



**JV AMERICORPS MEMBER
ACKNOWLEDGEMENT FORM
2016-2017**

JV AmeriCorps Member Name: **NAME**

Partner Agency/Program: **NAME**

| | Member Initials |
|---|-----------------|
| 1. My term of service is for 12 months and for no less than 1700 hours . My term of service ends on 7/28/2017 . | |
| 2. I understand what it means to be an AmeriCorps member and will abide by the program standards of conduct . | |
| 3. The prohibited activities have been explained to me and I agree to not engage in prohibited activities during my AmeriCorps service hours. | |
| 4. I understand that to successfully complete the JVC Northwest AmeriCorps program, I must successfully serve the required number of hours AND complete the term of service as outlined in #1 above. | |
| 5. I agree to submit all required data in a timely manner and understand that JVC Northwest has a 5-day requirement for electronic submission of my monthly timesheet and service logs. I further understand that I am obligated to submit required information for reports on the performance measures associated with my service category. I know that I must submit one great story about the impact of my service. | |
| 6. I understand that the Education Award is a voucher that may be used to repay qualified student loans or pay for <i>qualified</i> educational expenses. I understand that the Education Award is <i>taxable</i> . | |
| 7. I understand that I can request loan forbearance online through the My AmeriCorps portal (if my loans qualify). I understand that I am solely responsible for following up with my loan holder on any forbearance request and that JVC Northwest is not responsible for requests which, for any reason, are not received or processed by the loan holder. | |
| 8. I have read and understand the grievance procedure in the member contract. | |
| 9. I have participated in the JVC Northwest AmeriCorps Program Orientation and was given the opportunity to ask questions. | |

Member Signature: _____

Date: _____

Signature: _____

Date: _____

Rebecca Sutton-Kanyako, AmeriCorps Program Manager



Member Service Contract 2016-2017

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of Membership regarding the participation of **NAME** (hereinafter referred to as the “JV AmeriCorps member”) in the JVC Northwest AmeriCorps Program (hereinafter referred to as the “Program”) for the Program Year: 2016-2017.

II. ENROLLMENT INFORMATION & MINIMUM QUALIFICATIONS

Members are responsible for filling out an enrollment form in the AmeriCorps Portal at the start of service. In the event the JV AmeriCorps member is unable to complete their own enrollment, this information along with information submitted on the JVC Northwest Application Form will be used to officially enroll members in the AmeriCorps Portal. The information may be shared with other agencies, such as the Social Security Administration, through computer matching agreements for the purpose of verifying identity and citizenship status. Submitting a knowing and willful false statement may result in penalties.

A. Minimum qualifications and high school certification: 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 agree to obtain one before using the Segal AmeriCorps Education Award (hereinafter referred to as the “education award”).

School Status: Please complete one of the certifications below. *This information is required.*

- I have received a high school diploma or its equivalent.
- I agree to obtain a high school diploma or its equivalent before using my education award and I did not drop out of elementary or secondary school to enroll in the program.

Have you **previously enrolled** in an AmeriCorps, Silver Scholar, or Serve America Fellow program?

No Yes How many terms? _____

Have you ever been **released 'for cause'** by any AmeriCorps, Silver Scholar, or Serve America Fellow program? No Yes

Education Award Limitations: I understand that I may not receive more than the aggregate value of two full-time education awards and that upon successful completion of the term of service, I will receive only that portion of the education award for which I am eligible, which may be all or a part of an education award, or no education award, pursuant to 45 CFR 2526.55.

B. What is your gender (as listed on government issued ID): Female Male

C. What is the highest level of education you have completed?

- Less than high school completed
- GED
- High school graduate
- Technical school/apprenticeship/vocational
- Some college
- Associates degree (AA)
- College graduate
- Some graduate school
- Graduate degree
- Professional degree (medical, law)

D. Are you a veteran of the United States Armed Forces? Yes No

Are you a family member of a veteran of the United States Armed Forces? Yes No

III. TERMS OF SERVICE

A. The JV AmeriCorps member's term of service begins on: **8-9-16** and the term is expected to end on:

7/28/2017.

