

# ACTION RESOURCES INTERNATIONAL AMERICORPS PROGRAM 2020-2021 MEMBER HANDBOOK

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# ARI AMERICORPS PROGRAM OVERVIEW

# **PURPOSE OF THIS MANUAL**

The purpose of this manual is to establish and explain policies and procedures of the Action Resources International AmeriCorps Program. It is a reference tool and we hope that it will be helpful in providing you with some of the answers to questions you may have.

# **MISSION**

Action Resources International (ARI) provides support and advocacy for grassroots changemakers in the advancement of health, safety, security and justice for individuals, families and communities everywhere. In line with this mission, the ARI AmeriCorps Program serves as rural intermediary for non-profit organizations throughout Wyoming.

# **ORIGIN & BACKGROUND**

Action Resources is a nongovernmental, nonprofit organization incorporated in 1991 and granted federal 501(c)(3) tax exempt status in 1995. In recognition of the multiple layers of cause and effect connected to violence and oppression of all kinds, Action Resources offers support and advocacy for community organizing that strengthens neighborhoods, counties and regions, and sponsors programs that help provide a wide range of individual and community well-being and growth essentials.

# **OVERVIEW OF AMERICORPS**

AmeriCorps is a National Service movement with roots in the Peace Corps and the Civilian Conservation Corps. AmeriCorps provides thousands of Americans of all ages and backgrounds with an opportunity to address pressing community needs by completing a year of service. In exchange for their service, AmeriCorps members may receive a living allowance and an education award. Nationwide there are over 600 AmeriCorps programs providing service to communities in the areas of health and human needs, public safety, homeland security, education and the environment. AmeriCorps programs are funded by the Corporation for National and Community Service and in Wyoming, they are supported by ServeWyoming. Visit the AmeriCorps website (Fieldprint.americorps.org) for a full listing of programs by state and focus areas.

There are four goals that guide AmeriCorps programs and their members:

- 1. Getting Things Done through direct and demonstrable service that helps solve community problems in the areas of education, homeland security, public safety, environment and health and other human needs.
- 2. Strengthening Communities by bringing together Americans of all ages and backgrounds in the common effort to improve our communities.
- 3. Encouraging Responsibility by enabling members to explore and exercise their responsibilities toward their communities, their families and themselves. AmeriCorps members encourage responsibility by promoting service by community residents.

4. Expanding Opportunity by enhancing members' educational opportunities, job experience and life skills.

# **ROLES AND RESPONSIBILITIES**

**ARI Executive Director**, Gayle Woodsum, oversees all of ARI's programs. Program oversight for the ARI AmeriCorps Program includes but is not limited to: budget, staff management, contracting, project management, grant writing and management, public relations, partnerships, and fundraising.

**ARI AmeriCorps Program Coordinator**, Katie Case, directly oversees all of ARI's AmeriCorps sites, supervisors and members. This includes but is not limited to: training and managing current sites and members, identifying potential partners, sites and future projects; building and maintaining strong relationships for continued and increased support; carrying out program's logistical planning and preparation; assessing and developing ARI's AmeriCorps program to ensure continued success; developing new materials, objectives and goals for future program growth; recruiting and enrolling new sites and members; general operations oversight; and maintaining compliance with AmeriCorps regulations and program member reporting and documentation.

**ARI AmeriCorps Program Support Coordinator**, Sandy Moody, directly oversees all of ARI's AmeriCorps Program finances. This includes but is not limited to: program budget management and member's living allowance disbursements.

**ARI AmeriCorps Program Sites** are non-profit organizations that have entered into a partnership with the ARI AmeriCorps Program. ARI AmeriCorps Sites have agreed to host AmeriCorps members for a term of service, comply with ARI AmeriCorps Program's policies for sites during the term of service, and provide AmeriCorps members with training, support and a Site Supervisor.

**ARI AmeriCorps Program Site Supervisors** work on site and supervise AmeriCorps members during their term of service. Site Supervisors report to and cooperate with the ARI Program Coordinator and site staff as appropriate. Their responsibilities include but are not limited to: ensuring compliance of the AmeriCorps Site and AmeriCorps member, working with and supporting AmeriCorps member during their term of service, signing off on member hours, and regular communication with the ARI AmeriCorps Program Coordinator.

**AmeriCorps Members** report to and cooperate with all program staff and supervisors as appropriate, fulfill the minimum hourly commitment during the term of service, and meet all of the requirements set by ARI's AmeriCorps Program, Program Site and those set by AmeriCorps State National.

