

City Service Corps Sample AmeriCorps Member Contract (2020-2021 version)

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of **Member Name** (hereinafter referred to as the member) in the City Service Corps AmeriCorps Program (hereinafter referred to as the Program). Member will serve as a member at the **Host Site Name**.

II. ELIGIBILITY REQUIREMENTS

A. An NYC Service AmeriCorps participant must:

- (i) Be at least 18 years of age at the commencement of service; or
- (ii) Be an out-of-school youth 16 years of age at the commencement of service participating in a program described below in § 2522.110(b) (3) or (g).

§ 2522.110(b)(3). A program in which economically disadvantaged individuals who are between the ages of 16 and 24 years of age, inclusive, are provided with opportunities to perform service that, while enabling such individuals to obtain the education and employment skills necessary to achieve economic self-sufficiency, will help their communities meet—

- (a) The housing needs of low-income families and the homeless; and
- (b) The need for community facilities in low-income areas.

B. An AmeriCorps participant must:

- (i) Have a high school diploma or its equivalent; or
- (ii) Not have dropped out of elementary or secondary school to enroll as an AmeriCorps participant and must agree to obtain a high school diploma or its equivalent prior to using the education award; or
- (iii) Obtain a waiver from the Corporation of the requirements in paragraphs (II)(B)(i) and (II)(B)(ii) of this section based on an independent evaluation secured by the program demonstrating that the individual is not capable of obtaining a high school diploma or its equivalent; or
- (iv) Be enrolled in an institution of higher education on an ability to benefit basis and be considered eligible for funds under section 484 of the Higher Education Act of 1965 (20 U.S.C. 1091);

C. An AmeriCorps participant must be a citizen, national, or lawful permanent resident alien of the United States.

(i) Primary documentation of status as a U.S. citizen or national. The following are acceptable forms of certifying status as a U.S. citizen or national:

- (1) A birth certificate showing that the individual was born in one of the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, or the Northern Mariana Islands;
- (2) A United States passport;

- (3) A report of birth abroad of a U.S. Citizen (FS-240) issued by the State Department;
- (4) A certificate of birth-foreign service (FS 545) issued by the State Department;
- (5) A certification of report of birth (DS-1350) issued by the State Department;
- (6) A certificate of naturalization (Form N-550 or N-570) issued by the Immigration and Naturalization Service;
- (7) A certificate of citizenship (Form N-560 or N-561) issued by the Immigration and Naturalization Service; or
- (8) New York State Enhanced Driver’s License.

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

- (1) Permanent Resident Card, INS Form I-551;
- (2) Alien Registration Receipt Card, INS Form I-551;
- (3) A passport indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence; or
- (4) A Departure Record (INS Form I-94) indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence.

III. CRIMINAL BACKGROUND CHECK

- A. The member authorizes the program to conduct a sex offender, criminal background check, and an FBI Background Check, and understands that:
 - a. A criminal or juvenile record may, but will not necessarily, disqualify that individual from participating in the program. The program will make a determination on a case-by-case basis in accordance with local laws, service partner policies and program policy. Members have the right to contest the results of the criminal background check.
 - b. An individual is ineligible to serve if the individual is registered or required to be registered on a State sex offender registry or the National Sex Offender Registry.
 - c. An individual is ineligible to serve if the individual has been convicted of murder.

III. TERMS OF SERVICE

- A. The member’s term of service begins on **XX** and ends on **XX**. At the discretion of the Program, the term of service may be extended beyond this date if the term does not exceed one year and is in the same AmeriCorps program year. The member and Program must agree to the extension in writing. Examples to extend the term of service are as follows: The member’s service has been suspended due to compelling personal circumstances and the member has returned to complete his/her term.
 - a. The member has been invited by the program staff to complete or continue a service project or initiative.
 - b. The member’s service has been terminated, but a grievance procedure has resulted in reinstatement.
- B. The **full-time** member will complete a minimum of 300 hours of service during this period.
- C. Although 300 is the minimum, commitment to the community overrides the minimum hour requirement and corps member hours may exceed 300.