B. The JV AmeriCorps member will complete a minimum of: **1700 hrs (full-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**, complete all JVC Northwest AmeriCorps paperwork by the established deadlines, and adhere to the standards in point F. The JV AmeriCorps member understands that they must submit a minimum of one great 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 may 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 and/or a determination of unsuccessful completion of the program:

1. 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.
2. 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.
3. The JV AmeriCorps will live in their assigned JV Community throughout the year.
4. The JV AmeriCorps member is to:
 - a. attend and participate in the JVC Northwest Orientation week.
 - b. participate and share leadership in weekly Community activities and Spiritual sharing/Reflection gatherings.
 - c. attend regular community meals and activities as decided by the community.
 - d. participate in regular business meetings as decided by the community and follow the guidelines for ethical and financially responsible practices around the community account.
 - e. participate in the structured closure of the year with the community.
5. JV AmeriCorps members are expected to participate in JVC Northwest sponsored pre-service Orientation and retreats.
6. The JV AmeriCorps member is expected to wear AmeriCorps gear at their service site every day.
7. The JV AmeriCorps member will not access Supplemental Nutrition Assistance Program (SNAP) and/or related benefits during their service year.
8. 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.
9. JV AmeriCorps members are encouraged to discuss specific dates of leave from service with the site supervisor early in the year.
10. Any significant change in the JV AmeriCorps member’s community situation requires prior consultation with the Program Coordinator.
11. 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.

12. In compliance with JVC Northwest AmeriCorps program policy, 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.
13. 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.
14. The JV AmeriCorps member is responsible for a housing cost of \$ XXX 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 other living expenses they incur.
15. Failure of the JV AmeriCorps member to fulfill the above responsibilities (F. 1-15) may result in early termination from the program, which may 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.
16. If in the rare instance a JV AmeriCorps member makes the decision to leave JVC Northwest, or the JV AmeriCorps member's service is terminated, 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.

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 will be serving:

In the position of: **INSERT**

At the partner agency: **INSERT**

And program: **INSERT**

V. BENEFITS

A. While a member is actively serving as a part of the JVC Northwest AmeriCorps 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 \$12,530 living allowance.

B. Members may choose to enroll in the JVC Northwest provided health insurance plan during their term of service, and JVC Northwest will pay the premium on this provided plan.

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

D. Upon successful completion of the JV AmeriCorps member's term of service (1700 hours and a positive performance evaluation), the full-time JV AmeriCorps member will receive an education award from the National Service Trust for the amount of **\$5,775**.

E. 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.

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. UNALLOWABLE AND ALLOWABLE FUNDRAISING ACTIVITIES: For members serving in 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. Any proposed capacity building projects involving fundraising activity need prior approval from the AmeriCorps Program Manager. JV members may only spend up to 10% of their AmeriCorps service hours in approved fundraising activities.

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 JV AmeriCorps rules of conduct:

1. Unauthorized tardiness.
2. Unauthorized absences from the service site or JVC Northwest community.
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 per the guidelines of the service site.
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, marijuana 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 AmeriCorps 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.

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.

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. The Jesuit Volunteer Corps Northwest AmeriCorps Grievance procedure is as follows:

JVC Northwest has both an informal and formal method for resolving the concerns and/or disputes involving the JVC Northwest AmeriCorps Program. Grievances may involve concerns or disputes involving a member's proposed service assignment, service evaluation, suspension, or dismissal. This procedure also may be used to resolve concern or disputes concerning non-selection of JV/AmeriCorps applicant, displacement of employees, or duplication of activities by AmeriCorps. These procedures are open to participants, labor organizations, and other interested individuals concerning the AmeriCorps program. The Informal Resolution Process and the Formal Complaint Procedure are both described below. The Informal Resolution Process is completed before the Formal Grievance Procedure begins.

Definitions: For the purposes of this policy, the individual filing the complaint is called the "complainant." The person against who the complaint is made is called the "respondent."

Please Note: The steps described below describe JVC Northwest's general approach for addressing concerns and disputes. JVC Northwest reserves the right to adjust this approach when circumstances warrant.

