



**Jesuit Volunteer Corps (JVC) Northwest AmeriCorps Program  
Member Service Contract  
2013-2014**

**I. PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and rules of Membership regarding the participation of \_\_\_\_\_ (hereinafter referred to as the "JV AmeriCorps member") in the JVC Northwest AmeriCorps Program (hereinafter referred to as the "Program") for the Program Year: 2013-2014.

**II. MINIMUM QUALIFICATIONS AND HIGH SCHOOL CERTIFICATION**

**A.** The JV AmeriCorps member certifies that they are a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age. Members must certify under penalty of law that they have a high school diploma or equivalency certificate, or agrees to obtain one before using the Segal AmeriCorps Education Award (hereinafter referred to as the "education award").

**B.** Please complete one of the certifications below. This information is required.

I certify under penalty of law that I have a high school diploma or high school equivalency certificate\*.

Name of school/institution: \_\_\_\_\_

Location of school/institution: \_\_\_\_\_ (city and state)

Date diploma/certificate rec'd: \_\_\_\_\_ (month and year)

**OR**

I certify under penalty of law that I expect to complete a high school diploma or equivalency before using the AmeriCorps education award.

Name of school/institution: \_\_\_\_\_

Location of school/institution: \_\_\_\_\_ (city and state)

Expected date diploma/certificate will be completed: \_\_\_\_\_ (month and year)

\* High school equivalency certificate: A formal document certifying that an individual has met the state requirements for high school graduation equivalency by obtaining satisfactory scores on an approved examination and meeting other performance requirements (if any) set by a state education agency or other appropriate body. (Includes home schooling and GED, contact your state department of education for more information).

### III. TERMS OF SERVICE

A. The JV AmeriCorps member's term of service begins on: **8-5-13** and the term is expected to end on: \_\_\_\_\_.

B. The JV AmeriCorps member will complete a minimum of: *(Please check one)*

1700 hrs (full-time) 900 hrs (half-time) 300 hrs (minimum time) in up to 12 months.

Of these hours, a maximum of 20% of the total hours may be credited to training, education, and other similar approved activities. For all terms of service, the required minimum hours must be completed within one year of the enrollment date.

C. The JV AmeriCorps member understands that to successfully complete the term of service (as defined by the Program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, they must complete the required minimum hours for the term of service, satisfactorily complete pre-service training (including AmeriCorps orientation and the appropriate education/training that relates to the Member's ability to perform service), **stay for the entire term of service as indicated by the dates of this contract**, and complete all JVC Northwest AmeriCorps paperwork by the established deadlines. The JV AmeriCorps member understands that they must submit a minimum of one story describing the impact of their service.

D. The JV AmeriCorps member understands that if they fail to complete the minimum required hours for the term of service in which they are enrolled, the JV AmeriCorps member will not receive any portion of the education award.

E. A JV AmeriCorps member's failure to disclose to the Program any history of having been released for cause from another AmeriCorps program will render them ineligible to receive the education award. Being released for cause, however, does not necessarily affect eligibility to serve for an additional term of service.

F. The JV AmeriCorps member understands that they are to abide by the following standards of the JVC Northwest program and any breach of these standards may be cause for dismissal:

1. The JV AmeriCorps member affirms the JVC Northwest Covenant, previously signed as a condition of acceptance into JVC Northwest, with respect to living the four JVC Northwest values.
2. The JV AmeriCorps member is to:
  - a. attend and participate in the JVC Northwest Orientation Week.
  - b. participate in Community meetings (to be held at least weekly).
  - c. participate in Spiritual sharing/Reflection gatherings (to be held at least weekly)
  - d. live in their assigned JV Community and attend regular community meals and activities as decided by the community.