# **AMERICORPS MEMBER BENEFIT INFORMATION**

### **Living Allowance**

Members will receive a living allowance (less applicable taxes) of:

- \$14,279.00 for a minimum 1700 hr. term of service
- \$10,080.00 for a minimum 1200 hr. term of service
- \$7,560.00 for minimum 900 hr. term of service
- \$5,670.00 for a minimum 675 hr. term of service
- \$3,780.00 for minimum 450 hr. term of service

Members will receive a portion of the total living stipend every month of service. This portion will reflect that month's part of the total number of hours of service.

The term of service is a minimum number of hours you are expected to contribute. There may be cases when you will need to put in additional hours of service to finish a task satisfactory.

Living allowance checks will be distributed bi-monthly through ARI's payroll procedures. Checks will be sent on the 15<sup>th</sup> and the last working day of the month, direct deposit arrangements can be made. Living allowances are non-negotiable. No back pay is issued for living allowances missed during periods of temporary suspension. Living allowance payments are subject to income tax.

### Holiday, Sick and Personal Leave Time

ARI's AmeriCorps Program does not provide traditional Holiday, Sick and Personal Leave time. Organizations depend on the service members and host site programs provide. We ask that members be mindful of the commitment they have made to serve their communities and complete their projects.

#### **Education Award**

One of the ways that AmeriCorps can make an impact on your life is to help you reach your goals with the education award. When you successfully complete your service, you will receive an education award that you can use to attend qualified institutions of higher education or training or to repay qualified student loans. Refer to the following FAQ for answers to common questions about the education award. If you have other questions, please call (888) 507-5962. Information is also available on the AmeriCorps website at *Fieldprint.americorps.org*.

Members who fulfill terms of service will receive education awards based on their minimum hour commitment for their time of service.

Members who do not successfully complete their terms of service including hours and length of time as stated in their agreements, will forfeit their Education Award.

# HOW TO USE MY AMERICORPS EDUCATION AWARD AND PAYOUT REQUIREMENTS

### What Can I Use My Education Award For?

You can use your education award in the following ways, or a combination of them:

- To repay qualified existing or future student loans;
- To pay all or part of the current cost of attending a qualified institution of higher education (including certain vocational programs)

### What are the Categories of Education Awards?

The ARI AmeriCorps Program has several available categories of education awards, which are dependent on the minimum hours served:

- 1700 hour term of service earns you a \$6,195.00 education award
- 1200 hour term of service earns you a \$4,336.50 education award
- 900 hour term of service earns you a \$3,097.50 education award
- 675 hour term of service earns you a \$2,360.00 education award
- 450 hour term of service earns you a \$1,638.89 education award
- 300 hour term of service earns you a \$1,311.11 education award

### How Many Education Awards Can I Receive?

You can receive up to two full time education awards, for up to four terms of service. Full-time, half time, reduced half time, quarter time, and minimum time terms of service each count as one term of service.

### Which Colleges and Universities Are "Qualified Institutions"?

You can use your education award at most institutions of higher education (including graduate and professional programs), as well as some vocational schools. An institution is considered qualified for the education award if it has an agreement with the U.S. Department of Education whereby its students are eligible for at least one of the federally backed forms of financial assistance—such as Pell Grants, Perkins Loans, Stafford Loans, National Direct Loans, and Federal Consolidated Loans. To make sure the institution you want to attend is qualified, check with the financial aid office to see that they are a Title IV school before you make specific plans.

### What Types of Loans Can the Education Award Repay?

Most post-secondary loans that are backed by the federal government are qualified for repayment with an AmeriCorps education award. Your lender should be able to tell you if your loan is qualified.

# What Types of Expenses Are Considered Part of the Current "Cost of Attending" an Institution?

"Cost of attending" may include tuition, room and board, books, supplies, transportation, and other various expenses. The financial aid office of each school has information on expenses for specific academic programs, and that office determines the cost of attendance for the school.

#### When Can I Use My Education Award?

You can use your education award any time upon completion of your service—up to seven years after the date you end your service. You may be eligible for an extension if:

- you are unavoidably prevented from using the award during that time; or
- you perform another term of service in an approved program. To be considered for an extension, you must apply before the end of the seven-year period.

### Is the Education Award Taxable?

Yes. You will be taxed on your education award in the year you use it. For example, if you use all or part of your award for college in the spring, when you file your taxes, you must pay taxes on the portion of the award you used. However, you may be able to take advantage of the Hope Scholarship Credit or the Lifelong Learning Credit. Those credits may provide you with significant tax relief. Both the Department of Education and the Internal Revenue Service have information on these tax provisions. The Corporation for National and Community Service does not deduct taxes from the award, but in late January it sends 1099 Forms to all AmeriCorps members who have made payments from their education awards and who have accrued interest during the previous year. The 1099 Form does not need to be included in your tax return, but it reflects the amount that the National Service Trust reports to the IRS as taxable miscellaneous income. If you have questions about how to file taxes for your award, contact your local IRS office.

