon members for drug abuse violations occurring in the workplace or service area.

VIII. DELEGATION AND SUBCONTRACTING

- A. The Host Site is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps members may not be assigned by the Host Site to

perform duties with other public or private non-profit agencies or organizations not defined in the AmeriCorps Member Position Description or without explicit approval by NYC Service.

IX. PROHIBITIONS OF USE OF CORPORATION ASSISTANCE BY NYC SERVICE AND HOST SITE

- A. NYC Service and Host Site both agree that while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:
 - i. Attempting to influence legislation;
 - ii. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - iii. Assisting, promoting, or deterring union organizing;
 - iv. Impairing existing contracts for services or collective bargaining agreements;
 - v. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - vi. 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;
 - vii. 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;
 - viii. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
 - ix. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 - x. Providing abortion services or referrals for receipt of such services; and
 - xi. Such other activities as the Corporation may prohibit.
- B. 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.

X. UNALLOWABLE ACTIVITIES

- A. 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. [VL3] AmeriCorps members may participate in fundraising activities but ONLY under limited circumstances:

- B. Members may generate funds/resources directly in support of the AmeriCorps program’s service activities. Examples of fundraising activities members may perform include, but are not limited to the following:
 - i. Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read;
 - ii. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - iii. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - iv. 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;
 - v. Seeking a donation from alumni of the program for specific service projects being performed by current members.
- C. AmeriCorps members may not:
 - i. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - ii. Write a grant application to the Corporation or to any other Federal agency.
- D. 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 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.
- E. Nondisplacement
 - i. 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.
 - ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 - iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 - iv. 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.
 - v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - a. Will supplant the hiring of employed workers; or
 - b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

- c. 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—
 - a. Presently employed worker;
 - b. Employee who recently resigned or was discharged;
 - c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - e. Employee who is on strike or who is being locked out.

XI. FINANCIAL RESPONSIBILITIES OF HOST SITE

A. Living Allowances, Other In-Service Benefits, and Taxes

- i. The Host Site is required to provide the funding, via OMB transfer, for the full living stipend and associated employer FICA for each member serving at the host site. NYC Service is responsible for administering payroll biweekly via the CSS payroll system operated via DYCD.
- ii. Living Allowances. A member living allowance is not a wage and programs may not pay living allowances on an hourly basis. Programs must distribute the living allowance at regular intervals and in regular increments. Living allowance payments may only be made to a participant during the participant’s term of service and must cease when the participant concludes the term of service or when instructed by NYC Service. Additionally, the program may not provide a lump sum payment to a participant who completes the originally agreed-upon term of service in a shorter period of time. In addition, the program must adhere to AmeriCorps regulations as they relate to living allowances; in particular, they are not required to provide unemployment insurance or provide fringe benefits.
 - a. Taxes and Insurance. Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, NYC Service must ensure that the following procedures are followed:
 - a. *Liability Insurance Coverage.* NYC Service is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
 - b. *Workers’ Compensation and Disability Coverage.* NYC Service is responsible for ensuring that members are covered under their workers’ compensation and disability policies.
 - c. *FICA (Social Security and Medicare taxes).* The Host Site must cover the employer share of FICA for any member receiving a living allowance, which is part of the overall total transferred via OMB. NYC Service also must withhold the employee share of FICA (currently 7.65%) from the member’s living allowance.
 - d. *Income Taxes.* Per federal AmeriCorps rules, NYC Service must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. NYC Service must comply with any applicable state or local tax requirements.
 - e. *Other taxes.* NYC Service must ensure that any other required payroll taxes (e.g., the metropolitan commuter transportation mobility tax, if applicable) are properly paid.

XII. INDEMNIFICATION CLAUSE

A. The Host Site shall defend, indemnify and hold NYC Service, the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which NYC Service, the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Host Site and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude NYC Service and the City from being completely indemnified by the Host Site, NYC Service and the City shall be partially indemnified by the Host Site to the fullest extent permitted by Law.