- a. The members' service day will be a minimum of 8 hours a day, 5 days a week, not including lunch. Members' schedules and commitment can be extended depending on the host site's need and/or in order to meet the minimum requirement of 300 hours of service.
- D. Members will receive their stipend in evenly distributed payments throughout the service term, unless a member is under an approved suspension of service by NYC Service.
- E. The following are required service, training, or special events that members are required to attend and will receive service hours towards their term for the applicable duration.
 - a. Training or Service Activity:
 - i. Member Orientation and Required Professional Development Trainings
 - ii. NYC Service AmeriCorps Kickoff event
 - iii. 9/11 Day of Service
 - iv. Martin Luther King, Jr. Day of Service
 - v. End of Year Recognition Event
 - vi. Mental Health First Aid Training
 - vii. Emergency Response Trainings
 - viii. Parks Stewardship Days
 - ix. Other events as they may arise
- F. 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, they must:
 - a. Complete the duration of their service (as noted in A above);
 - b. Complete at least 1700 hours (as noted in B above);
 - c. Satisfactorily complete pre-service training and the appropriate education/training that relates to the member's ability to perform service;
 - d. Submit all required documents, including but not limited to timesheets, mid- and end-of-year evaluations, and data collection reports;
 - e. Satisfactorily completed assignments, tasks, or projects; and
 - f. Meet any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.
- G. 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:
 - a. Completed the required number of hours;
 - b. Satisfactorily completed assignments, tasks, or projects; and
 - c. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
- H. The member understands that the mere eligibility for an additional term of service does not guarantee selection or placement.
- I. The member agrees to follow all policies laid out herein the contract, as well as in Member Handbook, and in any additional policies as outlined by Host Site or NYC Service.

IV. MEMBER POSITION DESCRIPTION (See Attached Member Position Description in Attachment A)

- A. The member's service will fall under the tasks and duties outlined in the member position description in Attachment A.
- B. If there needs to be a change made to the position description as determined by the host site, the supervisor will propose changes which must be approved by NYC Service. Once approved, member

will sign an amendment to the current contract to reflect acknowledgement of the changed duties outlined in the updated position description.

- C. The member’s service will take place at the host site or associated locations. There is a Teleservice policy that can only be used with prior permission from NYC Service and only in limited circumstances. Teleservice is outlined in Attachment I of this agreement.

V. SUPERVISION

- A. The member will be assigned to a host site – and will report to a host site supervisor. Host site supervisor will provide day-to-day project guidance and assignments, on-site orientation and training, and coaching and mentoring through one-on-one meetings and goal setting.
- B. During trainings, the member’s interim supervisor will be a NYC Service Coordinator.

VI. BENEFITS

- A. The member will receive from the Program the following benefits:
 - a. **Living Allowance:** A living allowance shall be paid **biweekly** by **direct deposit or payroll card** in the amount of up to: \$(total stipend) total pre-tax for the entire term of service. The living allowance is designed to help members 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 fluctuate based on the number of hours members serve in a given time period. The living allowance is taxable, and Social Security, federal, state, and local income taxes will be deducted directly from the living allowance.
 - b. **Health Care Coverage** (Required for full-time Members)
 - i. City Service Corps provides an Affordable Care Act Minimum Essential Coverage health care coverage through the Corps Network. The member will be enrolled in the City Service Corps Health Plan by indicating that they would like to enroll on the health care enrollment form.
 - ii. For members who do not waive coverage, coverage will be effective as of September 1, 2020. For members who do not waive coverage and whose term of services commences after September 1, 2020, coverage will be effective as of their term of service start date.
 - iii. The member may decline coverage, as outlined in Attachment H, if they:
 - 1. Are enrolled in another health care coverage and can provide certification of enrollment and;
 - 2. Signs a waiver of coverage
 - iv. If the member waives coverage initially, they may enroll in the City Service Corps Plan later in the year.
 - v. The Program pays the monthly premium for enrollment in the City Service Corps plan and the member is responsible for the deductible and any co-pays incurred.
 - vi. Health care coverage will be provided only during active service or suspension and will end on the last day of the member’s final month of active service.
 - vii. Health care coverage is only offered to the City Service Corps member; spouses and dependents are not eligible for coverage.
 - viii. The member is not an employee of NYC Service or the City Service Corps and is not eligible for benefits through COBRA at the end of his/her coverage.
 - c. **Child Care**
 - i. Allowances will be administered by the CNCS child care provider and issued directly to the member’s childcare provider. In order to qualify the member must:

1. Be serving in a full time capacity;
 2. Be the parent or custodian of a dependent under 13 years of age who resides with them;
 3. Have a family income that does not exceed the state's income eligibility guidelines;
 4. Need child care assistance in order to participate in the program; and
 5. Not be receiving child care assistance from any other source at the time of acceptance into the CNCS child care program.
- ii. A member who feels they may qualify for AmeriCorps child care assistance should complete a Caregiver Application with their Program Director to determine eligibility.
- d. **Education Award:** Upon successful completion of the member's term of service, the member will receive a Segal AmeriCorps Education Award from the National Service Trust. For successful completion of a minimum of 1200 hours, the member will receive an education award in the amount of \$4,905.05.
- i. The award can be used to repay qualified student loans, pay the cost of current attendance at a qualified institution of higher education and/or pay expenses while participating in an approved school-to-work program as defined by the U.S. Departments of Labor and Education.
 - ii. The award is subject to taxes in the year/s in which it is used, and the member will have up to seven years from his/her last day of service to use the education award.
 - iii. The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.
 - iv. The member understands that they may serve up to four terms of service with different AmeriCorps programs, but may earn no more than the aggregate value of two full-time Segal education awards. If the member begins a term of service but fails to complete it for any reason, and that member has served at least 15% of the term, a member may receive a prorated education award provided the member was not dismissed for cause. Members serving more than 15% of the term will have that term counted toward the maximum of four allowable terms. If a member serves less than 15% of the term of service, the term will not be recognized or counted toward the maximum of four allowable terms.
- e. **Forbearance:** The member may request forbearance on qualified student loans by submitting a request through a My AmeriCorps online account. Members will receive instruction on setting up accounts approximately 30 days after start of service.
- i. Not all loans qualify for mandatory forbearance based on AmeriCorps enrollment (e.g., private loans do not); it is up to the individual lending institution to grant the request.
 - ii. If the member has received forbearance on a qualified student loan during the term of service, upon successful completion of the program, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.
- f. **MetroCard:** 30-day unlimited MetroCards will be provided to all full-time members to travel to and from their service location and trainings. Members will be given a monthly MetroCard only when commuting is required and consistent per the direction of the host site. NYC Service will work with the member and host site to distribute the MetroCard when required.

VII. MEMBER PROHIBITED/ UNALLOWABLE ACTIVITIES & RULES OF CONDUCT

A. Federal AmeriCorps Member Prohibited Activities

- a. 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-
 1. A business organized for profit;
 2. A labor union;
 3. A partisan political organization;
 4. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 5. An organization engaged in the religious activities described in paragraph (vii) 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.

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

B. Unallowable Activities:

- a. 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. AmeriCorps members may participate in fundraising activities but ONLY under limited circumstances:
- i. 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:
 1. Seeking donations of books from companies and individuals for a program in which volunteers tutor 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 a donation from alumni of the program for specific service projects being performed by current members.
- ii. 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 NYC Service, the Corporation or to any other Federal agency.
- b. 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 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.
- c. 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—
 1. Will supplant the hiring of employed workers; or
 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - vi. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 1. Presently employed worker;
 2. Employee who recently resigned or was discharged;
 3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 5. Employee who is on strike or who is being locked out.

