

SAMPLE PLACEMENT AGREEMENT

Sample placement agreement for a full-time JV/AmeriCorps Member in the Lower-48, 2014-15. The 2015-16 fees may be slightly higher.

JVC NORTHWEST PLACEMENT AGREEMENT

I. PURPOSE:

This document defines the responsibilities among Jesuit Volunteer Corps (JVC) Northwest, the Partner Agency named on the first page (hereafter referred to as “Partner Agency”), and the full-time JVC Northwest AmeriCorps member named on the first page (hereafter referred to as “JV AmeriCorps member”).

Term of Service: From: August 4, 2014 To: July 31, 2015

II. RESPONSIBILITIES of the PARTNER AGENCY

A. Financial Duties of the Partner Agency

1. Remit to JVC Northwest a placement fee of **\$9,682**.

Placement fee per JV AmeriCorps member in the states of Idaho, Montana, Oregon and Washington for one year. Payment may be made in advance, in full, to the JVC Northwest office, OR in three payments as outlined below:

\$ 4,841 due September 15, 2014 (after September 30th a late fee of \$100 will be charged)
\$ 2,421 due December 15, 2014 (after December 31st a late fee of \$100 will be charged)
\$ 2,420 due February 16, 2015 (after February 28th a late fee of \$100 will be charged)

- If the Partner Agency releases the JV AmeriCorps member for cause as outlined in the Partner Agency and Site Supervisor Handbook or if the JV AmeriCorps member leaves the program within the first 30 calendar days from the first day of the service year (August 4, 2014), JVC Northwest will retain \$1,210 (25% of the first payment of \$4,841);
- If the JV AmeriCorps member leaves for any of the above reasons effective from 31 calendar days to 90 calendar days of the first day of the service year (August 4, 2014), JVC Northwest will retain the first payment of \$4,841;
- If the JV AmeriCorps member leaves for any of the above reasons after 90 calendar days of the first day of the service year (August 4, 2014) and before April 1, 2015, JVC Northwest will retain the first payment of \$4,841 and the Partner Agency will be responsible to pay \$807 for each month or part of month that the JV AmeriCorps member serves in the Partner Agency after 90 calendar days and before April 1, 2015;
- As of April 1, 2015, there will be no refund to the Partner Agency from JVC Northwest if a JV AmeriCorps member leaves for any of the above reasons.

2. Remit Spring Retreat fee of **\$130** due May 1, 2015.

3. Transportation / Travel Costs:

- a. Driver’s license:

If a specific state’s driver’s license is required for service, the Partner Agency agrees to pay any fee for acquisition of the new driver’s license.

- b. End of service:

At the end of service, the Partner Agency arranges and pays the JV AmeriCorps member's travel by purchasing a ticket and the cost of one piece of luggage to the locale of the JV AmeriCorps member's permanent residence or to their new residence.

The Partner Agency does not deliver the ticket until after confirming with the JVC Northwest Program Coordinator that the departure date has been approved by JVC Northwest and by the Partner Agency.

The minimum travel cost required is:

1. JV AmeriCorps members placed in Idaho, Montana, Oregon, and Washington:
 - Most economical and safe travel by bus, train, plane ticket to permanent/new residence, and
 - Luggage fees for one piece of luggage under 50 pounds, and
 - \$20/day for food during travel days.
2. JV AmeriCorps members serving an additional year:
Cost to be paid by the Partner Agency where the JV AmeriCorps member has been most recently serving:
 - Most economical and safe travel by bus, train, plane ticket to permanent/new residence OR
 - Least expensive and safe ticket to Orientation site where the JV AmeriCorps member will be serving (in JVC Northwest or JVC)
 - Luggage fees for one piece of luggage under 50 pounds, and
 - \$20/day for food during travel days.

If the JV AmeriCorps member resigns or is asked to leave the JVC Northwest program within the first 90 calendar days of the program year or is released for cause from the Partner Agency, the JV AmeriCorps member is responsible for their travel home. If the JV AmeriCorps member leaves after 90 calendar days, the Partner Agency agrees to pay the percentage of the JV AmeriCorps member's travel cost as provided in II. A.3.b.1. corresponding to the number of weeks served.

4. Provide liability insurance for the JV AmeriCorps member and send proof of liability insurance to JVC Northwest by August 29, 2014.
5. Indemnification: The Partner Agency holds harmless and shall defend and indemnify Jesuit Volunteer Corps Northwest and its officers, agents and employees against all claims, demands, actions and suits, including attorney fees and costs, brought against any of them arising in connection with the JV AmeriCorps member's service.

