

**Placement Agreement Details
JV AmeriCorps Member Positions
(UA – Library)
2023-24**



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PARTNER AGENCY: ROLE AND RESPONSIBILITIES

Financial Responsibilities:

1. **Placement Fees:** Remit to JVC Northwest a placement fee based on the table below unless an alternative payment schedule is agreed to in writing by both parties. JVC Northwest will send an invoice via email to the agency in August.

LOWER 48: Payment Schedule				
Lower 48	Total Fee	Pymt 1: due Sep 15	Pymt 2: Due Dec 15	Pymt 3: due Feb 15
Year 1 or 2	\$ 16,526.00	\$ 8,263.00	\$ 4,131.50	\$ 4,131.50
Year 3+	\$ 19,000.00	\$ 9,500.00	\$ 4,750.00	\$ 4,750.00

ALASKA: Payment Schedule				
Alaska	Total Fee	Pymt 1: due Sep 15	Pymt 2: Due Dec 15	Pymt 3: due Feb 15
Year 1 or 2	\$ 17,970.00	\$ 8,985.00	\$ 4,492.50	\$ 4,492.50
Year 3+	\$ 20,500.00	\$ 10,250.00	\$ 5,125.00	\$ 5,125.00

2. **Payment Retention Schedule:** JVC Northwest expends a significant portion of the total cost of a JV AmeriCorps member by the beginning of the program year through recruitment and training. Partner Agency agrees to assume some of the risk of early departure. If the Partner Agency releases the JV AmeriCorps member for cause, or JVC Northwest releases the JV AmeriCorps member, or if the JV AmeriCorps member leaves the program, then JVC Northwest will retain the portion of the total placement fee as indicated below based on the month the JV's departure from service:

LOWER 48: JVC Northwest Payment Retention Schedule								
Lower 48	In August	In September	In October	In November	In December	In January	In February	In March or later
Year 1 or 2	\$ 4,957.80	\$ 6,610.40	\$ 8,263.00	\$ 9,915.60	\$ 11,568.20	\$ 13,220.80	\$ 14,873.40	\$ 16,526.00
Year 3+	\$ 5,700.00	\$ 7,600.00	\$ 9,500.00	\$ 11,400.00	\$ 13,300.00	\$ 15,200.00	\$ 17,100.00	\$ 19,000.00

ALASKA: JVC Northwest Payment Retention Schedule								
Alaska	In August	In September	In October	In November	In December	In January	In February	In March or later
Year 1 or 2	\$ 5,391.00	\$ 7,188.00	\$ 8,985.00	\$ 10,782.00	\$ 12,579.00	\$ 14,376.00	\$ 16,173.00	\$ 17,970.00
Year 3+	\$ 6,150.00	\$ 8,200.00	\$ 10,250.00	\$ 12,300.00	\$ 14,350.00	\$ 16,400.00	\$ 18,450.00	\$ 20,500.00

3. **Transportation / Travel Costs:**

- a. **Driver's License:** If a specific state driver's license is required for service, the Partner Agency agrees to pay any fee for acquisition of the new driver's license. *The Partner Agency will provide applicable drivers training if the JV AmeriCorps member is required by job duties or tasks to operate a University vehicle.*
- b. **Vehicles:** JVC Northwest does not provide cars for JV AmeriCorps members or JV AmeriCorps communities and does not provide vehicle insurance for JV AmeriCorps members. If the Partner Agency requires the JV AmeriCorps member to bring or use their personal vehicle they should indicate the need on their Partner Agency Application. The Partner Agency and the JV AmeriCorps member shall make an agreement on transportation costs and reimbursement before the JV AmeriCorps member begins service with the Partner Agency. In this transportation agreement, the Partner Agency shall have, at a minimum, the responsibility to pay for the following: 1) Any fee for acquisition of the new driver's license, if required; 2) any fee for re-licensing the JV AmeriCorps member's vehicle, if required; 3) the minimum liability insurance required by law; 4) at least half of the cost of collision coverage; 5) the first \$300 expended for maintenance and repair combined; and 6) direct reimbursement for receipted gas expenditures by the JV AmeriCorps member for service-related transportation. In the alternative, the Partner Agency and the JV AmeriCorps member may agree to a per-mile reimbursement per the standard mileage rate established by the IRS for the calendar year of use to the JV AmeriCorps member. This amount will be equivalent to the foregoing minimum responsibility. The JV AmeriCorps member must present receipts for above mentioned costs.
- c. **End of Service Term Travel Costs:** At the end of the service term, Partner Agency pays for or reimburses JV AmeriCorps member's travel costs to the location of the JV's choice. The Partner Agency and JV AmeriCorps member determine together the most safe and economical travel option, not to exceed \$700. The minimum travel cost required for JV AmeriCorps members is:
 - i. \$30/day for food during travel days, to be determined in collaboration with the JV AmeriCorps member; and either:
 - ii. A ticket for travel by bus, train, or plane to a location of the JV's choice, and luggage fees for one piece of luggage under 50 pounds; OR
 - iii. In the case of local relocation, moving truck rental or other moving supplies.
- d. **Early Exit Travel Costs:** If the JV AmeriCorps member ends their service term 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 End of Service Travel Cost as provided above, corresponding to the number of days served. The Partner Agency will confirm with the JVC Northwest Program Coordinator that the departure date has been approved by JVC Northwest and by the Partner Agency before providing travel costs.

