

High Rocks Educational Corporation

High Rocks AmeriCorps Member Contract 2015-2016

We are thrilled that you will be joining us on the 2015-2016 AmeriCorps team! We would love to give you a little context for why we are so excited. Only a few years ago, we had dreams of taking High Rocks into the community and then into the world beyond. We started thinking and scheming, and after much discussion, we decided to apply for funding from AmeriCorps and got it. Four years later, with a few successes and challenges to share, here we are.

We were amazed this year with the number and quality of applicants who applied to the program. We look forward to having you on the team, learning a lot from you, and hope that we have some things to offer you as well!

I. PURPOSE AND AMERICORPS PLEDGE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the “member”) in the High Rocks Educational Corporation AmeriCorps Program (hereinafter referred to as the “Program”).

By signing this contract, the member agrees to take the AmeriCorps Pledge:

I will get things done for America—
to make our people safer, smarter, and healthier.
I will bring Americans together
to strengthen our communities.
Faced with apathy, I will take action.
Faced with conflict, I will seek common ground.
Faced with adversity, I will persevere.
I will carry this commitment with me this year and beyond.
I am an AmeriCorps member, and I will get things done.

II. DEFINITIONS

Host Site: An organization that is the fiscal agent of the project and is ultimately responsible for the program’s success or failure. The Host Site is responsible for writing the AmeriCorps grant and for ensuring that the appropriate reporting is compiled, completed, and submitted to the Corporation of National Service for review. The Host Site also provides project oversight to support all involved in the program.

Program: The High Rocks AmeriCorps Program. This includes all projects that are involved in the Program. For the purposes of this contract, the Program denotes all of the rules and responsibilities carried by the Host Site.

Partner Site: An organization or grassroots movement leader who hosts and assumes responsibility for one or more members as a partner of the High Rocks AmeriCorps Program.

AmeriCorps Project Director: Agent of the host site. Sets policy, develops project partners and vision. Fosters collaboration. Takes responsibility for ultimate decisions, especially when things are not clear-cut. The AmeriCorps Project Director is Sarah Riley.

AmeriCorps Program Coordinator: Deals with hiring and firing AmeriCorps members. Leads in carrying out the project day-to-day. Conducts site visits to member worksites and evaluates and reports on project. Collaborates with Project Director and Supervisors on member development and member meetings. The liaison of AmeriCorps with the state Corporation: submits the grant, approves on-line time sheets, submits on-line reports, hosts state site visits to our project, and attends state meetings. The AmeriCorps Program Coordinator is Marlyn McClendon.

Supervisor: Supports the AmeriCorps members in determining their weekly schedules and overlooks members’ work and development. Conducts either weekly 30-minute supervision meetings, or bi-weekly

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one-hour supervision meetings. Approves member timesheets and oversees member reporting, and ensures that member is submitting timesheets no later than the 15th and 30th of every month and is submitting program evaluations monthly. The supervisor for the member is listed in section (V) of this agreement.

AmeriCorps Member: provides direct service programming, performs approved capacity building activities, and participates in approved training opportunities (not to exceed 20% of the program's aggregate time). Identifies the needs of the community and addresses those needs by implementing programs and activities. AmeriCorps members are part of the AmeriCorps State and National branch of AmeriCorps (The other two branches of AmeriCorps are VISTA and NCCC).

III. MINIMUM QUALIFICATIONS

The member certifies that she/he is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age (or at least 16 years of age if the member is an out-of-school youth and a participant in one of two types of youth corps defined under the National and Community Service Act of 1990, as amended). By signing this contract the member certifies, under penalty of law, that she/he has a high school diploma or equivalency certificate or agrees to obtain one before using the education award. By signing this contract, the member agrees to a fingerprint criminal background check. No individual who has been convicted of any sex offense or of murder may serve as an AmeriCorps member.

IV. TERMS OF SERVICE

- A. The member will begin her/his term of service September 16, 2015 and end her/his term of service August 31, 2016. The member and the program may agree, in writing, to extend this term of service for the following reasons:
 1. The member's service has been suspended due to compelling personal circumstances.
 2. The member's service has been terminated, but a Whistleblower policy procedure has resulted in reinstatement.

If the member and the program agree to extend this term of service, the program is required to submit this request in writing to the Corporation of National Service. Extensions will then be considered and evaluated by the AmeriCorps Program Officer before the extension is granted. The member will be notified that the extension has been granted by her/his supervisor.