C. Rules of Conduct:

- a. The member is expected to, at all times while gaining service hours and/or acting in an official capacity as an AmeriCorps member:
 - i. Comply with the rules and standards of the host site and NYC Service;
 - ii. Demonstrate mutual respect toward others;
 - iii. Demonstrate professional, courteous conduct;
 - iv. Follow directions;
 - v. Attend host site, service trainings and all other program activities on time and ready to serve and learn;
 - vi. Maintain a physical appearance reflective of his/her role in the AmeriCorps Program which includes following professional dress code standards of host site and NYC Service as well as wearing a branded item of AmeriCorps gear, given to all members by NYC Service at the beginning of the service term, each day a member is receiving service hours ;
 - vii. Direct concerns, problems, and suggestions to his/her assigned Host Site Supervisor and/or NYC Service Coordinator.
- b. The member understands that the following acts also constitute a violation of the Program's rules of conduct:
 - i. Unauthorized tardiness;
 - ii. Unauthorized absences;
 - iii. Falsifying or failing to complete Program records such as service timesheets, monthly reports, etc;
 - iv. Repeated use of inappropriate language (i.e., profanity) at a service site or any program event or activities;
 - v. Failure to wear appropriate clothing to service assignments;
 - vi. Stealing or lying;
 - vii. Engaging in any activity that may physically or emotionally damage staff members and volunteers of the host site and/or NYC Service, other members of the program or people in the community;
 - viii. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service;
 - ix. Consuming alcoholic beverages during the performance of service activities;
 - x. Being under the influence of alcohol or any illegal drugs during the performance of service activities;
 - xi. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service within 24 hours.
- c. Under the Drug-Free Workplace Act, a member must immediately notify their Host Site Supervisor and Program Director if they are convicted under any criminal drug statute. Member participation in the Program is conditioned upon compliance with this notice requirement, and the grantee may take action for violation of this.
- d. In general, for violating the above stated rules, 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):
 - i. A Program official or Host Site Supervisor will issue a verbal and/or written warning to the member.
 - ii. If the issue is not immediately resolved, a Program official or Host Site Supervisor will request a meeting with the member.
 - iii. 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. Even if the member does not agree to sign the notification, the action being taken will still be in effect.

- e. The member understands that they will be either suspended or released for cause in accordance with above paragraphs of this agreement for committing certain acts during the term of service.
 - i. The ability to suspend or release a member from the program lies solely with NYC Service.

VIII. ATTENDANCE

- A. In addition to the program's organizational holidays, members may request personal time off during the course of the year to be used for illnesses, doctor's appointments, childcare emergencies, bereavement, academic or career visits/interviews, or to observe a specific ethnic, religious or cultural holiday not officially celebrated by the program;
 - a. Members may request time off based on their hour accrual to date. If a member will dip below the target, a member will need to create an hours make up plan so they can show how they will get to 300 hours.
- B. The member's direct staff supervisor must receive and approve requests for personal days at least one week prior to the date of a proposed absence.
- C. In cases of illness or an emergency, the member must notify his/her direct staff supervisor of an unexpected absence or late arrival by the beginning of said work-day. If a member is not serving for 3 or more days due to illness, a doctor's note must be presented to both the host site supervisor and NYC Service.
- D. An absence of 3 or more consecutive days without notice to host site supervisor will constitute abandonment, and may result in suspension or dismissal – to be reviewed on a case by case basis.

IX. RELEASE FROM TERMS OF SERVICE

- A. The member understands that they may be released for the following two reasons:
 - a. For cause, as explained in paragraph (B) of this section
 - b. For compelling personal circumstances as defined in paragraph (C) of this section
- B. The Program will release the member for cause for the following reasons:
 - a. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
 - b. During the term of service the member has been convicted of a violent felony or with the sale or distribution of a controlled substance.
 - c. The member has committed another serious breach, including violating the rules of conduct, that, in the judgment of the program director, would undermine the effectiveness of the Program.
- C. The Program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:
 - a. The member has a disability or serious illness that makes completing the term impossible.
 - b. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member.
 - c. The member has military service obligations.
 - d. 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) or is enrolled in a program that includes in its approved objectives the promotion of employment among its members.
 - e. 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.