4. **Liability Insurance:** Partner agency will provide liability insurance for the JV AmeriCorps member throughout their term of service and supply JVC Northwest with up-to-date proof of that liability insurance beginning August 1, 2023 and continuing throughout the program year.
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. *Subject to a specific appropriation by the legislature for this purpose, and only to the extent permitted by applicable law, the university agrees to hold harmless and defend and indemnify Jesuit Volunteer Corps Northwest and its officer, 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. The parties to this agreement recognize and agree that the university has no appropriation currently available to it to indemnify the Jesuit Volunteer Corps Northwest under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the legislature. In the even that an indemnity obligation arises under this provision, the university will work in good faith to secure an appropriation or other government authorization.*
6. **Non-Compliance Costs:** Partner Agency is responsible for ensuring compliance with federal grant requirements as described below in **Non-financial Responsibilities of Partner Agency** and may be held accountable for any costs disallowed by AmeriCorps due to non-compliance. Disallowed costs for a JV AmeriCorps member could include any or all the following: living allowance and associated expenses (workers' compensation, Social Security); Segal Education Award; health insurance; orientation costs; retreat costs; travel costs associated with participation in orientation and retreats; member trainings; and gear.

Non-Financial Responsibilities

1. **Provide a Physical Service Site:** Sites must provide a physical location for service. Service cannot be done remotely or virtually. Members requesting teleservice arrangements under the auspices of reasonable accommodation of a disability are excluded from this policy, as those requests are covered under other laws and policies. This guidance should not be taken as a change in AmeriCorps State and National's position that members should generally be providing service directly to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice should be rare, if ever, and involve appropriate documentation, supervision and oversight.
 - a. Not Allowed
 - i. Teleservice: Accruing regular, consistent service hours from a location other than the physical address on the approved JV Position Description.
 - ii. Remote Service: Accruing service hours anywhere besides the physical address or assigned JV House. Note: this disallowance does not include training hours accrued by members participating in JV Orientation (August), JVC Northwest