- B. The member will be serving as a full-time AmeriCorps member and will complete a minimum of 1700 hours. Of these hours, a maximum of 20% may be training, education, or other similar approved activities and a maximum of 10% may be fundraising.
- C. The 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 (CNCS), and to be eligible for the education award, she/he must complete at least 1700 hours of service, satisfactorily complete the appropriate education/training that relates to the member's ability to perform service, and complete all required service reports in a timely manner.
- D. The member will meet with their supervisor each week. During these supervision meetings, members are required to bring a completed list priorities. Your supervisor will have samples of these documents.

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- E. The member is responsible for turning in their OnCorps timesheets on the appropriate due dates, which are the **15th** and **last day** of each month. Failure to submit timesheets on those dates will result in your living stipend being withheld; for direct deposit, your check will *not* be deposited, it will be printed as a paper check and held until we receive your timesheet.
- F. The member will be responsible for conducting a fingerprint background check and FBI check for the state of WV. You **must** turn in every receipt and/or document from the background check, including printing anything from online, etc. and sign them. Please turn these in to Shelby Mack.
- G. The member understands that to be eligible to serve a second term of service she/he must receive satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service with this program will be based on at least a mid-term and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:
 - 1. Completed the required number of hours;
 - 2. Satisfactorily completed assignments, tasks, or projects; and
 - 3. Met any other criteria that were clearly communicated either orally or in writing at the beginning of the term of service. The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

H. Member Training:

As part of an effort to build capacity and develop leaders statewide around a variety of service areas, you may choose to either complete Mountain State Leaders training in full or opt-in to a disaster service training and deployment program. Members who select the disaster option will do so in lieu of the second MSL training and service projects. (Members will still be required to complete the October MSL training and January service project with their MSL team.) As part of the agreement, members will receive training from the American Red Cross twice during the year and be deployable for local events as part of the Red Cross response team. Members may be deployed and away from sites for up to three consecutive days or for not more than five total days during the year.

Members will be available within the county in which they serve, minimally, and available out of county at the discretion of the member and the service site. For each local deployment in which member support is requested, members and sites have the ability to decline if a disaster deployment is not possible.

For the 2015/16 program year, members who opt-in will become part of the Red Cross volunteer roster and agree to receive communications both electronically and via phone regarding upcoming Red Cross events, meetings, readiness for impending weather events and other training information. Members who opt-in are required to deploy during the year at least once or to participate in an exercise at the year-end event to practice disaster skills.

By signing their contract members agree to participate in these events instead of performing the second Mountain State Leaders service project in April. Members understand that any Red Cross or other disaster response participation is voluntary and that sites have agreed to allow service during disaster events to count towards service hours. Attending disaster meetings for the Red Cross or other service work with any disaster agency (outside of actual disaster deployments) is beyond the scope of this agreement and hours at those activities must be approved in advance by the site if they are to be counted towards the member service hours.

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V. POSITION DESCRIPTION

High Rocks is committed to both learning from and positively contributing to the surrounding community. The High Rocks AmeriCorps project includes full-time High Rocks AmeriCorps members, quarter-time High Rocks AmeriCorps members, and minimum-time High Rocks AmeriCorps members who offer various programs throughout the community, including after-school programming for teenagers and elementary school students, in-school enrichment activities, school gardens, and community service projects. In all these programs they are teaching and learning from the people that they serve. This project develops these members' leadership potential and provides direct service.

Furthermore, High Rocks is serving as the host site for Alderson Community Food Hub, Alderson Main Street, Trillium Arts Collective, and Communities in Schools Greenbrier County CISGC, The Family Refuge Center, and Friends of the Lower Greenbrier FOLGR.

This member is a **High Rocks Full Time AmeriCorps Member**. This member agrees to complete the tasks designated in the attached High Rocks AmeriCorps Member Position description.

The name of this member's supervisor is **Renae Anderson**

A. The member will receive from the program the following benefits:

1. **Living Allowance.** The living allowance is designed to help members meet the necessary living expenses incurred while participating in the AmeriCorps program. Programs must not pay living allowances on an hourly basis. It is not a wage and should not fluctuate based on the number of hours members serve in a given time period. High Rocks pays 1/23 of the living allowance twice a month. Programs may use their organization's payroll system to process members' living allowances.
 - a. A living allowance in the amount of \$12,530.
 - b. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
 - c. The living allowance will be distributed twice each month by either check or direct deposit on the 15th and the last day of each month starting on September 30th, 2015. The amount will be \$544.78, before taxes.
 2. **Health Benefits.** AmeriCorps members will apply for West Virginia Medicaid; if eligible Medicaid will provide their full health care coverage. If not eligible, members may enroll in a group plan provided by The Corps Network. Member can decline healthcare coverage if they have other coverage through a family member.
 3. **Childcare Allowances.** If the member qualifies, a childcare allowance will be provided directly to the government licensed care facility. The amount of the allowance will be based on the number of children, and will be distributed in the form of a monthly reimbursement check by First Financial Associates (FFA).
 4. **General Liability Coverage and Worker's Compensation.** This includes coverage of members engaged in on- and off-site project activities. All workers' compensation related injuries should be reported to the AmeriCorps Coordinator, Marlyn McClendon, as soon as possible, but not more than 24 hours after the incident.
- B. Upon successful completion of the member's full-time (1700 hour) term of service before the program's official end date of August 31, 2016, the member will receive an education award from the National Service Trust. For successful completion of a full-time (1700 hour) term, the member will receive an education award in the amount of \$5,730. From the time the member receives the award, the member has 7 years to use the award after the member's last day of service.
1. If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees

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to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member's education assessment.

2. The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.
 3. Please refer to MyAmeriCorps.gov for further information regarding the Segal Education Award.
- C. Upon enrollment and acceptance into the program, the member is eligible for forbearance of any qualified student loans. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service. The member may access her/his MyAmeriCorps account and from there can submit a loan forbearance request. After her/his term of service is completed, the member can submit an interest accrual request and can also access her/his education award.

VII. RULES OF CONDUCT

- A. While charging time to the AmeriCorps program, accumulating service or training hours, wearing the AmeriCorps logo, 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 , 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; and
 - 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;
 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.

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*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.

- B. The member, by signing this contract, agrees to; at all times while acting in an official capacity as an AmeriCorps member, abide by the policies listed in the ***High Rocks Personnel Policy and AmeriCorps manual*** (attached as an addendum to this contract).
- C. The member is expected to refrain from using the following words in reference to their time of service: job, hire, work, etc. any words that refer to your position or year of service as a job. As an AmeriCorps member you have been *recruited to volunteer* for a year of *service*. Therefore, you are not “working” you are “serving”, you are “recruited” not “hired”, and finally this is not a “job” but an “AmeriCorps position”.
- D. The Member agrees to abide by the requirements of the Drug-Free Workplace Act, as outlined in the ***High Rocks Personnel Policy and AmeriCorps manual***.
- E. High Rocks reserves the right to terminate any employee or AmeriCorps member at any time. The Member understands this process as outlined in the Involuntary Termination of Employment section of the ***High Rocks Personnel Policy and AmeriCorps manual***.
- F. The member understands that she/he will be either suspended or released for cause in accordance with paragraphs (B), (C), and (D) of section VII of this agreement for committing certain acts during the term of service including but not limited to being convicted of or charged with a violent felony or of possession, sale, or distribution of a controlled substance.

VIII. RELEASE FROM TERMS OF SERVICE

- A. The member may be released by the Program 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 member understands that she/he may be released for the following two reasons:
 1. For cause, as explained in paragraphs (C) of this section; or
 2. For compelling personal circumstances as defined in paragraph (D) of this section.
- C. The member understands that the program may release her/him for cause for the following reasons:
 1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
 2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
 3. The member has committed a fourth offense in accordance with paragraph (E) of section VII of this agreement;
 4. The member has committed any of the offenses listed as grounds for termination in the ***High Rocks Personnel Policy and AmeriCorps Manual*** (some offenses are grounds for immediate termination);
 5. Any other serious breach that in the judgment of the Program Director would undermine the effectiveness of the program.
- D. The member understands that the Program may release her/him from the term of service for

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compelling personal circumstances if the member demonstrates that:

1. The 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 member;
 3. The member has Military service obligations;
 4. The member has accepted an opportunity to make the transition from welfare to work; or
 5. Some other unforeseeable circumstance beyond the member's control makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or the program.
- E. The member understands that compelling personal circumstances do not include leaving the 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.
- During the suspension from service, the member will not receive benefits (as described in Section VI) or credit for service hours. The member may resume his or her term of service once the circumstances supporting the suspension have been resolved. However, a suspension may last no more than two years from the date of suspension. If the member does not resume the term within the two 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.
- F. The member understands that the Program may suspend the member's term of service for the following reasons:
1. During the term the member requests a suspension based on compelling personal circumstances, as described in paragraph (D) of this section
 2. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.
 3. During the term of service the member has been convicted of a first offense of possession of a controlled substance. If, however, the member demonstrates that she/he has enrolled in an approved drug rehabilitation program, the member may resume her/his term of service. The member will not receive back living allowances or credit for any service hours missed.
 4. The Program may suspend the member's term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of section VII of this agreement.
- G. If the program releases the member for cause as described in paragraph (C) of this section or for compelling personal circumstances as described in paragraph (D) of this section, the member will cease to receive the benefits described in paragraphs (A) and (C) of section VI.
- H. If the program releases the member for cause the member will receive no portion of the education award. If, however, the program releases the member for compelling personal

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circumstances, the member will receive a prorated education award, provided the member has completed at least 15 percent of the hours needed to complete the 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.