XIII. AMENDMENTS

A. This NYC Service and Host Site Agency Agreement may be amended at any time, in writing, executed by authorized representatives of NYC Service and Host Site.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.

TO COMPLETE:

Please complete all non-completed boxes in the chart below. Please add new lines for all separate budget/object/line of appropriations codes.

	Amount/ Member	Total # of Member(s) Requested	Total Agency Commitment to be transferred (Amount x # of members)	Budget Code	Object Code	Line of Appropriations
Member Stipend + Employer FICA	\$19,920.00					

Below are listed the supervisor(s) for the program year. If there is a change in supervisor(s) the organization agrees to let NYC Service staff know at least 5 business days before the change.

Supervisor Name: _____

Supervisor Title: _____

Supervisor E-mail Address: _____

Supervisor Phone Number: _____

Supervising following Position(s): _____

All listed supervisors will need to sign a form at Supervisor Orientation acknowledging their participation in the role of supervisor and their adherence to the policies laid out in this agreement as well as in the supervisor handbook.

Below is the fiscal point person for the agency in regards to this agreement:

Fiscal Point Person Name: _____



Fiscal Point Person Title: _____

Fiscal Point Person E-mail Address: _____

Fiscal Point Person Phone Number: _____

Below is the OMB Task Force person for the agency in regards to this agreement:

OMB Task Force Person Name: _____

OMB Task Force Person Title: _____

OMB Task Force Person E-mail Address: _____

OMB Task Force Person Phone Number: _____

By signing this agreement, the Host Site acknowledges that the finance point person has been informed of the fiscal implications for participation as a Host Site as well as the OMB Task Force Member for the agency.

Members cannot begin serving at a host site until this agreement has been returned to NYC Service signed by the host site. Deadline is September 10, 2020. (Signature section is on the next page.)

The below signatories all agree to this agreement:

Agency Commissioner or Division Head where Member(s) will be serving:

Title:

Signature:

Date:

Name of Person Submitting Agreement:

Title:

Signature:

Date:

NYC Service

Managing Director of Service Year Programs:

Signature:

Date:

APPENDIX 1: MEMBER POSITION DESCRIPTION(S)

The Host Site shall adhere to the Member Position Description(s) found here including all associated documents that are found beginning after the appendix section in this agreement. Any changes to the position description(s) throughout the program year must first be approved by NYC Service.

APPENDIX 2: AMERICORPS MEMBER GRIEVANCE PROCEDURES

A. State and local applicants that receive assistance from the Corporation 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. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general.

i. *Alternative dispute resolution.*

- a.** The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her 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.
- b.** If mediation, facilitation, or other dispute resolution processes are selected, the process 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. 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 dispute resolution agreement, the proceeding must be confidential.
- c.** *Grievance procedure for unresolved complaints.* If the matter is not resolved within 30 calendar days from the date the informal 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 aggrieving party files a grievance, the neutral may not participate in the formal complaint 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.
- d.** *Time limitations.* 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 grievance must be made no later than 60 calendar days after the filing of the grievance.

ii. *Arbitration—*

a. *Arbitrator—*

- a.** *Joint selection by parties.* If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of

a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.

- b.** *Appointment by Corporation.* If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.
- b.** *Time Limits—*
 - a.** *Proceedings.* An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.
 - b.** *Decision.* A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
- c.** *The cost.* The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.
- iii.** *Suspension of placement.* If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.
- iv.** *Remedies.* Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include—
 - a.** Prohibition of a placement of a participant; and
 - b.** In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—
 - a.** Reinstatement of the employee to the position he or she held prior to the displacement;
 - b.** Payment of lost wages and benefits;
 - c.** Re-establishment of other relevant terms, conditions and privileges of employment; and
 - d.** 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.
- v.** *Suspension or termination of assistance.* The Corporation may suspend or terminate payments for assistance under this chapter.