- f. Requests for a release from the term of service for a compelling personal circumstance must be submitted in writing to NYC Service staff, including any back up documentation.
- D. Compelling personal circumstances which ***do not*** constitute leaving the Program:
 - a. To enroll in school
 - b. To obtain employment, other than moving from welfare to work or enrolled in a program that includes in its approved objectives the promotion of employment among its members.
 - c. Because of dissatisfaction with the Program
- E. The Program ***must*** suspend the member's term of service for the following reason:
 - a. 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.)
- F. If the member discontinues his/her term of service for any reason the member will cease to receive the benefits described in paragraph (A) of section VI.
- G. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section IX of this agreement, the member will receive a pro-rated portion of the education award provided the member completed at least 15% of their term.
- H. Program director will 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 the CNCS child care provider and cancel child care.
- I. The Program may suspend or release the member from the term of service for cause for the additional reasons:
 - a. During the term of service NYC Service receives a notification via background check system that the member is ineligible to serve vulnerable populations.
 - b. The member chooses to stop reporting to assigned host site for any reason other than compelling personal circumstances as outlined in section IX paragraph (C).
 - c. The member violates any of the member prohibited/unallowable activities or rule of conduct provisions set forth in section VII of this agreement.
 - d. The host site releases a member for violating host site policies or any of the member prohibited/unallowable activities or rule of conduct provisions set forth in section VII of this agreement.
 - e. The Program determines that the member will be unable to complete the required minimum number of hours noted in section IV paragraphs (B) by the service term end date noted in section IV paragraph (A).

X. GRIEVANCE PROCEDURES (See Attachment B for Member Grievance Procedure and AmeriCorps Code of Federal Regulations, § 2540.230)

- A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation, or proposed service assignment.
- B. The member understands that, as a participant of the program, they may file a grievance in accordance with the Program's grievance procedure.

XI. The Program has written policies that can be found in the Attachments of this document:

- A. Member Position Description



- B. Grievance Procedures
- C. Drug-Free Workplace
- D. Nondiscrimination Clause
- E. Reasonable accommodation for members with disabilities
- F. Photography and Publicity Release Form
- G. Confidentiality Agreement
- H. Health Care Acknowledgement
- I. Teleservice Policy Acknowledgement
- J. COVID Teleservice Policy Acknowledgment
- K. Sexual Harassment Policy

XII. AMENDMENTS TO THIS AGREEMENT

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

XIII. 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, including all attachments to this agreement and all program policies as outlined in the member handbook.

| AmeriCorps Member | AmeriCorps Program Director |
|----------------------------|--|
| ----- Signature | ----- Signature |
| _____ Print Name | _____ <i>Aaron Miner</i> Print Name |
| _____ Date | _____ Date |

ATTACHMENT A

AmeriCorps Position Description

I have read, understand, and agree to adhere to the Position Description included in my contract. I also understand that any change in my position will need to be reviewed by NYC Service and an amendment to my contract, with the updated position description, will need to be signed after approval.

NYC Service



AmeriCorps

ATTACHMENT B**AmeriCorps Program Grievance Procedures**

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.

(a) *Alternative dispute resolution.*

- (1) 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.
- (2) 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.

(b) *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.

(c) *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.

(d) *Arbitration—*

(1) *Arbitrator—*

- (i) *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.
- (ii) *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 Corporation’s Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

(2) *Time Limits—*

- (i) *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.
- (ii) *Decision.* A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

(3) *The cost –*

- a. 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.

(e) *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.

(f) *Remedies.*

Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include—

- (1) Prohibition of a placement of a participant; and

- (2) In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—

displacement;

(i) Reinstatement of the employee to the position they held prior to

(ii) Payment of lost wages and benefits;

employment;

(iii) Re-establishment of other relevant terms, conditions and privileges of

(iv) Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

(g) *Suspension or termination of assistance.*

The Corporation may suspend or terminate payments for assistance under this chapter.

(h) *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.

ATTACHMENT C

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:

1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;

2. Actions, including termination from the program, will be taken against any member for violations of such prohibitions;
3. 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.

4. 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.

(Host sites may elect to add to the minimum requirements of the drug free workplace policy. Such additions may include random or mandatory drug testing)

ATTACHMENT D**CIVIL RIGHTS, COMPLAINT PROCEDURES AND RIGHTS OF BENEFICIARIES****NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE**

1. 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. Sample language is:

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:

NYC Service

(contact information)

or

Office of Civil Rights and Inclusiveness

Corporation for National and Community Service

(contact information)

The grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. Records and Compliance Information. The grantee must keep records and make available to CNCS timely, complete and accurate compliance information to allow CNCS to determine if the grantee is complying with the civil rights statutes and implementing regulations. Where a grantee extends federal financial assistance to subgrantees, the subgrantees must make available compliance information to the grantee so it can carry out its civil rights obligations.