- sponsored retreats throughout the service term, or AmeriCorps sponsored symposiums and trainings.
- iii. Virtual Service Sites: Service sites with no physical space/building or have let go of their physical space.
- b. Allowed
 - i. Teleservice: Accruing some service hours from assigned JV House, no more than 1-2 days per week, and not without prior approval from JVC Northwest.
2. **Site Supervisor preparedness:** Ensure that the JV AmeriCorps member's Site Supervisor will complete the Site Supervisor Orientation Training, will be familiar with the Partner Agency / Site Supervisor Handbook, and will complete the requirements found therein.
 3. **Maintain JV Supervision:** Ensure adequate and consistent supervision for the JV throughout the term of service. Provide day-to-day supervision of the activities of the JV AmeriCorps member and ensure weekly one-to-one scheduled meetings between the Site Supervisor and the JV AmeriCorps member. If Partner Agency re-assigns Site Supervisor role during the term of service to maintain an adequate and consistent supervision, the new Site Supervisor will complete Site Supervisor training and sign a Site Supervisor Contract within 5 business days of assuming JV AmeriCorps member supervisory responsibilities.
 4. **Notification of Changes:** Notify JVC Northwest immediately of any change in Site Supervisor or any significant organizational changes that may impact the JV AmeriCorps member.
 5. **Prohibited Activities:** Ensure that the JV AmeriCorps member does not engage in prohibited or unallowable activities during their service time, which are listed under the **AmeriCorps Specific Responsibilities of All Parties** section later in this document. These activities are from the Federal Government's Code of Federal Regulation.
 6. **Handbook:** Read the Partner Agency Handbook prior to the arrival of JV AmeriCorps member.
 7. **Site Orientation and Onboarding:** Provide site-specific training and orientation including site guidelines, regulations, and policies, including policies for leave from service. Guidelines are provided in the Partner Agency Handbook.
 8. **Communications Time:** Allow the JV AmeriCorps member time during service to respond to and initiate emails and phone calls with JVC Northwest about their service and program participation.
 9. **Program Participation:** Allow JV AmeriCorps member to take/participate in:
 - a. **Retreats:** Time off from service will be given to the JV AmeriCorps member for travel to and attendance at JVC Northwest-sponsored retreats held on pre-determined dates (see Annual Calendar for Retreat Dates). JV AmeriCorps members should not have any organizational responsibilities that conflict with Retreat programming. Time away from the service site for JVC Northwest retreats is not part of the JV AmeriCorps member's ten days of leave from service. JV AmeriCorps members can accrue service hours during JVC Northwest retreats.
 - b. **Community Time:** Service hours will be set and adjusted to make reasonable provision for the JV AmeriCorps member's JVC Northwest community commitments, such as weekly community meetings or spirituality/reflection meetings. Service should not take place outside of the set schedule on the JV Position Description. Any

changes to the service schedule must be vetted with the site, JV AmeriCorps member, and JVC Northwest before the change goes into effect.

- c. **National Service Days:** The JV AmeriCorps member is to be released for any National Days of Service such as September 11th National Day of Service and Remembrance, MLK Day of Service and more included in the Annual Calendar. Service activities may be organized in the communities where the JV AmeriCorps member is in service.
 - d. **Monthly Virtual Meetings:** New monthly meetings will be held during the service day for all JV/AmeriCorps members. See Annual Calendar for dates and times to ensure space is provided for JV/AmeriCorps members to step away from regular service.
10. **Leave from Service:**
- a. **Ten Days Minimum.** Allow JV AmeriCorps members a minimum of ten service days total leave from service, which is in addition to any leave required by applicable law. Leave encompasses vacation and sick time. The JV AmeriCorps member may take unused leave at the end of the service year if approved by 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 ten days of leave from service. Any alternative or additional time away must be negotiated between the JV AmeriCorps member and the Partner Agency. The Partner Agency may provide additional leave (vacation, sick days, etc.) as Partner Agency sees fit.
 - b. **Legally Required Leave:** Partner Agency shall provide leave to all JV AmeriCorps members to the extent required by applicable law.
11. **Acknowledgement:** Acknowledge JVC Northwest and AmeriCorps affiliation when highlighting the service of the JV AmeriCorps member in publications, on website, or in public recognition.
12. **Non-Displacement / Non-Duplication of Employees:** In accordance with AmeriCorps provisions, JV AmeriCorps members cannot displace employees or volunteers, and/or duplicate or offer substitute services provided by employees or volunteers of the Partner Agency. Partner Agency will not ask JV AmeriCorps member to do so.
13. **Fundraising:** Limit JV AmeriCorps member's fundraising efforts to those directly related to their position description and 10% of service time. JVs may not support applications for federal grants, or fundraising related to JVC Northwest placement fee or partner agency's general operations.
14. **Training:** Participate in all mandatory trainings provided by JVC Northwest, including the prerequisite annual Site Supervisor Training.
15. **Program Coordinator Meetings:** Meet with Program Coordinator individually as well as with JV AmeriCorps member to complete site monitoring annually during the Fall or Winter Area Visit.
16. **Noncompliance:** Remediate areas of noncompliance identified by JVC Northwest within a reasonable time.
17. **Locale Partner Agency Meetings:** Attend locale meeting(s) for partner agencies convened by Program Coordinator.
18. **Position Description:** Adhere to the position description for the JV AmeriCorps member

approved by JVC Northwest. No major change is to be made to the position description without agreement from JVC Northwest and the JV AmeriCorps member prior to implementation of any changes.