IX. GRIEVANCE PROCEDURE

- A. The member understands that High Rocks has a grievance procedure to resolve disputes concerning issues including the member's suspension, termination, service evaluation or proposed service assignment. The member understands how to file a grievance according to the procedure outlined in the ***High Rocks Personnel Policy and AmeriCorps manual***.
- B. The member understands that High Rocks has an Employee Protection Policy to protect employees and AmeriCorps members from retaliation if the AmeriCorps member reports an unlawful activity. The Member understands how to file such a complaint according to the procedures in the ***High Rocks Personnel Policy and AmeriCorps manual***.

X. DISCRIMINATION IS PROHIBITED

A person, including a member, a community beneficiary, a service recipient, or program staff, may not, on the ground of race, color, national origin, gender, sexual orientation, disability, age, drug abuse, alcohol abuse or alcoholism, political affiliation, or religion (except as noted below) be excluded from participation in or denied the benefits of a program, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition of discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion with respect to program staff applies only to program staff paid with CNCS funds but excludes staff paid with CNCS funds who were employed by the grantee on the date the CNCS grant was awarded.

XI. MEMBER MEDIA RELEASE

By signing this form, I agree to the following: The use of my photo, quotes and stories by High Rocks in publications, promotional items, media relations and on the website. If possible I would like to have access to copies of documents that have my picture in them.

XII. CRIMINAL HISTORY RELEASE

I authorize the program to perform a criminal history check to determine if I meet the eligibility requirements of CNCS and the program for this AmeriCorps position. The information reviewed from this check will include but not be limited to allegations and convictions for crimes committed and will be gathered to the extent permitted by state and federal law. The results of these checks will be kept confidential and in a secure location. I will have an opportunity to review and challenge the factual accuracy of the report before action is taken to exclude me from the position.

This criminal history check will consist of the following:

1. A check of CNCS approved state repository or vendor for the state of West Virginia and, if different, a second check for the state in which I reside/resided at the time of application;
2. A National Sex Offender Public Registry (NSOPR) check; and
3. A fingerprint-based FBI records check.

As an applicant for an AmeriCorps member position, I understand and acknowledge that my acceptance as an AmeriCorps member is contingent upon the organization's review of my criminal history and the refusal to consent to the above checks makes me ineligible to serve. In addition:

1. Anyone listed or required to be listed on a sex offender registry is ineligible to serve.

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2. And one convicted of murder is ineligible to serve.
3. Lastly, I understand that while waiting for the results of my criminal history checks, I am not permitted to be unaccompanied on service sites.

XII. NON-DUPLICATION AND NONDISPLACEMENT

A. 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.

B. 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.

XII. RAISING OF 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.

D. 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.

XIII. COVERAGE ELECTIONS & Member Service Gear

1. Health Insurance Election:

- I am eligible for health care coverage under Medicaid
 I and ineligible for Medicaid and elect to participate in the High Rocks AmeriCorps health insurance plan
 I decline to participate in the High Rocks AmeriCorps health insurance plan and certify that I will have health care coverage from another provider throughout the duration of my service term

2. Childcare Allowance Election:

- If qualified, I elect to receive the childcare allowance.
 I either do not qualify, or decline to receive the childcare allowance.

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3. Member Service Gear sizing:

*Size of T-shirt (circle one) XS S M L XL 2XL other (please specify) _____

*Size of Hoodie (if applicable, circle one) XS S M L XL 2XL other (please specify) _____

*Preferred Name (if different from name listed on contract): _____

XIV. AMENDMENTS TO THIS AGREEMENT

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

XV. AUTHORIZATION

The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. (If the member is under the age of 18 years old, the member's parent or legal guardian must also sign.)

AmeriCorps Member

AmeriCorps Program Director

Name

Name

Signature

Signature

Date

Date

Signature of Parent/Legal Guardian (if applicant is under the age of 18)

Date

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Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

5/15/2013
Date

A handwritten signature in black ink, appearing to read "Wendy Spencer".
Wendy Spencer, Chief Executive Officer

DISASTER SERVICES | ECONOMIC OPPORTUNITY | EDUCATION | ENVIRONMENTAL STEWARDSHIP | HEALTHY FUTURES | VETERANS AND MILITARY FAMILIES

AMERICORPS | SENIOR CORPS | SOCIAL INNOVATION FUND