3. Obligation to Cooperate. The grantee must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The grantee shall permit access by CNCS during

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normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

ATTACHMENT E

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 grantee agency 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 individual’s major life activities, a record of having such an impairment, or being regarded as having such an impairment. “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

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

Reasonable Accommodation Acknowledgement

NYC Service will make reasonable accommodation to qualified corps members with disabilities to enable them to perform the essential functions of their position description, or to enjoy the equal benefits and privileges of service, unless providing such accommodation would impose undue hardship. I understand that I have the right to request a reasonable accommodation at any time during my service term. Additionally, I understand that if my reasonable accommodation is denied there is an appeals process that I can follow. Finally, I understand that if I wish to request reasonable accommodation, I will reach out to NYC Service to begin the process.

Attachment F

Photograph and Publicity Release Form

I give my permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of AmeriCorps and NYC Service activities.

I agree that AmeriCorps and NYC Service has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the AmeriCorps and NYC Service mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet.

I acknowledge that I will not receive any compensation, etc. for the use of such pictures, etc., and hereby release AmeriCorps and NYC Service and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

I have read and understood this consent and release.

- I give my consent** to AmeriCorps and NYC Service to use my name and likeness to promote the program, its fiscal agent, and/or their activities.
- I do not give my consent** to AmeriCorps and NYC Service to use my name and likeness to promote the program, its fiscal agent, and/or their activities.

Attachment G

Confidentiality Agreement

I agree to hold confidential, both during and after the completion or termination of the NYC Service AmeriCorps program, all of the reports, information, and data furnished to, or prepared, assembled, learned or used by me in connection with my host site placement including all discussions, notes, and/or written or verbal comments related to my placement as deemed confidential by my host site supervisor, most notably any personal identification of clients/beneficiaries of the agency. I also agree to comply with the provisions of federal, state, and local law governing confidentiality and/or privacy of information. I will not photograph, videotape, audio-tape or otherwise record, in any manner whatsoever, any clients unless expressly permitted by the agency, and will not share or otherwise distribute to a third-party, including on social media platforms, any personal identifying information, including an individual's name or portion thereof, of any clients.

I agree to maintain the confidentiality of all confidential information by using a reasonable degree of care and complying with the best practices of my placement to protect the confidentiality of such confidential information. I will not share any confidential information with any person or entity outside of my host site placement without the prior written approval of my supervisor or other member of management at my host site placement. I will not use any confidential information for my own benefit or for any purpose other than that which is described by my position description or as directed by my host site supervisor. I understand that all confidential information is the property of my host site.

I agree that all documents created for my host site and the projects that I work on are property of my host site. Any removal of those documents, in addition to any agency documents, from my host site must be done with explicit approval of my direct supervisor. The reason for the removal must not be to benefit me personally in any financial or substantive way. I may not share documents with outside partners that contain any agency-specific information without approval.

I agree that any service work done on any personal computer that is for my host site will be deleted and fully removed from my personal computer at the end of my service term. Any confidential or proprietary information will be disposed of with guidance from my host site.

Attachment H

NYC Service AmeriCorps Health Insurance Coverage Options Form

As an AmeriCorps member, it is important to understand what health care options are available to you throughout the service year so you can choose what works best for your needs.

Review the options below and determine which one you will select during your service:

- **Family health care coverage:** Under the Affordable Care Act, once you're on a parent's job-based plan, in most cases you can stay on it until you turn 26. Generally, you can join a parent's plan and stay on until you turn 26 even if you are married, not living with your parent(s), attending school, or not financially dependent on your parent(s). For more information about this option, please see: <https://www.healthcare.gov/can-i-keep-my-child-on-my-insurance-until-age-26/>. In addition, if you are married you may be able to get coverage on your spouse's plan.
- **Health care coverage purchased through the Health Insurance Marketplace:** You may be eligible to obtain health care coverage through the Health Insurance Marketplaces where you are serving, and you may qualify for financial assistance to lower the costs of insurance. In some cases, insurance may be available with no monthly premium. Learn more at <https://nystateofhealth.ny.gov/>
- **Medicaid or Medicare coverage:** Under the Affordable Care Act, some states (including New York) expanded their Medicaid program. Depending on the amount of your stipend and where you serving, you may be eligible for Medicaid or Medicare. For more information, please see: <https://www1.nyc.gov/site/ochia/coverage-care/medicaid.page>
- **Health plan offered by NYC Service:** NYC Service AmeriCorps members are able to enroll in The Corps Network Plan, which is compliant with Minimum Essential Coverage (MEC) as detailed in the Affordable Care Act (ACA) and will last through the end of the month of the last day of my service. Coverage through The Corps Network is paid for by NYC Service and is not deducted from the member stipend. Information about Corps Network coverage can be found here: <https://4studenthealth.relationinsurance.com/plan/tcn-health-plan-for-members-2018-2019-1349/>