- e. participate in JVC Northwest-sponsored retreats.
  - f. participate in the structured closure of the year with the community.
3. The JV AmeriCorps member will complete the mid-year and end-of-year evaluations.
  4. The JV AmeriCorps member will fulfill the service description for which the JV AmeriCorps member is accepted, plus have a readiness to participate in other activities, which are not necessarily part of the service description but are integral to the assignment and are compliant with AmeriCorps regulations.
  5. Any significant change in the JV AmeriCorps member's community situation requires prior consultation with the Program Coordinator.
    - a. All behavior of the JV AmeriCorps member shall promote the welfare of the JV AmeriCorps member, their JVC Northwest community, and the mission of the Partner Agency and JVC Northwest. A JV AmeriCorps member who fails to meet this standard will be considered for dismissal.
  6. In compliance with AmeriCorps regulations, the JV AmeriCorps member is to receive no remuneration from the Partner Agency or JVC Northwest of any kind outside of the designated living allowance.
  7. All JV AmeriCorps members will share in the cost of community expenses which include, but are not limited to, housing costs, food and utilities.
  8. The JV AmeriCorps member receiving a living allowance is responsible for a housing cost of \$425 per month which includes rent and other associated housing costs. The JV AmeriCorps member is also responsible for individual costs including, but not limited to, transportation to and from the service site as needed, medical co-pays and/or deductibles, and any other living expenses they incur. JVC Northwest will provide funding for the aforementioned expenses for Jesuit Volunteers who are not AmeriCorps members and who do not receive a living allowance.
  9. If in the rare instance, a JV AmeriCorps member makes the decision to leave JVC Northwest, they agree to make reasonable effort to pay to the community account the JV AmeriCorps member's share of outstanding community expenses related to their year of service in community.

#### **IV. POSITION DESCRIPTION**

Position description(s) are part of the JV AmeriCorps member service contract (see end of document). The position description specifies the types of AmeriCorps duties, service activities, and assignments the member is expected to complete. Only activities that can and will be credited to AmeriCorps time are presented. The JV AmeriCorps member's service site is:

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## **V. BENEFITS**

**A.** Upon successful completion of the JV AmeriCorps member's term of service (1700 hours), the full-time JV AmeriCorps member will receive an education award from the National Service Trust for the amount of **\$5,550**.

**B.** Upon acceptance and enrollment into JVC Northwest AmeriCorps, the JV AmeriCorps member is eligible for forbearance of qualified student loans.

**C.** If the JV AmeriCorps member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay the interest that accrued on the loan during the term of service.

## **VI. AMERICORPS PROHIBITED ACTIVITIES AND RULES OF CONDUCT**

**A. PROHIBITED ACTIVITIES:** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supporting the AmeriCorps program or the Corporation for National and Community Service, JV AmeriCorps Members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts or strikes;
3. Assisting, promoting or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to –
  - a. A business organization 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 (7) of this section, unless Corporation assistance is not used to support those religious activities;
- 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- 10. Providing abortion services or referrals for receipt of such services; and
- 11. Such other activities as the Corporation may prohibit.

**B. JV AmeriCorps Members** may not engage in the above activities directly or indirectly by recruiting, training, or managing others (e.g. volunteers) 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 own initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear AmeriCorps logo while doing so.

**C. NONDISPLACEMENT AND NONDUPLICATION:** In accordance with AmeriCorps provisions, JV AmeriCorps Members **cannot** displace employees and/or duplicate services provided by employees of the partner agency. This includes substituting for employees who are ill.

The official regulation (45 CFR § 2540.100) reads:

- **(e) Nonduplication.** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
- **(f) Nondisplacement.**
  - (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
  - (2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
  - (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
  - (4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
  - (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
    - (i) Will supplant the hiring of employed workers; or

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

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

(i) Presently employed worker;

(ii) Employee who recently resigned or was discharged;

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

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

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

**D. FUNDRAISING ACTIVITIES: JV AmeriCorps members**

For the JVC Northwest AmeriCorps Program only in-kind fundraising is allowable in specific situations in which JV AmeriCorps members are securing program resources that directly support service activities and are approved by JVC Northwest in the official position description. In these cases, JV members may only spend up to 10% of their AmeriCorps service hours in this capacity.

The official AmeriCorps regulations (45 CFR §§ 2520.40-.45) read:

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

(a) AmeriCorps members may raise resources directly in support of your program's service activities.

(b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

(1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;

(2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

(3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;

(4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;

(5) Seeking donations from alumni of the program for specific service projects being performed by current members.

(c) AmeriCorps members may not:

(1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;

(2) Write a grant application to the Corporation or to any other Federal agency.

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

An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in § 2520.40.

**E.** The JV AmeriCorps Member must abide by the JVC Northwest Code of Conduct.

**F.** The JV AmeriCorps member understands that the following acts constitute a violation of the AmeriCorps rules of conduct:

1. Unauthorized tardiness.
2. Unauthorized absences.
3. Repeated or gross violation of professional norms and standards of conduct.
4. Repeated use of inappropriate language (i.e. profanity) at a service site.
5. Failure to wear appropriate clothing to service assignments.
6. Stealing or lying.
7. \*\*Engaging in any activity that may physically or emotionally damage other Members of the program or people in the community.
8. \*\*Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
9. \*\*Consuming alcoholic beverages during the performance of service activities.
10. \*\*Being under the influence of alcohol or any illegal drugs during the performance of service activities.
11. \*\*Failing to notify the Program/JVC Northwest AmeriCorps of any criminal arrest or conviction that occurs during the term of service.