19. **JV AmeriCorps Performance Evaluations:** Facilitate and document Initial, Mid-Year and End of Term Assessments of JV AmeriCorps member by the required deadlines (see Annual Calendar for Deadlines).
20. **Timesheets:** Ensure that the site supervisor checks JV AmeriCorps member service logs for accuracy and electronically approves the timesheets monthly.
21. **Promotional:** Whenever possible, include the AmeriCorps name and logo in printed/digital materials or signs.
22. **Data Requests:** Site supervisors will assist the JV AmeriCorps member in gathering data requested by JVC Northwest for performance measures, program evaluation, and/or reports to AmeriCorps and send in data as requested by JVC Northwest for AmeriCorps reporting.
23. **Public Funding:** Apprise JVC Northwest of the source of any public (federal, state, county, municipal, etc.) funds used to pay the placement fee and verify that the use of such funds is permissible per their own grant restrictions and regulations JVC Northwest is required to submit this information to AmeriCorps with its annual financial report.

JVC NORTHWEST: ROLE AND RESPONSIBILITIES

Financial Responsibilities of JVC Northwest:

1. **Living Allowance:** JVC Northwest will pay the JV AmeriCorps member's living allowance in equal amounts distributed across the term of service.
2. **Member Support Costs:** 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. **Housing Costs:** 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.

Non-Financial Responsibilities of JVC Northwest:

The JVC Northwest AmeriCorps Program collaborates with the JV AmeriCorps member and the Partner Agency to ensure compliance with the AmeriCorps grant provisions.

1. **Prohibited Activities:** Ensure that JV AmeriCorps members do not engage in prohibited or unallowable activities during their service time. Prohibited activities for AmeriCorps members are listed under the **AmeriCorps Specific Responsibilities of All Parties** section later in this document. These activities are from the Federal Government's Code of Federal Regulation.
2. **Placements:** JVC Northwest will make reasonable efforts to identify and recommend a reasonably suitable JV AmeriCorps member for each Partner Agency, placement, and locale.
3. **Criminal History Checks:** JVC Northwest follows the guidelines provided by AmeriCorps for conducting criminal history checks on each JV AmeriCorps member. This guidance is called the National Service Criminal History Check (NSCHC) and is a screening procedure established by law to protect the beneficiaries of national service. Currently, the following checks must be passed: a state criminal history check from the state in which they will serve, a state criminal history check from the state where the JV AmeriCorps member made application, an FBI national criminal history check, and a National Sex Offender Public Website (NSOPW) check.
4. **Orientation, training, and retreats:** JVC Northwest provides a JV AmeriCorps member orientation in August, a variety of training opportunities for JV AmeriCorps members, and up to five retreats during the service year.
5. **Handbook and Trainings:** JVC Northwest distributes a Partner Agency Handbook, provides a virtual Site Supervisor Training in May/June, and provides training and instruction materials on performance measures.
6. **Communication of Changes:** 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.
7. **Program Coordinator:** JVC Northwest provides regional Program Coordinators. The Program Coordinator supports and encourages JV service, program participation, and AmeriCorps

compliance via communications as well as virtual and in-person locale visits. As a part of their responsibilities, the Program Coordinator conducts site monitoring in collaboration with the Site Supervisor and JV AmeriCorps member and convenes group meeting(s) with each locale's site supervisors. The Program Coordinator is available to meet on an as-needed basis with Partner Agency staff. The Program Coordinator regularly communicates with the JV AmeriCorps member to offer encouragement and support and to maintain accountability.

8. **Local Support:** JVC Northwest collaborates with an In Locale Coordinator and, when possible, a group of local supporters for each community to act as an information resource and support to the Jesuit Volunteer community.