Note: If there is a change in your insurance during your corps year, please reach out to NYC Service to update us on your status.

NYC Service AmeriCorps Health Insurance Coverage Options Form (continued)

I have read and understand that I must choose one of the health care options available to me. The health care option I have chosen is:

- Family health care coverage**
- Health care coverage purchased through the Health Insurance Marketplace**
- Medicaid or Medicare coverage**
- Health plan offered and paid for by NYC Service (The Corps Network Plan)**

I understand that I must have some form of insurance and will be able to show proof of insurance to NYC Service if select an option other than The Corps Network Plan. If I accept coverage through the Corps Network plan, I understand that I will be enrolled in the provided health care coverage as of the start date of service and will remain enrolled while in active service through the end of the month of my last day of service.

Attachment I

NYC Service Non-COVID related Teleservice Policy Acknowledgment

NYC Service national service members are expected to earn their hours while serving at their host site locations. It is understood that some positions require fieldwork, which should be included in the position description. Members are required to accrue service hours at their host sites so that the hours can be easily verifiable and supervised.

However, in rare and unusual circumstances, there may be instances when a teleservice arrangement may be required. This can only occur if the following conditions are met:

- Follow all guidelines set forth by CNCS teleservice policies in addition to NYC Service policies. (https://newyorkersvolunteer.ny.gov/system/files/documents/2018/07/2017-teleservice_0.pdf)
- The total amount of time the member will earn hours through teleservice will not exceed a period of **six months**.
- Members cannot serve more **than two complete days (16 hours)** through teleservice each week.
- Written authorization from the supervisor is provided to the NYC Service Coordinator at least one week in advance of when the teleservice is expected to begin and must be approved by NYC Service.
- A system for validating service hours is approved by the supervisor and Coordinator. This is some sort of online software or database with a time-in and time-out feature that can be tracked by the supervisor.
- Host site supervisors submit documentation validating the teleservice hours to the Coordinator each week.
 - Ex. A host site supervisor can submit a copy of an hours logged sheet, which could provide a time-in and time-out record for the member.

If these conditions are not met, the member's hours will be **invalidated** and will not be counted towards their annual requirement.

It is important to note that this teleservice policy only applies to member in very rare circumstances and **must** be approved of before teleservice begins by NYC Service Staff. NYC Service can review and decide to cancel telework at any time if it does not meet our stated policy standards.

Attachment J

NYC Service COVID Teleservice Policy Acknowledgment

- 1) **In the event of a host site closure due to COVID-19, below is the NYC Service AmeriCorps member TeleService policy to support member service, in consultation and approval from the host site:**
 - a. **TeleService:** If a member’s approved service can support doing tasks/activities via TeleService during a host site closure, the member has access to the necessary technology, **and** the host site has the capacity to support the provision, supervision and approval required for TeleService, NYC Service encourages the host site to allow the member to do so. This way, the member can continue gaining AmeriCorps service hours. NYC Service will temporarily alter the current TeleService policy of only allowing up to 16 hours/week to allowing members the ability to serve full-time in the event of a host site closure, if it is approved by the host site. The member must have access to technology (whether they agree to use personal technology or if the host is able to provide) to work on items during the TeleService period. NYC Service would then work with supervisor and member to ensure all parties understand basic expectations. The minimum expectations by NYC Service in order to verify and validate hours for CNCS compliance purposes include:
 - i. Member sends an email each morning with their plan of service activities for that day
 - ii. Member sends an email at end of day with a summary of accomplishments
 - iii. Member will also fully detail their TeleService activities on their America Learns Timesheet
 - iv. Member will also fully detail their TeleService activities on their America Learns Timesheet.