**\*\* May result in immediate dismissal**

**G.** Under the **Drug-Free Workplace Act**, the JV AmeriCorps member must notify the JVC Northwest Program Director (the Executive Director) within five (5) days, if they are convicted under any criminal drug statute. Participation in the JVC Northwest AmeriCorps Program is conditional upon compliance with this notice requirement and JVC Northwest will take action upon noncompliance by the JV AmeriCorps member.

**H.** In general, for violating the above stated rules in section VI(F) #1-6, the JVC Northwest AmeriCorps Program may do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance):

1. The JV AmeriCorps member may be issued a verbal and then written warning or reprimand by an appropriate official
2. After a third offense, a JV AmeriCorps member may be released for cause.

**I.** The JV AmeriCorps member understands that they will be either suspended or released for cause in accordance with paragraphs (B), (C), and (F) of section VII of this agreement for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance

## **VII. RELEASE FROM TERMS OF SERVICE**

**A.** The JV AmeriCorps member may be released from the term of service in the following two ways:

1. Suspension, as described in paragraph (F) of this section; or,
2. Termination.

**B.** The JV AmeriCorps member understands that they may be released for the following two reasons:

1. For cause, as explained in paragraph (C) of this section; or
2. For compelling personal circumstances as defined in paragraph (D) of this section.

**C.** The JVC Northwest AmeriCorps Program will release the JV AmeriCorps member for cause for the following reasons:

1. The JV AmeriCorps member has dropped out of the Program for reasons other than compelling personal circumstances;
2. During the term of service the JV AmeriCorps member has been convicted of a violent felony or the sale or distribution of a controlled substance;
3. The JV AmeriCorps member has committed a third offense in accordance with paragraph (F) of section VI of this agreement;
4. The JV AmeriCorps member has committed any of the offenses listed in VI (F) #7-11 or
5. Any other serious breach that in the judgment of the Program Director of the JVC Northwest AmeriCorps Program would undermine the effectiveness of the program.

**D.** The JVC Northwest AmeriCorps Program may release the JV AmeriCorps member from the term of service for compelling personal circumstances if the member demonstrates that:

1. The JV AmeriCorps member has a disability or serious illness that makes completing the term impossible;
2. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the JV AmeriCorps member;
3. The JV AmeriCorps member has Military service obligations; or
4. Some other unforeseeable circumstance beyond the JV AmeriCorps member's control makes it impossible or unreasonably difficult for the JV AmeriCorps 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.

**E.** Compelling personal circumstances do **not** include leaving the JVC Northwest AmeriCorps Program:

1. To enroll in school;
2. To obtain employment, other than in moving from welfare to work; or
3. Because of dissatisfaction with the program.

**F.** The JVC Northwest AmeriCorps Program may suspend the JV AmeriCorps member's term of service for the following reasons:

1. During the term the JV AmeriCorps member requests a suspension based on compelling personal circumstances, as described in paragraph (D) of this section. During the suspension from service, the member will not receive credit for service hours or benefits (as described in Section V). The JV AmeriCorps member may resume their term of service once the circumstances supporting the suspension have been resolved. If the JV AmeriCorps member does not resume the term within the one year period, the member may request that the JVC Northwest AmeriCorps Program exit the member and the member will be eligible for a partial education award based on the number of hours served in the term.
2. During the term of service the JV AmeriCorps member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the JV AmeriCorps member is found not guilty or the charge is dismissed, the JV AmeriCorps member may resume their term of service. The JV AmeriCorps member, however, will not receive credit for any service hours missed as a result of the suspension.)
3. During the term of service the JV AmeriCorps member has been convicted of a first offense of possession of a controlled substance. (If, however, the JV AmeriCorps member demonstrates enrollment in an approved drug rehabilitation program, the JV AmeriCorps member may resume the term of service. The JV AmeriCorps member will not receive credit for any service hours missed as a result of the suspension.)

**G.** If the JVC Northwest AmeriCorps Program releases the JV AmeriCorps member for cause or for compelling personal circumstance, the JV AmeriCorps member will cease to receive the benefits described in paragraphs (B) and (C) of section V.

**H.** If the JVC Northwest AmeriCorps Program releases the JV AmeriCorps member for cause the JV AmeriCorps member will receive no portion of the education award. If, however, the JVC Northwest AmeriCorps Program releases the JV AmeriCorps member for compelling personal circumstances, the JV AmeriCorps member is eligible to receive a prorated education award, provided the JV AmeriCorps member has satisfactorily completed at least 15 percent of the minimum required hours for their term of service.