PARTNER AGENCY AND JVC NORTHWEST: JOINT ROLES AND RESPONSIBILITIES

The parties to this Placement Agreement agree to the following:

1. **Health & Safety:** Parties will make every reasonable effort to ensure that the health and safety of JV AmeriCorps members are protected during the performance of their duties.
2. **Duties:** Parties will support the JV service activities described in the accepted position description. Modification of service activities requires the parties' written agreement. 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.
3. **Conflict of Interest:** Parties will avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

JV AMERICORPS MEMBER: ROLE AND RESPONSIBILITIES

Responsibilities:

1. **Meet Minimum Qualifications.** The JV AmeriCorps member understands that they may not receive more than the aggregate value of two full-time education awards and that upon successful completion of the term of service, they will receive only that portion of the education award for which they are eligible, which may be all or a part of an education award, or no education award, pursuant to [45 CFR 2526.55](#). By signing this contract, the JV AmeriCorps member certifies under penalty of law that the JV AmeriCorps member:
 - a. is a United States citizen, a United States national, or a lawful permanent resident alien and at least 21 years of age;
 - b. has 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”).
2. **Prohibited Activities:** Prohibited activities for AmeriCorps members are listed under the **AmeriCorps Specific Responsibilities of All Parties** section later in this document. These activities are from the Federal Government’s Code of Federal Regulation.
3. **Complete Terms of Service:**
 - a. During their term of service outlined in Key Terms section, the JV AmeriCorps member will complete a minimum of 1700 hours of service. Of these hours, a maximum of 20% of the total hours may be credited to training, education, and other, similar approved activities.
 - b. The JV AmeriCorps member understands that to successfully complete the term of service, as defined by JVC Northwest AmeriCorps program and consistent with AmeriCorps regulations, and to be eligible for the education award, they must
 - i. Complete the required minimum hours for the term of service;
 - ii. Satisfactorily complete pre-service training, including JVC Northwest AmeriCorps orientation, and the appropriate education/training that relates to the JV AmeriCorps member’s ability to perform service, including JVC Northwest Retreats.
 - iii. Stay for the entire term of service as indicated by the dates of this contract;
 - iv. Complete all JVC Northwest AmeriCorps paperwork by the established deadlines; and
 - v. Abide by the standards of the program as described herein.
 - c. The JV AmeriCorps member understands that if they do not successfully complete their term of service, the JV AmeriCorps member may not receive any portion of the Segal Education Award.
 - d. 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.

4. **Abide by Program Standards.** The JV AmeriCorps member understands that they are to abide by the following standards of the Program and any breach of these standards may be cause for dismissal and/or a determination of unsuccessful completion of the Program:

- a. The JV AmeriCorps member makes a firm commitment to complete their full term of service as specified in the Key Terms section of this agreement. The JV AmeriCorps member will not seek to break this commitment unless the reason qualifies as a “compelling personal circumstance” as defined by the [45 Code of Federal Register 2522.230](#). 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 adherence to the JVC Northwest Code of Conduct, Covenant, and Drug and Alcohol Policy, previously signed as a condition of acceptance into JVC Northwest.
- c. The JV AmeriCorps will live with and participate in their assigned JV Community throughout the year, and
 - i. Attend and participate in JVC Northwest Orientation week, Retreats, and monthly virtual gatherings.
 - ii. Participate and share leadership in weekly community activities and spiritual sharing/reflection gatherings.
 - iii. Attend regular community meals and activities as decided by the community.
 - iv. Participate in regular business meetings as decided by the community and follow the guidelines for ethical and financially responsible practices regarding the community account.
 - v. Participate in Re-Orientation, the structured closure of the year, with the community.
- d. The JV AmeriCorps member will wear AmeriCorps gear at their service site every day.

5. **Service:** The JV AmeriCorps member will fulfill the position 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 customary to the assignment and/or are part of the Partner Agency's culture or routine practice, so long as such activities are not in violation of a provision within this agreement.

- a. **Service Location:** Service should be conducted at the physical address(es) listed on the approved Position Description. Service cannot be done remotely or virtually. Members requesting teleservice arrangements under the auspices of reasonable accommodation of a disability are excluded from this policy, as those requests are covered under other laws and policies. This guidance should not be taken as a change in AmeriCorps State and National's position that members should generally be providing service directly to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice should be rare, if

ever, and involve appropriate documentation, supervision and oversight.

b. Not Allowed

- i. Teleservice: Accruing regular, consistent service hours from a location other than the physical address on the approved JV Position Description.
- ii. Remote Service: Accruing service hours anywhere besides the physical address or assigned JV House. Note: this disallowance does not include training hours accrued by members participating in JV Orientation (August), JVC Northwest sponsored retreats throughout the service term, or AmeriCorps sponsored symposiums and trainings.
- iii. Virtual Service Sites: Service sites with no physical space/building or have let go of their physical space.

c. Allowed

- i. Teleservice: Accruing some service hours from assigned JV House, no more than 1-2 days per week, and not without prior approval from JVC Northwest.