### What Do I Need to Do to Use My Education Award?

At the end of your term of service, fill out the National Service Trust End of Term of Service Form. Your program assistant director will send this form to the National Service Trust to certify that you have finished your term of service and are now eligible to receive your award. Within four weeks of receiving the form, your award will be credited to your "My AmeriCorps" account (my.americorps.gov).

# The first time you use *My AmeriCorps*, you will need to complete a simple registration process by following the steps below:

- 1. Access the system through the AmeriCorps.gov website;
- 2. Click on the link to "*My AmeriCorps*" either from the AmeriCorps.gov home page.
- 3. In the login box, click the "Register as a new user" button;
- 4. On the registration page, enter your last name, date of birth, social security number and current e-mail address;

- 5. Click "Submit" and an e-mail will be sent to you that will include a link giving you access into the system.
- 6. Once there, you will be asked to create a Username and Password.
- 7. Click "Submit" and the system will bring up your personalized homepage.

By logging into *My AmeriCorps* and clicking on "**My Education Award**," Members and Alumni can use *My AmeriCorps* to:

- Update your contact information
- Access, create, and submit forms to:
  - Have your student loans deferred during your term of service (Forbearance Request)
  - Request payment of the interest that accrued on your student loans during your term of service (Interest Accrual Benefit Request)
  - Request payment of qualified student loans (Education Award Payment Request)
  - Request payment of current Educational Expenses (Education Award Payment Request)
  - Extend the date of expiration of your Segal AmeriCorps Education Award (Award
     Extension Request)
- View the status of your pending requests
- Check your Segal AmeriCorps Education Award balance
- View your account history

### Why use My AmeriCorps to manage my Segal AmeriCorps Education Award account?

• No more paper.

The new system eliminates the current paper forms required by the Trust, as well as enhance traceability through use of the online site.

Track the status of your requests.

You can track the status of your requests, eliminating the worry of whether your request got lost or misplaced.

• Receive payments in less time.

The new online system will allow for quicker turn-around of payments. Your Education or Financial Institution will receive your money much sooner than with a paper-based process.

• Easy access to help and information.

The system reduces the need to call the Trust because most questions can be answered by visiting the online site. FAQ's and online help are available throughout the system.

### • Manage your account online.

You can view up to date account balance and information from your homepage. You also have the capability to update your contact information.

### What About Paying Student Loans During My Term of Service?

For most qualified student loans, the loan holder must approve your request for forbearance during your term of service. Forbearance is not automatic; you must request it. During a period of forbearance, you do not have to make payments, although interest continues to accumulate on your loans. If you qualified for loan forbearance and completed the appropriate form at the beginning of your term of service, your forbearance should remain in effect until you complete your service. You may want to check with your loan holder to be sure that the forbearance has been placed in effect.

#### How Do I Make Interest Payments on Existing Loans?

If you obtained loan forbearance at the beginning of your term of service, you need to submit an interest accrual form to your loan holder when your term has ended. The loan holder must complete the bottom of the form, compute the total accrued interest, and send it to the Trust for payment. The Trust can pay your interest only if you successfully complete your term of service and receive an education award. This amount is in addition to your education award.

# **REPORTING REQUIRMENTS**

# **MEMBER TIME COMMITMENTS**

### **Expectations of Time Served per Week:**

All members must meet the minimum number of hours in their Member Agreement by the end of the grant term year. The number of hours members serve per week or month is determined with and/or by their site supervisor.

### Breakdown of Member Time:

Maximum 20% can be spent training. This includes ARI AmeriCorps training sessions, pre-service orientation, any conferences the member may attend, and Serve Wyoming sponsored events. If there are any questions, please ask program staff.

Maximum 10% can be spent on non-prohibited fundraising activities. These activities need to be recorded on your timesheet and will be specified by program staff in the event the member will be participating in them.

### Holiday, Sick and Personal Leave Time

All members must request time off for personal or planned medical reasons 2 weeks in advance from Program Staff. Requests for time off cannot be guaranteed.

Members who anticipate missing service time, and who request personal leave in advance, must make arrangements to make up missed time during the remainder of their term of service. The following conditions must be met when making up hours: Extra hours may be earned serving on program projects off site. Extra hours may be earned by participating in ServeWyoming's online training sessions. Extra hours may be earned serving with an approved outside partner or organization.

#### **Time Management**

Countable hours: Members count hours according to AmeriCorps rules in order to qualify for education awards. This includes all direct service and all projects related to direct service, conferences, program events and national service day events. Non-Countable hours: Travel time to and from program sites.

### **Timesheet Guidelines**

All members must submit and electronically sign their timesheet every other week. Time sheets must be filled on My Service Log by entering the date, time served and a description of their direct service. Members must log their fundraising and/or training hours separately (by checking the appropriate box after entering the date and time).