**I.** A term that ends early, either for cause, or for compelling personal circumstances, is still considered a term and the education award that the member receives, or would have been eligible to receive, will count towards the total of two education awards an individual may receive through service with AmeriCorps.

## VIII. WHISTLE BLOWER POLICY

Jesuit Volunteer Corps (JVC) Northwest seeks to conduct all of its activities in an ethical, responsible and legal manner. Board members, staff and volunteers are expected to practice integrity and honesty in fulfilling their responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to support the Jesuit Volunteer Corps (JVC) Northwest's goal of legal compliance and provide protection to employees and volunteers by providing a mechanism to report unethical, irresponsible or illegal behavior.

**Policy:** It is the intent of JVC Northwest to adhere to all laws and regulations that apply to the organization. The board, staff and volunteers must comply with various laws and regulations.

JVC Northwest will not retaliate against a director, employee or volunteer who in good faith, has made a protest or raised a complaint against some practice of JVC Northwest or against another individual or entity with whom JVC Northwest has a business relationship.

**Procedure:** If a director, employee or volunteer should discover information leading him or her to believe that a serious wrongdoing, illegality or unethical behavior has occurred in JVC Northwest, they shall report this information in writing to the chair of the board of directors. If the chair of the board is not available or is implicated in the wrongdoing, they shall report the information to another board officer.

The chair or board officer shall conduct an investigation. Reports of violations will be kept confidential, except in conjunction with the investigation of the complaint. The board can depart from this policy if it concludes the benefits of disclosure outweigh the benefits of confidentiality. Appropriate corrective action will be taken if warranted by the investigation.

The Corporation for National and Community Service (CNCS) OIG operates a Fraud Hotline to provide an opportunity for concerned citizens, program participants, employees of CNCS grant recipients, volunteers, and others to report instances of fraud, waste, abuse of authority, and mismanagement.

**OIG Hotline telephone number is 1-800-452-8210.** Reports may also be made via e-mail to [hotline@cncsig.gov](mailto:hotline@cncsig.gov).

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about the policy.

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## IX. GRIEVANCE PROCEDURES

**A.** The JV AmeriCorps member understands that JVC Northwest AmeriCorps has an AmeriCorps grievance procedure to resolve disputes concerning the JV AmeriCorps member's suspension, dismissal, service evaluation or proposed service assignment, as well as issues related to non-selection of JV AmeriCorps members, and displacement of employees, or duplication of activities by AmeriCorps.

**B.** The JV AmeriCorps member understands that, as a participant of the JVC Northwest AmeriCorps Program, they may file a grievance in accordance with the JVC Northwest AmeriCorps Program grievance procedure at any time within the established deadlines.

### **Jesuit Volunteer Corps Northwest AmeriCorps Grievance Procedure**

This procedure is open to grievances from participants, labor organizations and other interested individuals concerning the AmeriCorps program.

#### **1. Informal Resolution**

The person filing a complaint and Jesuit Volunteer Corps (JVC) Northwest will resolve the matter informally whenever possible. If this cannot occur, the complainant may seek resolution through alternative means of informal Alternative Dispute Resolution (ADR), such as mediation or facilitation.

1. The opportunity for ADR must be initiated within 45 calendar days of the alleged occurrence.
2. At the initial session, the aggrieved must be informed in writing of their right to file a grievance, and of their right to arbitration.
3. If the matter is resolved, the terms of the resolution are recorded in a written agreement, and the aggrieved agrees to forego filing any further grievance on the matter under consideration
4. A mutually agreed upon neutral, third party must facilitate the proceedings, and function specifically to aid the parties in resolving the matter through mutually achieved and acceptable written agreement. The neutral third party may not compel a resolution.
5. The proceedings must be informal, confidential (with the exception of a written agreement), and the rules of evidence do not apply.
6. If the matter is not resolved within 30 calendar days of initiation, the aggrieved must again be informed in writing of their right to file a formal grievance.

#### **2. Filing a Formal Grievance**

The person wishing to file a complaint or grievance regarding the JVC Northwest AmeriCorps program must adhere to the procedure explained below.