6. **Dates of Leave:** JV AmeriCorps members will discuss specific dates of leave from service with the Site Supervisor early in the year.
7. **Welfare of All:** JVs must at all times be aware of the responsibilities that accompany their service, uphold the values of JVC Northwest, and promote dignity and respect in their daily interactions with those they serve and with whom they live. JVC Northwest is committed to providing a safe environment for all JVs and for those with whom they serve alongside. Those who act on behalf of JVC Northwest may have a special influence on the lives of the people they serve. This imbalance of power, and hence vulnerability, can be inherent in the relationship. It is the responsibility of those representing JVC Northwest to maintain appropriate boundaries.
8. **Remuneration:** The JV AmeriCorps member is to receive no remuneration for their service from the Partner Agency of any kind outside of the designated living allowance without written agreement from JVC Northwest.
9. **Living Allowance:** The JV AmeriCorps member will use a portion of their monthly living allowance for the following:
 - a. **Community Expenses:** The JV AmeriCorps members will use their living allowance to share in the cost of community expenses which include, but are not limited to, housing fees, food, and utilities. In the rare instance a JV AmeriCorps member makes the decision to leave JVC Northwest, or the JV AmeriCorps member's service is terminated, the member agrees 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.
 - b. **Individual Expenses:** 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 other living expenses they incur.
10. **Termination and Education Award:** Failure of the JV AmeriCorps member to fulfill the Responsibilities may result in early termination from the program, which may also result in losing the AmeriCorps living allowance, the Segal Education Award, and the opportunity to be

eligible to participate in other national service programs in the future.

Position Description

The JV AmeriCorps member's position, service activities, and partner agency is included the Key Terms section of this agreement.

JVC Northwest Policies

1. **Code of Conduct:** The JV AmeriCorps member will abide by the JVC Northwest Code of Conduct, Covenant, and Drug and Alcohol Policy. The JV/AmeriCorps member will abide by the Treatment of Vulnerable People.
 - a. JVC Northwest is committed to providing a safe environment for those with whom we serve, many or all of whom are **vulnerable people**.
 - i. JVC Northwest recognizes that every JV is in a position of power when interacting with vulnerable people, even when the JV may also be vulnerable. JVs have the responsibility of setting and communicating healthy boundaries in order to prevent situations that can be later misinterpreted as abuse.
 - ii. JVs must be responsible for placing limits on relationships in which the professional or service purpose is intermingled with personal friendship.
 - iii. JVs shall strive to use positive reinforcement rather than criticism, competition, or comparison when working with vulnerable people.
 - iv. JVs shall not accept expensive gifts (i.e., gifts with a value in excess of \$50.00) from vulnerable people, their family or friends, and anyone at partner agencies.
 - v. JVs shall refrain from giving expensive gifts (i.e., gifts with a value in excess of \$50.00) to vulnerable people, their family or friends, and any person at partner agencies.
 - b. **Dual Relationships/Personal Boundaries.** JVs, as representatives of JVC Northwest, are responsible for maintaining boundaries in relationships in which the professional or service purpose is intermingled with personal friendship.
 - i. Sexual relationships with supervisors, clients, or vulnerable people are forbidden.
 - ii. Representatives of JVC Northwest assume responsibility for setting and maintaining clear, appropriate physical and emotional boundaries in all professional relationships.
 - iii. In situations where an inappropriate personal or physical attraction develops between a representative of JVC Northwest and a supervisor, client, or vulnerable person, the representative is responsible for maintaining clear, professional boundaries.
 - iv. It is unprofessional to suggest that the relationship between a representative of JVC Northwest and those who seek their support is a two-way relationship in which the representative also receives benefits or services from the interaction. It is the responsibility of the representative to retain a professional relationship,

not the client.