Partial hours worked will be indicated as follows: 15 minutes = .25 30 minutes = .50 45 minutes = .75 60 minutes = 1

The only individuals authorized to sign a time sheet are the member, the site supervisor and the ARI Program Coordinator. After the hours are logged and signed by the member, the site supervisor and program coordinated are notified by email and can sign off on member hours as well.

Keeping on top of your hours in your service log **is important** because it:

- Helps keep track of the member's time and ensures that they will complete the required number of hours to qualify for an education award; and
- Provides an accurate record of service when the ServeWyoming AmeriCorps commission appeals to the Corporation for National and Community Service for funding.

### Time Log Mistakes

Any mistakes made when logging member service hours (the description, time served, date served, etc.) can be easily amended by contacting the ARI AmeriCorps Program Coordinator.

# **MONTHLY NARRATIVE REPORTS**

### **Narrative and Capacity Reports**

Part of AmeriCorps Program requirements are for current members to submit narrative reports, by email to the ARI Program Coordinator (katherine@actionresources.ngo) <u>at the end of each</u> <u>month</u>. These narratives, and the data collected from them, are used to provide overall program progress reports to the National Cooperation for Community Service. Capacity Reports their template will be sent to you each month for you to fill out.

### Narrative Reports Include:

- Number of people served by you in these time periods, in 2 separate reports.
- Military family members served if you have the data.
- Active Duty military family members served if you have the data.
- Veteran family members served if you have the data.
- Veterans served if you have the data.
- Individuals or families affected by disaster.
- Number of volunteers you have recruited, trained or worked with.
- Some observations from you about how your work is going and what you have learned.
- Please share some great stories about your work, what you have observed or participated in that has inspired, moved you or made you think.

# POLICIES AND FORMS

# **ARI AMERICORPS POLICIES AND PROCEDURES**

ARI AmeriCorps Members represent ARI and ServeWyoming throughout the state of Wyoming. Your actions will affect everyone in the program and the program's reputation in the community. By serving in the ARI AmeriCorps program, you are accepting this commitment to service. These policies and procedures maintain the integrity of the program and provide a foundation for a successful term of service.

It is important that you know and respect these policies and adhere to them. Please ask questions about these policies if you feel that you do not completely understand their justifications. Infractions will lead to disciplinary action and may mean dismissal from the program.

# **MEMBER FILE REVIEW PROCESS:**

# The ARI AmeriCorps Program Coordinator is required to complete this process for each individual member file.

- NSOPW (record of initiation and authorization, clearance and adjudication).
- Proof of Citizenship (copy of US passport or Birth Certificate and driver's license).
- Tax Documents: W4 & I9
- Background Check: All background checks kept in a locked and confidential file. A background check memo must be completed for each member file and be dated and signed (please see the background check policy for how to process a background check).
- Disclosure of Applicant Salary Deposit
- Proof of High School Diploma or GED (signed statement)
- Documentation of Position Description
- Signed Member Agreement
- Mid Service and Post Service surveys and evaluations

# **CODE OF CONDUCT POLICY**

### While in service the member is expected to:

- Demonstrate mutual respect towards others
- Follow directions
- Direct concern, problems and suggestions to the appropriate Program Staff
- Maintain a positive attitude towards service to the public
- Not engage in any activity involving proselytizing or assisting religious organizations, attempting to influence legislation or an election, or aide a partisan political organization, helping or hindering union activity, or aiding a business organized for profit
- Participate in all educational and service components of the program
- Complete assignments in a safe, timely and satisfactory manner
- Wear appropriate clothing or uniform when participating in service projects

### At no time may the member:

- Engage in any activity that is illegal under local, state or federal law
- Engage in activities that pose a significant safety risk to themselves or others, including aggressive behavior or fighting

# The member understands that the following acts will also constitute a violation of the Code of Conduct Policy:

- Unauthorized absences or tardiness
- Failure to follow directions
- Failure to adequately perform assigned service duties
- Theft or careless damage of Program or Service Site property
- Repeated use of inappropriate language (i.e. profanity) in the Program, including service sites
- Engaging in activity that may physically or emotionally damage other members or members of the community
- Insubordination and lying
- Possession, use, purchase, or transport of any firearm or weapon while a member is serving in any capacity as a representative of the ARI
- Possessing or using illegal drugs during the term of service
- Possession or use of alcohol while on any field assignment
- Failure to notify the Program of any criminal arrest or conviction that occurs during the term of service or prior to the term of service

# HARRASMENT AND SEXUAL HARRASMENT

ARI recognizes the dignity of its members and the right of members to serve in an environment that is free of intimidation and harassment. It is the policy of the AmeriCorps Program to provide an environment free from all harassment, including sexual harassment. The program will comply with all National Community Service Cooperation's prohibiting discriminatory harassment, such as those prohibiting discrimination on the basis of race or color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin, whistleblower activity, previous assertion of a claim, marital status and veteran status. Because such harassment seriously undermines the integrity of the workplace and adversely affects member morale, it is unacceptable and will not be tolerated. In addition, it is considered grounds for disciplinary action up to and including release from service.