- vi. *Effect of noncompliance with arbitration.* A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

APPENDIX 3: NYC SERVICE RECOGNIZED HOLIDAYS

Below are the holidays recognized by NYC Service. If your host site has different holidays, your member should follow the host site holiday calendar. It is important to note, however, that members may fall behind in hour accrual if there are additional holidays than those listed below. Members will be responsible for making up all hours for site holidays to reach the hours goal of the program.

- September 7, 2020: Labor Day
- October 12, 2020: Columbus Day
- November 3, 2020: Election Day
- November 11, 2020: Veterans Day
- November 26, 2020: Thanksgiving Day
- December 25, 2020: Christmas Day
- January 1, 2021: New Year's Day
- February 15, 2021: Presidents' Day
- May 31, 2021: Memorial Day
- July 5, 2021: Independence Day Observed

APPENDIX 4: 2020-2021 PROFESSIONAL DEVELOPMENT SERIES

Virtual Orientation Overview

NYC Service AmeriCorps Orientation is a time for members to understand detailed parts of the program and the AmeriCorps member experience. All members are **required** to participate in orientation (even returning members). The 2020-2021 orientation will be virtual. Members will need you join activities/workshops by WebEx or Zoom. NYC Service will email all members the links to join each workshop for orientation week. The orientation will have important content to know for the year and be full with team building activities for members.

Below is a list of the topics that will be covered during orientation –

- **Program Policies and Procedures**

This is an overview of the AmeriCorps policies and produces

- **National Service Team Life of Service**

Over the course of orientation week, members will hear from the NYC Service team about their career path and life of service

- **Learning and Development Overview and Skills Assessment**

An overview of the learning experience for the year

- **Timesheets, Monthly Reports and Performance Measures**

A walkthrough for members on submitting timesheets and monthly reports

- **Program History and Expectations**

Members will learn the history of their AmeriCorps program and have an understanding of the expectations for the year

- **Racial Equity Workshop**

Every year, members are required to receive a racial equity training before starting at their host site

- **City Government Acronym Jeopardy (City Service Corps and NYC VISTA)**

This is a fun interactive game to help members learn city government acronyms

- **Community Expectations for Each Program**

With the help of their Program Coordinator, members will develop their community expectations for the year

- **Alumni Panel**

Member will have the opportunity to hear for AmeriCorps alumni and ask them questions

- **Civics 101**

This is an overview of civic and NYC government leaders

- **NYC Demographics**

Members will learn the demographic number of each community within NYC

- **Civic Engagement Workshop**

This will be an opportunity for members to learn more ways of becoming civically engaged in NYC

- **SNAP Workshop** (Only for City Service Corps and NYC Civic Corps Members)

This workshop will be for members interested in signing up for SNAP benefits. Members will learn more about the process (As a reminder –NYC Service does not manage the SNAP program. Our office only provides members with information. The NYC Department of Social Service manages the SNAP program)

- **Team Builders**

Throughout the week, members will participate in team building activities. This is an important part of the community building experience of the program year

- **Sexual Harassment Prevention in the Work Place**

Every year, members are required to receive a Sexual Harassment Prevention training before starting at their host site

- **Disability Etiquette and Awareness Training**

Every year, members are required to receive a Disability Etiquette and Awareness training before starting at their host site

- **LGBTQI Workshop**

Every year, members are required to receive a LGBTQ Workshop before starting at their host site

Legacy Workshops

NYC Service Legacy Workshops are the foundation trainings that all of our members must receive. These workshops will be mandatory for all members to attend. They are core part of our program and the AmeriCorps member experience.

NYC Service Legacy Workshops Below: (Dates are TBD) –

Data Series (101 & 102)

How and why it is important to collect data during your service year. Members will understand more about the data they collect and how to use it in their monthly report.

Prioritization & Time Management

This workshop will help you set SMART goals, understand the difference between Proactive Vs Reactive times and give you tips and techniques to managing your workload.

Facilitating Meetings

Members will learn best practices around prepare for a meeting and leading a meeting effectively.