1. If ADR was used, the neutral party from the ADR process may not be involved in the filing of a formal complaint nor participate in a formal hearing.
2. Complaints must be in writing and filed with JVC Northwest. Except for complaints alleging fraud or other criminal activity, complaints must be filed within one year of the date of the alleged occurrence
3. Complaints should include, to the best extent possible, the following information:
  - a. The full name, telephone number, and address of the person making the complaint;
  - b. The full name and address of the party against whom the complaint is made, or other information sufficient to identify the party against whom the complaint is made;
  - c. A clear and concise statement of the facts, as alleged, including pertinent dates, constituting the alleged violations;
  - d. The provision of the act, regulations, grant, contract or other agreements under the act believed to have been violated; and
  - e. The relief requested

4. JVC Northwest will conduct a hearing no later than 30 calendar days after the filing of a formal grievance.
5. A decision on any such filed grievance will be made no later than 60 calendar days after the filing.
6. No communication or proceeding from ADR may be referred to or used as evidence.

### **3. Binding Arbitration**

1. If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days of filing a grievance, the complainant may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties.
2. If a party chooses to pursue binding arbitration, the party must notify the adverse party in writing of its submission of the grievance to binding arbitration within 30 calendar days of the formal grievance decision. Failure to file for arbitration within 30 calendar days is considered untimely, the formal grievance decision is final, and the party waives its right to pursue arbitration.
3. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the parties, the CEO of the Corporation for National and Community Service (Corporation) will appoint an arbitrator.
4. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration. If the arbitrator is appointed by the CEO of the Corporation, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.
5. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceedings began.
6. The decision of the arbitrator is final.
7. The cost of the arbitration proceedings must be divided equally between the parties to the arbitration, unless the party requesting the grievance proceeding prevails. If the aggrieved prevails, JVC Northwest must pay the total cost of the proceedings and reasonable attorney's fees of the prevailing party incurred in connection with the proceeding.

### **4. Suspension of Placement**

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

## **X. CIVIL RIGHTS REQUIREMENTS, COMPLAINT PROCEDURES, AND RIGHTS OF BENEFICIARIES**

### **Public Notice of Non-Discrimination**

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, 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, site supervisors and/or JV members may bring a complaint to the attention of the Corporation for National

and Community Service. If it is believed that an individual(s) have been discriminated against, or for more information, contact:

JVC Northwest AmeriCorps Program  
PO Box 3928  
Portland, OR 97208  
1.503.335.8202 ext.14 (Mary Hegel)

Or

Office of Civil Right and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, DC 20525  
(800) 833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); eo@cns.gov (email)

## XI. PUBLICITY RELEASE AUTHORIZATION

This release gives the JVC Northwest AmeriCorps Program permission to use the JV AmeriCorps member's 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 program activities. The JV AmeriCorps member agrees that the JVC Northwest AmeriCorps Program has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the mission of the JVC Northwest AmeriCorps Program. The JV AmeriCorps member acknowledges that they will not receive any compensation, etc. for the use of such pictures, etc., and hereby releases the JVC Northwest AmeriCorps Program and their agents and assigns from any and all claims which arise out of or are in any way connected with such use. The JV AmeriCorps member has read and understood this consent and release.

I \_\_\_\_\_ (print JV AmeriCorps member name)

- give** my consent to use my name and likeness to the JVC Northwest AmeriCorps Program, their fiscal agent, and/or their activities.
- do not give** my consent to use my name and likeness to promote the JVC Northwest AmeriCorps Program, their fiscal agent, and/or their activities.

## XII. WAIVER OF RESPONSIBILITY

The JV AmeriCorps member and the JVC Northwest AmeriCorps Program acknowledge by their signature in this contract that the JVC Northwest AmeriCorps Program is not responsible for funding or replacing the education award or other benefits provided by AmeriCorps in the event that payment should be revoked or withheld for any reason including, but not limited to: failure to meet the JVC Northwest AmeriCorps Program deadlines, lack of appropriate documentation, misunderstanding of AmeriCorps and its benefits, miscommunication of the rules between the JVC Northwest AmeriCorps Program and the JV AmeriCorps member, failure to successfully complete hours, completion, and the attempt to count as AmeriCorps hours prohibited activities, or any other circumstance considered worthy by the federal government for withholding or revoking these funds.

**XIII. AMENDMENTS**

This Contract may be changed or revised only by written consent by all parties.

**XIV. AUTHORIZATION**

The JV AmeriCorps member and the JVC Northwest AmeriCorps Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this Contract.

\_\_\_\_\_   
 Print JV AmeriCorps Member Name

\_\_\_\_\_   
 Member Signature

\_\_\_\_\_   
 Date

\_\_\_\_\_   
 Jeanne Haster, JVC Northwest AmeriCorps   
 Program Director

\_\_\_\_\_   
 Date