Harassment refers to behavior that is personally offensive and interferes with the work effectiveness of the members. Examples of harassment related to race or color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin, whistleblower activity or previous assertion of a claim include the following, which may be a series of incidents or a single occurrence:

- Unwelcome sexual advances, gestures, comments, or contact;
- Threats;
- Offensive jokes;
- Subjecting employees to ridicule, slurs, or derogatory actions;
- Inequitable disciplinary actions and service assignments.

Further examples of sexual harassment include: behavior that is **verbal** and sexual in nature – such as comments about a person's looks, personal inquiries, sexual jokes, use of derogatory sexual stereotypes, uttering sexually suggestive sounds, writing sexual notes, **non-verbal sexual behavior**- such as looking someone up and down, staring or leering at someone's body, deliberate blocking of a person's path, displaying sexual visuals, making sexual gestures; or **physical** – such as pinching, grabbing, sexual assault or any physical contact of a sexual nature. Any participant or employee engaged in harassment is subject to disciplinary action including demotion, suspension, and/or dismissal. Staff, supervisors and members are subject to disciplinary action on reports of harassment, or if they retaliate against employees who report or file complaints of sexual harassment.

If a member believes that he or she has been subject to harassment from another member, a member of the site staff, a site supervisor, or a management representative, he/she/they should make it clear that such behavior is offensive. Further, we encourage and expect anyone subject to harassment (or anyone who believes another member has been subject to harassment) to report the matter to the ARI AmeriCorps Coordinator.

# **LBGQT+ POLICY**

ARI recognizes that transgender members may face additional challenges at the service site. Affirming our commitment to an inclusive environment, embracive of the diversity of our program, ARI and the service site will seek to ensure that members who are currently transitioning or who have already undergone gender transitions are treated in an equal and respectful manner. Transgender members are encouraged to dress consistently with their gender identity and should be addressed with the pronouns relevant to the gender with which they identify. Additionally, as ARI respects all members' right to privacy, transgender members shall not be subject to unwanted questions regarding their status, medical history, or sexual orientation.

ARI seeks to provide a supportive environment for LGBTQ members and service users by treating with respect those persons who are open about their sexual orientation or gender identity. ARI also recognizes that some people might not wish to share this information with other employees, members, service users, or others involved in the organization and is equally dedicated to respecting the confidentiality of those persons. Members and other individuals involved in the operations of the ARI program should not reveal sensitive information about an individual's sexual orientation or gender identity without that person's consent. Those in violation of these policies will be subject to disciplinary action.

# **EMPLOYEE DISPLACEMENT**

Programs may not permit a member to fill in for an absent employee. By law, members may not under any circumstances perform services, duties, or activities that have been assigned to another employee, or to an employee who has recently resigned or been discharged. Programs may not place a member in a way that will displace an employee or position or infringe on an employee's promotional opportunities.

# **DRUG FREE WORK PLACE POLICY**

Alcohol and drug use and abuse adversely affects health, may create dangerous situations, and serves to undermine the community's confidence in the ARI's AmeriCorps Programs. Therefore, ARI prohibits the possession or use of drugs or alcohol during service hours.

Those individuals who are found to be in violation of this policy are engaged in serious misconduct and subject to disciplinary action up to and including release from the program. All members will, as a condition of their enrollment, abide by the terms of this statement.

# **BACKGROUND CHECK POLICY**

AmeriCorps Programs must perform criminal background checks on all members/staff enrolled on or after Oct. 1, 2009, regardless of whether the member/staff has recurring access to vulnerable populations.

A criminal background check must be conducted in the member's/staff's residence state at the time of application to ARI AND the state in which ARI operates. Through our approved alternative search procedure an FBI fingerprint-based background check meets these two requirements. ARI will use Fieldprint to complete this requirement per an approved Alternate Search Procedure.

### **General Background Review**

- Member will sign that the application is true, correct and complete to the best of the applicant's knowledge.
- ARI may verify any information provided in the application process.
- References must be obtained before an offer is made.
- ARI may release information to authorized partners which may include, but are not limited to, information concerning past work, present work, attendance, evaluations, military service, criminal records, and any other personal record deemed necessary to verify the information provided in the application or during the selection process.
- ARI will safeguard against the release of all confidential information to unauthorized partners
- Supplying erroneous information or omitting pertinent information as part of the application process may be sufficient cause for release.