- v. The appearance or reality of concealing or asking individuals to conceal the fact and nature of a personal relationship is a violation of such boundaries.
 - vi. It is recommended that representatives of JVC Northwest be accompanied by at least one other adult when hosting activities for vulnerable people with whom they have become acquainted through their work placements. When chaperoning is a part of service activities, representatives are to follow the rules on chaperoning as outlined by their placement site.
 - vii. When taking vulnerable people on field trips, conferences, or tours, the rules and protocols of the placement site are to be followed.
2. **JVC Northwest Whistleblower Policy:** By signing this contract, the JV AmeriCorps member indicates receipt and understanding this policy. The JV AmeriCorps member also verifies that they have been provided with an opportunity to ask questions about the policy.
 3. **The Drug-Free Workplace Act:** The JV AmeriCorps member must notify the Program's Executive Director within five (5) days if they are convicted under any criminal drug statute. Participation in the Program is conditional upon compliance with this notice requirement. JVC Northwest will act upon noncompliance by the JV AmeriCorps member.

In general, for violating any of the above stated policies, the 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):

- The JV AmeriCorps member may be issued a verbal and then written warning or reprimand by an appropriate official.
- After a third offense, a JV AmeriCorps member may be released for cause.
- Serious offenses may result in immediate dismissal.

Release From Terms of Service

The JV AmeriCorps member understands that they will be either suspended or released for cause in accordance with the following paragraphs of this section 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.

1. The JV AmeriCorps member may be **released** from the term of service in the following two ways:
 - a. **Suspension**, as described in paragraph (5) of this section; or,
 - b. **Termination**.
2. The JV AmeriCorps member understands that they may be **released** for the following two reasons:
 - a. For **cause**, as explained in paragraph (3) of this section; or
 - b. For **compelling personal circumstances** as defined in paragraph (4) of this section.
3. The Program will **release** the JV AmeriCorps member **for cause** for the following reasons:

- a. The JV AmeriCorps member has dropped out of the Program for reasons other than compelling personal circumstances;
 - b. 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;
 - c. Violation of any of JVC Northwest policies listed above;
 - d. Any other serious breach that in the judgment of the Program's Executive Director would undermine the effectiveness of the Program.
4. The Program may **release** the JV AmeriCorps member from the term of service for **compelling personal circumstances** if the member demonstrates that:
- a. The JV AmeriCorps 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 JV AmeriCorps member;
 - c. The JV AmeriCorps member has Military service obligations; or
 - d. 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 Program:
 - i. To enroll in school;
 - ii. To obtain employment, other than in moving from welfare to work; or
 - iii. Because of dissatisfaction with the Program.
5. The Program may **suspend** the JV AmeriCorps member's term of service for the following reasons:
- a. During the term the JV AmeriCorps member requests a suspension based on compelling personal circumstances, as described in paragraph (4) of this section. During the suspension from service, the member will not receive credit for service hours or benefits (as described in the Benefits Section of this document). 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 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.
 - b. 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.)
 - c. 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.)

6. If the Program releases the JV AmeriCorps member for cause or for compelling personal circumstance, the JV AmeriCorps member will cease to receive the Benefits section of this document.
7. If the Program releases the JV AmeriCorps member for cause the JV AmeriCorps member will receive no portion of the education award. If, however, the 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.
8. 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.

Grievance Procedures

1. The JV AmeriCorps member understands that the Program has a 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, displacement of employees, or duplication of activities by JV AmeriCorps members.
2. The JV AmeriCorps member understands that, as a participant of the Program, they may file a grievance in accordance with the grievance procedure at any time within the established deadlines. The Jesuit Volunteer Corps Northwest AmeriCorps Grievance procedure is incorporated as Exhibit 4 and is also available via the Knack portal.

Civil Rights Requirements, Complaint Procedures, and Rights of Beneficiaries: Public Notice of Non-Discrimination

This Program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, or military service. 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 22125, Portland, OR 97269

503.335.8202 (phone) 503-249-1118 (FAX) Attn: Sarah Jones (sjones@jvcnorthwest.org)

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)

Publicity Release Authorization

The JV AmeriCorps member executed a media release (also available via the Knack portal). The JV AmeriCorps member has read and understood this consent and release.

Waiver of Responsibility

The JV AmeriCorps member and the Program acknowledge by their signature in this contract that the 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 Program deadlines, lack of appropriate documentation, misunderstanding of AmeriCorps and its benefits, miscommunication of the rules between the 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.