REMINDER: While collecting TeleService hours, members cannot engage in prohibited or unallowable activities, including sending any political or other prohibited emails from personal emails.
- 2) **In the event of a host site closure and a member’s service or any related tasks to the member’s service cannot be completed via TeleService, the following are options for the member:**
 - a. **AmeriCorps Suspension:** A member would be placed on an AmeriCorps suspension (a pause in service) until the host site is reopens. If suspension is due to COVID-19 related issues, member benefits, including stipend, will be distributed during this time. If stipend payments continue, members would still be responsible for reaching hours goal by the end of the program term.
 - b. **AmeriCorps Compelling Personal Circumstance Exit:** In the case where a member would prefer to not take a suspension and TeleService is not an option, a Compelling Personal Circumstance (CPC) would be provided to that member because of the nature of COVID19. In the case of a CPC, a member would be exited from the program with a prorated education award based on the number of hours that a member has served up until the day of exit. (Note: a member must have served at least 15% of their hours in order to be eligible for a CPC.)
- 3) **Self-Quarantine/Home Monitoring:** Host sites and members are asked to follow the guidelines as set forth by the NYC Department of Health and Mental Hygiene which can found here: <https://www1.nyc.gov/site/doh/health/health-topics/coronavirus.page>. If a member is required to quarantine because of travel or exposure that is outside of a host site closure, the member should be in touch with their supervisor **and** NYC Service as soon as possible. NYC Service will work with the member and supervisor on a case by case basis.

Attachment K

NYC Service Sexual Harassment Policy

NYC Service, Office of the Mayor, is committed to providing a service environment free from sexual harassment for its service year members. NYC Service has implemented this policy to fully comply with applicable federal, state and local laws, rules and regulations. At National Service Program orientation, all new service year members are required to attend sexual harassment training provided by New York City Commission on Human Rights before reporting to their host site. All community based organization (CBO) partners are required to submit a copy of their sexual harassment policy before a member can serve at their organization.

Sexual harassment is unwelcome conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment. This conduct is unwelcome if the person did not initiate/encourage/provoke/request it, and feels that the conduct is demeaning, insulting, offensive, undesirable, hostile, intimidating or threatening. A broad range of behavior may be considered sexual harassment, including, but not limited to; sexually suggestive remarks, pictures or gestures, verbal abuse or harassment of a sexual nature, subtle or direct propositions for sexual favors, and any unnecessary touching, patting, or pinching. Conduct constitutes harassment when:

- Submission or rejection of advances, requests or conduct is made either explicitly or implicitly; or
- Submission or rejection of such conduct is used as the basis for employment decisions affecting the service member; or
- Such advances, requests or conduct have the purpose or effect of unreasonably interfering with a member's term of service or creating an intimidating, hostile, or offensive work environment

What is the scope of the sexual harassment policy?

This policy pertains to everyone who works for the service program or within its facilities or workplaces, including current service year members, supervisors, managers, and applicants for the service program.

If any service year member believes that they have been subjected to sexual harassment, whether by a supervisor, another employee at their host site, or another member, that member has the right to file a complaint with the designated EEO Officer at their host site and notify NYC Service. The complaint may be submitted in writing or verbally. The EEO officer will conduct a formal investigation into the complaint. The final decision of the investigation cannot be appealed. NYC Service has the right to discipline any member who is found to violate this policy, up to and including termination of the member's service.

NYC Service's role throughout a sexual harassment complaint is to:

- Inform National Service member to file an EEO complaint with their host site organization
- Support the investigation of the EEO sexual harassment complaint and follow up with EEO Officer, as needed

This policy further recognizes that a person may sexually harass someone even if that person did not intend to do so, if the person's behavior was unwelcome, offensive, intimidating or hostile.

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NYC Service will not tolerate retaliation against any member who files a complaint of sexual harassment or provides information regarding such conduct. In the event of retaliation against a member, immediate reporting by the member should be made to the host site EEO officer. NYC Service should also be notified by the member. If there are any questions regarding the NYC Service Sexual Harassment Policy, please contact NYC Service's Managing Director, Service Year Programs.