- Verification of identity and eligibility for service will be verified [Form I-9] when completing new member paperwork.
- This process covers AmeriCorps members serving on the grant as well as ARI staff members whose time is charged or matched to the grant. Clearance will be documented by ARI Program Coordinator.

### **Conducting the Background Checks**

- Criminal background checks shall be conducted on all members and staff.
- **Preferred Method:** Member/Staff will register with at Fieldprint.fieldprint.com with a code provided by ARI. They will use a "LiveScan" location to receive background check results as quickly as possible.
- Secondary Method: Member/Staff will register for Fieldprint, cards will be mailed to the member these cards must be used, you cannot use cards provided by any other source than Fieldprint.
- ARI will reimburse any costs incurred by member, please save receipts.
- ARI will possess returned checks in a locked file, staff will document the review of each check inside the member folder ARI Staff will sign and date a background check memo with the member's name on it that provides a process for accessing the checks for approved individuals.
- Member must be informed that their acceptance in to this position is contingent on the review of their background check.

### **Opportunity to Respond to Background Check**

• If a person is denied or released from a position with the ARI because of information obtained through a criminal background check, the person shall receive written notice of the reasons for denial and shall have an opportunity to respond to the reasons.

#### NSPOW

- A National Sex Offender Public Registry (NSOPW) check shall be completed on all members and staff before their term of service begins.
- Staff must clear and document each "hit" that occurs on the NSOPW search. If insufficient information exists on the initial report provided on the NSOPW to confirm each hit isn't the applicant, ARI staff must provide additional documentation in the member folder that verifies it is not the applicant.
- Staff will confirm the spelling on the member's name against their provided identification.

#### Fieldprint

• NSCHC must be returned to ARI on or before the members first day of service. ARI will use the date members scheduled their appointment with Fieldprint as documentation of initiation.

- ARI has an approved alternate search procedure which allows ARI to use Fieldprint to channel FBI background checks, because we do not have access to vulnerable populations and to increase the speed at which we can verify member's criminal history.
- Members must be notified that their position is contingent on the outcome of this check, whether they use the online or physical application process.
- You may schedule your fingerprints with Fieldprint in two ways. Please go to Fieldprint.FieldPrint.com to schedule your appointment. Use the code provided by ARI staff.
  - 1. "Live Scan" allows you to schedule a finger print session in which your prints will be collected digitally and transferred to Fieldprint. This process is preferred, but "Live Scan" sights are limited.
  - 2. If a "LiveScan" location isn't available, you will schedule an appointment with a local police department or other Fieldprint approved location through the Fieldprint website. *FIELDPRINT WILL MAIL YOU CARDS AND THEY MUST BE USED TO COMPLETE THE PROCESS*. This process is slower to initiate so please schedule your finger print time to allow for the cards to be delivered by mail.

# **PROHIBITED ACTIVITIES**

There are certain activities AmeriCorps Members and staff may not perform in the course of their duties, while charging time to the AmeriCorps program, or at the request of program staff. Furthermore, Members and staff may not engage in any conduct in a manner that would associate the national service program or the Corporation for National & Community Services (CNCS) with the prohibited activities. *These prohibited activities will be given to all members and site supervisors by the ARI Program Coordinator and must be displayed at all AmeriCorps site at all times while the site serves as a host site to the ARI AmeriCorps Program.* 

### Prohibited activities during service time include:

- 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 section501(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) Trafficking in persons – This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C 7104).

12) Fundraising (not more than 10% of member's time) AmeriCorps members may not:

i) Raise funds for living allowances or for an organization's general (as opposed to

project) operating expenses or endowment.

ii) Write a grant application to the corporation or to any other Federal agency.

13) Such other activities as the Corporation may prohibit.

AmeriCorps Members, like all private citizens, may participate in any of the above activities on their own time, at their own expense, and at their own initiative. Individuals should not wear the AmeriCorps or ARI logo while doing so.

# **DISCIPLINARY PROCEDURE**

For violating the stated rules, ARI AmeriCorps Coordinator will do the following:

- First offense, an appropriate ARI official will issue a verbal warning
- Second offense, an appropriate ARI official will issue a written warning and reprimand to the member
- Third offense, the member may be suspended without compensation
- Fourth offense, ARI may release the member for cause

ARI reserves the right to release the member/staff for cause if, in the opinion of the Program Director, his/her/they conduct undermines the effectiveness of the Program or the project to which he/she/they is assigned.

ARI may release the member for cause if, in the opinion of the ARI Program Coordinator, he/she/them repeatedly or periodically demonstrates inappropriate behavior by engaging in a pattern of misconduct.