Benefits

1. While a member is actively serving as a part of the Program, they qualify to receive a living allowance. This allowance is not a wage. It is distributed in regular monthly increments based on the agreed upon term of service. JV AmeriCorps members must submit and have monthly timesheets approved by their Site Supervisor to verify their active participation in service. In the rare event that a JV AmeriCorps member exits the Program early, they probably will not be eligible to receive the entire living allowance.
2. Members may choose to enroll in the Program's provided health insurance plan during their term of service, and JVC Northwest will pay the premium on this provided plan.
3. Upon acceptance and enrollment into the Program, the JV AmeriCorps member is eligible for forbearance of qualified student loans.
4. Upon successful completion of the JV AmeriCorps member's service the full-time JV AmeriCorps member will receive an education award from the National Service Trust.
5. If the JV AmeriCorps member has received forbearance on a qualified student loan during the term of service, upon successful completion of the Program, the member can apply for the National Service Trust to repay the interest that accrued on the loan during the term of service.

ALL PARTIES: GENERAL ROLES AND RESPONSIBILITIES

All parties agree to uphold provisions found in the JVC Northwest Partner Agency Handbook and the JVC Northwest Jesuit Volunteer Handbook. If any party becomes aware of a violation of a provision, the party agrees to take 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 Handbook and the JVC Northwest Jesuit Volunteer Handbook. If any of the provisions 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.

General Responsibilities:

1. Drug Free Workplace Act

- a. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited.
- b. Alcohol and drug abuse adversely affect health and service performance, create dangerous situations, and serve to undermine the community's confidence in the Jesuit Volunteer AmeriCorps Program. The Program prohibits drug or alcohol abuse on the part of its members.
- c. 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.
- d. If a JV AmeriCorps member is arrested for a drug offense, the JV AmeriCorps member must notify their Site Supervisor and the JVC Northwest AmeriCorps Program Director, who is the Executive Director, in writing within *five* days.
- e. JVC Northwest will take appropriate action including, but not limited to, suspension and referral to a drug rehabilitation program or release for cause consistent with the CNCS rules on termination and suspension of service.

2. Equal Opportunity

- a. The parties agree to abide by federal laws and AmeriCorps 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, AmeriCorps policy is to ensure mutual respect for all differences among us.
- b. The parties agree that no person with responsibilities within the Partner Agency and/or JVC Northwest shall harass or discriminate against any JV AmeriCorps member or member of the staff 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, service, or JV community environment.

3. **Grievance Procedure:**

The parties agree to comply with the JVC Northwest Grievance Procedure found in the JVC Northwest Partner Agency Handbook and the JVC Northwest AmeriCorps Member Contract and Jesuit Volunteer Handbook.

ALL PARTIES: AMERICORPS SPECIFIC ROLES AND RESPONSIBILITIES

AmeriCorps Specific Responsibilities - Summary:

1. **Prohibited Activities:** While logging time to the Program, accumulating service or training hours, or otherwise performing activities supporting the Program or the Corporation for National and Community Service, JV AmeriCorps Members may not engage in the activities described below per the official code. Please review the specifics either on the following pages or at this link: [45 CFR § 2520.65](#).
2. **Nondisplacement and Nonduplication:** In accordance with AmeriCorps provisions, JV AmeriCorps Members cannot displace employees or volunteers and/or duplicate services provided by employees or volunteers of the partner agency. This includes substituting for employees or volunteers who are ill. Please review the specifics either on the following pages or at this link: [\(45 CFR § 2540.100\)](#).
3. **Unallowable and Allowable Fundraising Activities:** Any proposed service activities involving fundraising activity need prior approval from the AmeriCorps Grants Manager. JV AmeriCorps members may only spend up to 10% of their AmeriCorps service hours in approved in-kind fundraising activities. Please review the specifics either on the following pages or at this link: [45 CFR § 2520.40](#).

AmeriCorps Specific Responsibilities - Details:

Please see the detailed descriptions for each of the above either on the three following pages or the links provided above.

AmeriCorps: Prohibited Activities

§ 2520.65 What activities are prohibited in AmeriCorps subtitle C programs?

- (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.

AmeriCorps: Nondisplacement and Nonduplication

§ 2540.100 What restrictions govern the use of Corporation assistance?

- (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.

AmeriCorps: Fundraising

§ 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.