1. Informal Resolution Process

- a. Cooperative Resolution: JVC Northwest will resolve concerns and disputes about its program informally whenever possible through personal and cooperative meetings with the involved parties.
 - i. Concerns and disputes about JVC's AmeriCorps Program must be addressed to the Associate Director or the AmeriCorps Manager, or their designee, either orally or in writing **within 45 days** of the alleged occurrence.
 - ii. Upon receiving written or oral notice of concern or dispute, the Associate Director or the AmeriCorps Manager, or their designee, will, as circumstances permit:
 1. Communicate with the party raising the concern or dispute to determine the nature of the concerns or dispute; and
 2. Attempt to resolve the concerns or dispute with involved parties using a variety of methods including, but not limited to:
 - a. mediating the concerns with the parties;
 - b. assisting the placement with the resolution of the concerns; or
 - c. conducting a preliminary inquiry into relevant issues.
 - iii. If the concerns or dispute are not resolved within 30 calendar days of the initiation of the Informal Resolution Process, the party with the concern or dispute may file a formal grievance which will be handled under the Formal Grievance Procedure (Step 2).
- b. Alternative Dispute Resolution: Alternatively, the involved parties may seek resolution of the concerns or dispute through means of Alternative Dispute Resolution (ADR), such as negotiation, mediation, or facilitation.

- i. ADR **must be initiated within 45** calendar days of the alleged occurrence.
- ii. A mutually agreed upon neutral, third party will facilitate the proceedings and function specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement.
- iii. The proceedings will be informal and the rules of evidence will not apply. Within the extent of the law, the proceedings will also be confidential. No communication or proceeding from ADR may be referred to or used as evidence in later proceedings.
- iv. If the matter is resolved:
 - 1. the terms of the resolution are recorded in a written agreement;
 - 2. the complainant will agree to forego filing any further grievance on the matter under consideration;
- v. If the matter is not resolved within 30 calendar days of initiation of ADR, the party with the concern or dispute has the right to file a formal grievance.

2. Filing a Formal Grievance

If the concerns or dispute regarding the JVC Northwest AmeriCorps Program are not resolved with the Informal Resolution Process, the complainant may file a grievance and, in doing so, must adhere to the procedure explained below.

- 1. Except for complaints alleging fraud or other criminal activity, grievances must be filed within one year of the date of the alleged occurrence.
- 2. The grievance must be in writing and filed with the Executive Director at JVC Northwest. If the grievance is filed against the Executive Director, the written grievance must be submitted to the Chair of the Board of Directors. The grievance should include, to the best extent possible, the following information:
 - a. The full name and contact information of the complainant;
 - b. The full name and contact information of the respondent, or other information sufficient to identify the respondent;
 - 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.
- 3. If ADR was used in the Informal Resolution Process, the neutral party from ADR may not participate in the formal grievance process.
- 4. The Executive Director, or the Board Chair if the grievance is against the Executive Director, from JVC Northwest will meet with the complainant to learn more about the grievance and will determine a plan of action which may include, but is not limited to:
 - a. conducting an objective investigation into the allegations;
 - b. interviewing respondent and witnesses; and
 - c. reviewing any supporting documentation.

All parties involved have the right to have another person present as a witness during interviews.
- 5. Information concerning an investigation is generally considered confidential and will be disclosed as JVC Northwest determines is necessary for business purposes or if required by law.

6. Complainants and respondents are expected to fully cooperate with any investigation. If the complainant does not or cannot cooperate, the complaint may be deemed withdrawn. If the respondent does not cooperate, it may be considered a violation of JVC Northwest policy.
7. After completing the investigation, the Executive Director, or the Board Chair if the grievance is against the Executive Director, will render a decision on the grievance and suggest a remedy, if any. A decision on the grievance will be made no later than 60 calendar days after the filing.

3. Binding Arbitration

1. If there is an adverse decision against the complainant, 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 of the formal grievance 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 arbitration, including all processes, proceedings and remedies, shall be consistent with 45 CFR §2540.230.

X. 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: Amy Potthast (apotthast@jvcnorthwest.org)

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 **NAME** (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 |
|---------------------------------|------------------|------|

| | |
|--|------|
| Rebecca Sutton-Kanyako JVC Northwest AmeriCorps Program Manager | Date |
|--|------|