However, the above disciplinary procedure will NOT be followed if the infraction is serious enough to warrant a different process. The member understands that he/she/them will be

either suspended or released for cause for committing certain acts during the term of service such as being convicted or charged with a violent felony; possession, use, sale or distribution of a controlled substance during a term of service; and possession or use of alcohol during a session of service.

### **Release from Term of Service**

- 1) The member understands that he/she/them may be released for the following two reasons:
  - i) For cause, as explained in paragraph 2) of this section; or
- ii) For compelling personal circumstances as defined in paragraph 3) of this section.
- 2) The Program will release for cause for the following reasons:

i) The member has dropped out of the Program without obtaining a release for compelling personal circumstances from the appropriate Program official;

ii) During the term of service, the member has been convicted of a violent felony or the sale or distribution of a controlled substance;

iii) The member has committed a fourth offense in accordance with the ARI disciplinary procedures; or

iv) Any other serious breach that in the judgment of the Director would undermine the effectiveness of the Program.

3) The Program may release or suspend the member from the term of service, due to compelling personal circumstances if:

i) The member has a serious injury or illness that makes completing the term impossible.
ii) There is a serious injury or illness or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member;

iii) The member is drafted by the Armed Services of the United States; or

iv) Some other serious circumstance occurs that makes it impossible or very difficult for the member to complete the term of service and the Program deems that circumstance to be compelling.

v) In order to receive a partial Education Award based on compelling personal circumstances, third party verification is required.

4) The Program will suspend the member's term of service for the following reasons:

i) 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/they term of service. The member will not receive back living allowances or credit for any service hours missed.)

ii) The member has been charged with a first offense of possession of a controlled substance. (If the member demonstrates enrollment in an approved drug rehabilitation program, the member may, at the discretion of the Program be allowed to resume the term of service. The member will not receive back living allowances or credit for any service hours missed.)

5) The Program may suspend the member's term of service for violating the Code of Conduct set forth in this handbook.

6) If the member discontinues his/her/they term of service for any reason other than a release for compelling personal circumstances, the member will cease to receive benefits and will not receive the education award.

7) If the member discontinues his/her/their term of service due to compelling personal circumstances as described in paragraph (3) above, the member will cease to receive benefits. If, however, the member has completed at least 15% of the required service hours, the member may be eligible to receive a pro-rated portion of the education award.

# **GRIEVANCE PROCEDURES**

This grievance procedure is available to all members, service sites, labor organizations, and other interested individuals concerning the ARI AmeriCorps Program. Issues about which a party may file a grievance are not limited. However, this grievance procedure is intended to apply to service-related issues such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of members, and displacement of employees, or duplication of activities by AmeriCorps members. If the grievance alleges fraud or other criminal activity, it should be brought to the immediate attention of the CNCS Inspector General.

Grievances arising in the conduct of the ARI AmeriCorps State program fall into three categories but will use the same grievance procedure set forth in the following section:

- 1) grievances between the Program and its AmeriCorps Members;
- 2) grievances between the Program and the public at large; and
- 3) grievances between service sites and the Members placed with them.

### Alternate Dispute Resolution [Informal Process]

(1) The aggrieved party may seek resolution by first going through an informal process of mediation or facilitation. In order to use this process, the proceedings must be initiated within forty-five (45) calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the filing party must be advised in writing of their right to file a formal grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the filing party will agree to forego filing a formal grievance in the matter under consideration.

(2) The mediation process must be abided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceedings must be confidential.

(3) If the matter is not resolved within thirty (30) calendar days from the date the informal process began, the neutral party must again inform the aggrieving party of their right to file a

formal grievance. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process. In addition, no communication proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral part is advisory and is not binding unless both parties agree.

# Grievances Procedure ARI AmeriCorps Program, Service Sites, and/or Members [Formal Process]

# (1) Time Limits

a. Except for a grievance that alleges fraud or criminal activity, a formal grievance must be made no later than one (1) year after the date of the alleged occurrence. If a hearing is held on a grievance, it will be conducted no later than thirty (30) calendar days after the initial filing of the grievance. An initial resolution on any such grievance must be made no later than sixty (60) calendar days after the filing of the grievance.

# (2) Initial Filing

a. ARI AmeriCorps members wishing to file a complaint about the activities of the ARI AmeriCorps Program or its personnel must submit a written statement of the grievance to the Service Site. The Service Site will apply the same procedure for handling grievances as with other Service Site employees and volunteers.

b. A Service Site that has a grievance against its AmeriCorps member will handle disciplinary problems in the same manner as with any employee, documenting each issue and disciplinary action. While problems should first be handled internally, Site supervisors are expected to inform the ARI Program Coordinator of any issues affecting the member's performance and steps being taken to resolve the issues.

c. Other parties wishing to file a complaint with the Program, Service Site, or Member may do so by submitting a written statement of the grievance to the Service Site.