B. Nonfinancial Responsibilities of Partner Agency

1. Provide site specific training and orientation including guidelines, regulations, and policies (including policies for leave from service) of the site.
2. Allow JV AmeriCorps Member time during service to respond to emails or phone calls from JVC Northwest in regard to their service.
3. Retreats and Leave from Service:
 - a. Retreats: Time off from service will be given to the JV AmeriCorps member for travel to and attendance at the three JVC Northwest-sponsored retreats on pre-determined

dates. Two service days must customarily be given around a weekend in connection with each retreat. Time off for JVC Northwest retreats is not to be considered part of the JV AmeriCorps member's ten days leave from service.

- b. Leave from service: The JVC Northwest policy is two weeks (ten service days) **total** leave from service for the JV AmeriCorps member. The JV AmeriCorps member may take their ten days at the end of the service year, if they have not yet been used during the year, with approval from the Partner Agency. JV AmeriCorps members serving in schools will receive the same leave from service time as school staff, to be taken during school holidays. This time is considered their "two weeks" of leave from service. Any alternative time away must be negotiated between the JV AmeriCorps member and the Partner Agency.
 - c. Community Time: Service hours will be set and adjusted in order to make reasonable provision for the JV AmeriCorps member's JVC Northwest community commitments, such as weekly community meetings.
 - d. Sick time: To be granted per the partner agency's policies.
 - e. National Service Days: The JV AmeriCorps member is to be released for National Days of Service such as Martin Luther King Day of Service and Make a Difference Day should activities be organized in the communities where the JV AmeriCorps member is in service.
4. NON-DISPLACEMENT/NON-DUPLICATION OF EMPLOYEES: In accordance with AmeriCorps provisions, JV AmeriCorps members **cannot** displace employees and/or duplicate services provided by employees of the partner agency.
 5. PROHIBITED MEMBER ACTIVITIES: Prohibited activities are listed under the Code of Federal Regulation activity (see 45 CFR § 2520.65) and are copied below. Please note: JV AmeriCorps members, in their AmeriCorps service, must also refrain from activities that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or prohibited fundraising activity (see 45 CFR § 2520.40-.45).

JV AmeriCorps members, like private citizens, may participate in religious activities, fundraising, lobbying, political, or advocacy activities as long as it is done on their own time, at their own expense, and at their own initiative. JVAmeriCorps members may not wear AmeriCorps service gear in such instances.

Members may not engage in the following activities, directly or indirectly by recruiting, training, or managing others (e.g. volunteers) for the primary purpose of engaging in one of the activities, while functioning as an AmeriCorps member and may not count these hours towards their AmeriCorps service commitment.

45 CFR § 2520.65 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:
 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
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) 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;
 - (v) An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities; and
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. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

6. Participate in the Site Supervisor Orientation webinar provided by JVC Northwest before the start of the service year and the Performance Measure Training webinar for capacity building in the fall.
7. Attend the local meeting for partner agencies during the Program Coordinator's fall area visit.
8. Provide day-to-day supervision of the activities of the JV AmeriCorps member and ensure weekly meetings between the site supervisor and the JV AmeriCorps member.

9. Adhere to the position description for the JV AmeriCorps member submitted with the agency application. No major change is to be made to the position description without consulting the JVC Northwest Program Coordinator.
10. Facilitate and document the midyear and year end performance evaluations of assigned JV AmeriCorps member by the required deadlines.
11. Ensure that the site supervisor checks JV AmeriCorps member service logs for accuracy and electronically approves the timesheets on a monthly basis.
12. Notify JVC Northwest immediately of any change in site supervisor.
13. Whenever possible, there should be evidence of the AmeriCorps name and logo in printed materials or signs.
14. Site supervisors will assist the JV AmeriCorps member in gathering data requested by JVC Northwest for performance measures, program evaluation and/or reports to the Corporation for Community and National Service and send in data as requested by JVC Northwest for AmeriCorps reporting.
15. Apprise JVC Northwest of the source of any federal funds used to pay the placement fee. Note: JVC Northwest is **required** to submit this information to the Corporation for National and Community Service with its annual financial report.

III. RESPONSIBILITIES OF JVC NORTHWEST

- A. Placement and Field Support:** The JVC Northwest AmeriCorps Program works with both the JV AmeriCorps member and the Partner Agency to ensure compliance with the AmeriCorps grant provisions.
1. JVC Northwest will make reasonable efforts to identify and recommend a reasonably suitable JV AmeriCorps member for each partner agency, placement, and locale.
 2. JVC Northwest will conduct the following background checks on each JV AmeriCorps member, as required by the Corporation for National and Community Service: a state background check from the state in which they will serve, a state background check from the state where the JV AmeriCorps member made application, an FBI national background check, and a National Sex Offender Public Website (NSOPW) check.
 3. JVC Northwest provides a general JV AmeriCorps member Orientation from August 4-9, 2014 plus three retreats during the service year.
 4. JVC Northwest distributes a Partner Agency and Site Supervisor Handbook; provides a site supervisor orientation via webinar in July and a webinar focusing on performance measure compliance for capacity building placements in the fall.
 5. JVC Northwest notifies Partner Agencies of existing and new AmeriCorps regulations and policies and provides any updates to site supervisors within 30 days of additions or changes.