DEI Training

This is a comprehensive, integrated, and strategic focus on diversity, equity and inclusion.

Using the AmeriCorps Education Award

A presentation on how to access your AmeriCorps education award after the service year. This will have tips/best practices for using the award.

Leaving a Sustainable Legacy at Your Host Site

This workshop will outline the steps needed to create a legacy document for the corps year. Members will also learn tips for transitioning out of their AmeriCorps term.

Making Service Shine in Resumes, Interviews, and Networking

This workshop will members explore ways to spotlight service experience in their resume, perfecting their service pitch and discover helpful interviewing tips.

Great Volunteer Management System (Mandatory for Civic Corps members. 5 workshops in total) (*This is optional for City Service Corps and NYC VISTA members)

GVMS is defined as a strategy guide for non-profits to manage their volunteers. Members will have the opportunity to learn about volunteer management, recruitment and engagement. With our partnership with NYCARES, NYC Service is committed to having members trained on these topic areas and using them at their host sites to build capacity.

Virtual Learning and Development Workshop

The virtual learning and development workshops will allow members to choose their own adventure for the year. At the beginning of the program year, members will be sent a sign-up link for the workshop. Members are **required** to sign-up for **at least six** of virtual workshops below for the year. Members are allowed sign-up for more than six workshops, but they will need approval from their supervisors.

Workshops that Members will be able to Sign-Up for between September – December:

Telling Your (Service) Story (Sept 18th)

This workshop will help members understand the importance of their service story and provide members with tips for building their personal brand.

Leadership Style Compass (Sept 25th)

The Leadership Compass provides participants a tool for understanding how they approach work and how it can differ from others.

CUNY Professional Growth Opportunities and Productivity (Sept 29th)

This workshop will help members to increase productivity, while growing their capacity to make the most of a changing work environment.

OneNYC 2050: New York City's Strategic Plan (Oct 7th)

Overview of history, purpose and initiatives with OneNYC 2050.

Survey Design and Creation (Oct 14th)

Members will learn important trick and tips to creation a survey and administering it to different communities with NYC.

Coat of Arms Activity (Oct 23rd)

This is a team building activity for members. Members will be able to creating and draw a Coat of Arms. This is a great challenge because it helps to weigh personal values and think about how to symbolically and artistically represent them with a design.

Personal Branding Workshop (Hosted CUNY) (Nov 10th)

This workshop will discuss the differences between elevator pitch and personal brand. Participants will develop a personal brand statement and identify ways the brand can be communicated.

City Budgeting and Finance (Nov 23rd)

Members will have the opportunity to learn how the City budget works and receive an overview from the team that manages the process.

Interviewing and Networking – Things to Know (Hosted by CUNY) (Dec 8th)

Members will take turns answering popular interview questions and practicing suggested. This workshop will also focus on transferable skills and how to present them for specific opportunities.

Public Speaking Practice through the Art of Debate (Dec 14th)

Utilizing debate activities to practice public speaking skills.

Department of Citywide Administrative Services – Civic Service 101 (Applying for New York City Government jobs) (Dec 16th)

Many members are interest in learning more about the city government employment process. The Department of Citywide Administrative Services (DCAS) offers our members the opportunity to learn more about applying for city agency jobs.

Additional Workshop/event that Members Can Attend:

NYC Service



Below is an NYC Service legacy event that members will be able to sign up for later in the year -

NYC Service AmeriCorps Networking Event

NYC Service AmeriCorps members will be given the opportunity to network with professionals in fields they are interested in and who they might not have the chance to meet otherwise. This event will allow members to hear the story of people working in different sectors. Members will have the opportunity to networks and ask questions.

APPENDIX 5: 2020-2021 CALENDAR OF CITY SERVICE CORPS SUPERVISOR MEETINGS

Date	Supervisor Meetings
August 17, 19 and 21, 2020	Supervisor Orientation
November 17, 2020	Supervisor Meeting
March 16, 2021	Supervisor Meeting
May 27, 2021	Supervisor Meeting