# (3) ARI Appeal

If the Service Site's resolution is not satisfactory to the filing party, or if the Service Site fails to respond to the filing party, they may submit the complaint in writing to the ARI AmeriCorps Program Coordinator, at katherine@actionresources.ngo or P.O. Box 536, Laramie, ARI 82073. Once the complaint has been received by the ARI AmeriCorps Program Coordinator under the supervision and approval of the ARI CEO, the following procedure will be followed: a. The ARI AmeriCorps Program Coordinator will discuss the written complaint with ARI's CEO. A written resolution will be sent to the filing party. If the filing party does not find satisfaction with this resolution, they may request a hearing with the ARI Board of Directors. A written statement of the grievance, the steps taken to resolve it, and a summary of advice given thus far will be sent to the Executive Board of the ARI Board of Directors.

b. After interviews with the filing party, ARI Board of Directors shall make a decision within twenty (20) days. If the filing party is not satisfied with the resolution of ARI Board of Directors, she/he/they may make a written request for a hearing by the ARI Executive Board.

c. The ARI Executive Board will review all information surrounding the grievance and generate a recommendation to the ARI Board of Directors.

d. The Board will instruct the President of the Board to notify the filing party in writing of its final resolution.

# (4) Arbitration

a. If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.

b. If the parties cannot agree on an arbitrator within fifteen (15) calendar days after receiving a request from one of the grievance parties, the CNCS Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators.

c. An arbitration proceeding must be held no later than forty-five (45) calendar days after the request for arbitration, or, if the arbitrator is appointed by the CNCS CEO, the proceeding must occur no later than thirty (30) calendar days after the date of the arbitration proceeding begins. d. The cost of the arbitration proceeding will be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local application that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

e. A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in the controversy or the parties' citizenship.

# ARI AMERICORPS MEMBER RIGHTS AND RESPONSIBILITIES

- Members serving between 1700 and 450 hours receive a monthly living allowance.
- Members who fail to submit timesheets will face suspension that may result in a loss of the member's living allowance.
- Members are expected to comply by the work schedule established by the host organization and ARI. Unexcused absences or lateness will result in disciplinary action, which may lead to suspension or release.
- Members are required to successfully complete the entire term of service in order to earn the education award. These hours are only a minimum number of hours, and should in no way be considered anything but a minimum.
- If for any reason a member must end his/her/their term of service before the agreedupon end date, he/she/they must inform Program Staff as soon as possible.
- Members are expected to participate in all program activities, including meetings, and all corps service days. Members are expected to be physically present and mentally ready to begin at designated times.
- Members are expected to be respectful and considerate of each other at all times.
- Members must respect religious customs.

- Members are encouraged to register and vote. Members who are unable to vote before or after service hours may request to vote during service hours.
- Members are allowed to serve on a jury. While serving as jurors, members will continue to receive all benefits and earn credit for their normal service hours.
- Members serving in the Armed Forces Reserves should seek to fulfill their two-week
  active duty requirement when it will not disrupt their ARI service. If the dates of active
  duty are inflexible, members will be granted leave for the two-week period. Members
  will continue to receive all benefits and earn credit for their normal service hours.
  Members may not receive time off for additional Reserves-related service beyond the
  two-week active duty service. No service credit is received for the once-a-month
  weekend service in the Reserves.
- Members, when not engaged in officially sanctioned program activities, are not under the supervision of ARI or the host site nor are the ARI or the host site responsible or liable for a member's personal actions or safety.
- Members must wear appropriate clothing or uniform when participating in scheduled or service hours. Clothing should be neat and language appropriate. Clothing must include AmeriCorps branding.

# **REQUIRED MEMBER FORMS**

# **MEMBER CONTRACT**

This is your agreement contract to participate with the ARI AmeirCorps Program.

# **POSITION DESCRIPTION**

This is simply a description of the duties you are expected to complete during the term of service. This is by no means a comprehensive report and is subject to change during the term of service.

### **PUBLICITY RELEASE**

This form allows us to use pictures of you and your site for promotional materials and other related uses.

# DECLARATION OF HIGH SCHOOL DIPLOMA OR EQUIVALENCLY CERTIFICATE

Due to the nature of an AmeriCorps program at the level we are, we need you to verify that you have a high school diploma or an equivalent certificate, such as a GED.

### **MID-TERM AND EXIT EVALUATIONS**

Members are required to complete a mid-term and exit evaluation with the ARI Program Coordinator to make sure minimum hours are on track to be completed by the end of their service term.

# **COVID19 AGREEMENTS**

Members are required to sign off on a COVID19 agreement before they begin working on site. This agreement may need to be changed or additional COVID19 agreements may be required as the pandemic continues.