6. JVC Northwest provides a Program Coordinator, who has responsibility for approximately 25 JV AmeriCorps members and four community households. The Program Coordinator makes two scheduled visits each year to each community. The first visit involves an in-depth meeting with the site supervisor and the JV AmeriCorps member. The Program Coordinator monitors the site for AmeriCorps compliance throughout the year. During the fall visit they meet with the site supervisor and JV AmeriCorps member to complete the site monitoring form. The site supervisor receives a copy of the site monitoring evaluation. The second Program Coordinator visit offers the possibility of meeting with the Partner Agency Supervisor on an as-needed basis. The Program Coordinator relates on an ongoing basis with the JV AmeriCorps member to offer encouragement, support, and accountability.
7. JVC Northwest provides a local support person or team for each community to act as an information resource and friend to the Jesuit Volunteer community.

B. Financial Responsibilities of JVC Northwest

1. JVC Northwest will pay the JV AmeriCorps member their living allowance in equal amounts distributed across 12 months.
2. JVC Northwest will pay FICA; health insurance premiums (except for those JV AmeriCorps members who have waived their right to insurance coverage in the JVC Northwest plan), and workers' compensation premiums for the JV AmeriCorps member.
3. JVC Northwest will pay the rental costs and other housing costs for JV community houses directly to landlords on behalf of the JV AmeriCorps member.

IV. JOINT RESPONSIBILITIES OF PARTNER AGENCY AND JVC NORTHWEST

The parties to this Placement Agreement agree to the following:

- A. Make every reasonable effort to ensure that the health and safety of JV AmeriCorps members are protected during the performance of their duties.
- B. Neither JVC Northwest nor the Partner Agency shall assign or require JV AmeriCorps members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

V. RESPONSIBILITIES OF THE JV AMERICORPS MEMBER

- A. The JV AmeriCorps member makes a firm commitment to complete their full term of service as specified on the top of page two of this Placement Agreement. The JV AmeriCorps member will not seek to break this commitment unless the reason qualifies as a "compelling personal circumstance." Some examples of reasons that may justify release from service include a member's critical illness, a serious family matter, or death or critical illness in the member's immediate family. It may also include premature termination of the program or other programmatic problems beyond the member's control.
- B. The JV AmeriCorps member affirms the JVC Northwest Covenant and Drug and Alcohol Policy, previously signed as a condition of acceptance into JVC Northwest, with respect to living the four JVC Northwest values.

- C. The JV AmeriCorps member will uphold all tenets of the AmeriCorps member contract they signed at Orientation.
- D. The JV AmeriCorps member is to:
1. attend and participate in the JVC Northwest Orientation week.
 2. participate and share leadership in weekly Community meetings.
 3. participate and share leadership in weekly Spiritual sharing/Reflection gatherings.
 4. live in their assigned JV Community and attend regular community meals and activities as decided by the community.
 5. participate in JVC Northwest-sponsored retreats.
 6. follow the guidelines for ethical and financially responsible practices around the community account.
 7. participate in the structured closure of the year with the community.
- E. The JV AmeriCorps member will complete the midyear and year end evaluations.
- F. 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.
- G. JV AmeriCorps members are encouraged to discuss specific dates of leave from service with the site supervisor early in the year.
- H. Any significant change in the JV AmeriCorps member's community situation requires prior consultation with the Program Coordinator.
- I. 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.
- J. 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.
- K. The full-time JV AmeriCorps member receives a monthly living allowance. All JV AmeriCorps members will share in the cost of community expenses which include, but are not limited to, housing costs, food and utilities.
- L. The JV AmeriCorps member is responsible for a housing cost of \$425 per month payable to JVC Northwest 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.
- M. 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 their share of outstanding community expenses related to their time serving and living in community.

VI. RESPONSIBILITIES OF ALL PARTIES

All parties agree to uphold policies and procedures found in the JVC Northwest Partner Agency and Site Supervisor Handbook and the JVC Northwest Jesuit Volunteer Handbook. If any party becomes aware of a policy violation contained therein, the party agrees to take immediate action in accordance with the JVC Northwest Partner Agency and Site Supervisor Handbook and the JVC Northwest Jesuit Volunteer Handbook. JVC Northwest reserves the right to construe and interpret any conflict or ambiguities between the JVC Northwest Partner Agency and Site Supervisor Handbook and the JVC Northwest Jesuit Volunteer Handbook policies. If any of the provisions of these policies are declared or determined by any governmental agency or court to be illegal, invalid, or otherwise unenforceable, the remaining portions, terms and provisions shall nonetheless remain in full force and effect.

A. **Drug Free Workplace Act**

1. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
2. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps program prohibits drug or alcohol abuse on the part of its members.
3. A Partner Agency may require a JV AmeriCorps member to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
4. If a JV AmeriCorps member is arrested for a drug offense, the JV AmeriCorps member must notify their site supervisor and the AmeriCorps Program Manager in writing within five days.
5. JVC Northwest will take appropriate action including suspension and referral to a drug rehabilitation program or release for cause consistent with the CNCS rules on termination and suspension of service.

B. **Equal Opportunity**

1. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all JV AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
2. The parties agree that no person with responsibilities in the Partner Agency and/or JVC Northwest shall harass or discriminate against any JV AmeriCorps member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, sexual orientation, or political affiliation. Harassment includes unwelcome verbal, physical or graphic

conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

C. Grievance Policy

The Partner Agency agrees to comply with the JVC Northwest Grievance Policy found in the JVC Northwest Partner Agency and Site Supervisor Handbook (See Appendix D) and the JVC Northwest AmeriCorps Member Contract and JV Volunter Handbook.

VII. INFORMATION REQUIRED FROM PARTNER AGENCY:

- A. Service schedule (based on JVC Northwest guidelines per Partner Agency application):
1. Night service (after 6:00 p.m.) should not exceed two nights per week.
 2. The JV AmeriCorps member should serve 40 hours per week (eight (8) hours per day, five (5) days per week, with two consecutive days off per week, one being Saturday or Sunday).
 3. Service hours should fall within the hours that public transportation runs.
 4. If a JV AmeriCorps member is assigned for an overnight duty, a supervisor must be present during that time. Overnight hours in which the JV AmeriCorps member is sleeping are not counted as service hours.

Please discuss with a JVC Northwest Program Coordinator any changes being considered in the JV AmeriCorps member’s schedule. Rare changes to the service schedule are made on approval of JVC Northwest in advance of the beginning of service.

To be completed by the site supervisor: Please provide the days and hours of any night or weekend service that the JV AmeriCorps member is asked to commit to regularly:

Days:

Hours:

- B. **Leave from Service:** The JVC Northwest policy is two weeks (ten service days) **total** leave from service for the JV AmeriCorps member. If times are already set for trips or other plans, please indicate the times of year that the JV AmeriCorps member’s leave from service will be taken: **(to be completed by site supervisor)**

C. **General liability coverage:**

JVC Northwest must have a copy of the Partner Agency's Certificate of Liability Coverage on file either by the time the JV AmeriCorps member starts at the Partner Agency or no later than August 29. The Partner Agency can attach a copy with the signed Placement Agreement or have the insurance carrier mail a copy the Certificate of Liability Coverage to JVC Northwest, P.O. Box 3928, Portland, OR 97208-3928, or fax to 503.249.1118. Please list the information below:

Name of company:

Limits of coverage:

Has JVC Northwest been added as an additional insured on your general liability policy?

Yes ___ No ___

D. Financial Reporting for AmeriCorps Federal Financial Report (FFR):
To be completed by Partner Agency administrator:

_____ No, we do not use any federal funds to pay our Partner Agency fee.

_____ Yes, we do use the following federal funds to pay our Partner Agency fee:

Amount	Name of Grant	Grant # (if known)
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Authorization

The Associate Director of the JVC Northwest AmeriCorps Program, the Legal representative of the Partner Agency, the Site Supervisor of the Partner Agency and the JV AmeriCorps member acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

PARTNER AGENCY

Partner Agency Name **City** **State**

Authorized Legal Representative – SIGNATURE **Date**
Partner Agency

Authorized Legal Representative – PRINT NAME
Partner Agency

Site Supervisor (**if different from above**) – SIGNATURE **Date**

Site Supervisor – PRINT NAME

JV AMERICORPS MEMBER

JV AmeriCorps member – SIGNATURE **Date**

JV AmeriCorps member – PRINT NAME

JVC NORTHWEST AMERICORPS PROGRAM

Associate Director – SIGNATURE **Date**
JVC Northwest AmeriCorps Program

Laurie Laird

Associate Director – PRINT NAME