



## TerraCorps 2019-2020 Member Contract

### I. PURPOSE

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 TerraCorps (hereinafter referred to as the Program or TerraCorps), and the performing of service with \_\_\_\_\_ (hereinafter referred to as the "Service Partner(s)" or the "Service Site(s)").

### II. MINIMUM QUALIFICATIONS

The Member certifies and will provide documentation at the program start that they:

- are a United States citizen, a United States national, a lawful permanent resident alien of the US; and/or tribal member;
- are at least 18 years of age at the start of the program;
- authorize TerraCorps to conduct sex offender, FBI, and criminal background checks and understands that they must satisfactorily pass these checks;
- meet the qualifications established by the program as per the position description (Read Attachment I: Position Description)

The Member understands that enrollment in the Program is also contingent upon having a high school diploma or its equivalent, or upon agreement to obtain a high school diploma or its equivalent prior to using the education award. Confirm your status by initialing one of the following:

\_\_\_\_\_ Yes, I have received my high school diploma or equivalent. **Date of receipt** \_\_\_\_\_

\_\_\_\_\_ No, I have not yet received my high school diploma or equivalent, but I will work towards attaining a high school diploma or equivalent to be eligible to use the Education Award.

The Member understands that enrollment in the Program is also contingent upon consent for publicity as follows:

I hereby consent that any narratives, film, photographs, videotape, or sound recordings of my service activities may be used by the AmeriCorps program, including TerraCorps and its Service Partners, Massachusetts Service Alliance, National and Community Service Board, or any other AmeriCorps programs in the state. I understand material will be used to publicize AmeriCorps, Massachusetts Service Alliance, or TerraCorps events, programs, and service activities, or in any other ways the above mentioned may see fit.

Yes, I have read the foregoing release and authorization and agree to the contents thereof.  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_)

The Member understands enrollment in the Program is also contingent upon providing the following:

- Return of signed copies of the following forms:

- Completed W-4, M-4, and I-9 Forms
- National Service Trust Enrollment Form (Completed in My AmeriCorps)
- Health care Sign up or Waiver
- Child care Sign up or Waiver

### III. TERMS OF SERVICE

- A. The Member's term of service begins on December 9, 2020 and ends on July 24, 2020. The Program and the Member may agree, in writing, to extend this term of service for the following **two** reasons:
1. The Member's service started after the official Program date.
  2. The Member's service has been suspended due to compelling personal circumstances.
  3. The Member's service has been terminated, but a grievance procedure has resulted in reinstatement.
- B. The Member will complete a minimum of 1200 hours of service during this period.
- C. Of the 1200 hours, a maximum of 20% (240 hours) may be training, education, or other similar approved activities, and a maximum of 10% (120 hours) may be approved fundraising activities.
- D. The Member will serve on average 38 hours per week (this average accounts for 10 days of non-service time). Weekly schedules are flexible and may include evening and weekend hours.
- E. During the Member's term of service, they are allowed to follow their Service Site's policies for scheduled holidays and are not expected to serve when the site is closed but will not receive credit for these unserved hours. In addition to these holidays, members may request up to 5 personal days to use for illnesses, bereavement, vacation, academic or career visits/interviews, etc. Holidays and personal days do not count towards the 1200 hours of service. Members are responsible for pacing their service and tracking their cumulative hours to meet their 1200-hour requirement within the service year (Read Attachment II.A. Program Policies and Procedures - Holidays and Leave).
- F. The Member understands that to successfully complete the terms 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:
1. attend Member orientation (or a make-up orientation for late placements)
  2. complete required service hours;
  3. serve the entire duration of the 8-month term, even if all other requirements, including the 1,200 service hours, are completed prior to the end of term;
  4. attend all mandatory AmeriCorps events (MLK Day of Service);
  5. attend all mandatory TerraCorps trainings (or make up missed trainings);
  6. complete training by the Service Site that relates to the Member's ability to perform their service activities;
- G. The Member understands that to be eligible to serve for an additional term of service with AmeriCorps programs the Member must receive satisfactory performance reviews for any previous term of service. Eligibility for a second term of service includes consideration of a mid-term and end-of-term evaluation of the Member's performance focusing on factors such as whether the Member has:
1. completed at least 1,200 hours of documented service;

2. satisfactorily completed assignments, tasks, or projects for the Service Partner;
  3. completed all required AmeriCorps documentation;
  4. adhered to the Program Code of Conduct; and
  5. met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.
- H. The Member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.
- I. Additional Requirements for TerraCorps Members include:
1. maintain and submit accurate timesheets every two weeks;
  2. during the first month of service, collaborate with the Service Site Supervisor to develop a service plan that provides at least 1200 hours of service and meets the position objectives;
  3. prepare and submit monthly reports and logs tracking the Member's progress made towards position objectives;
  4. complete mid- and end-of-term Member performance evaluations with the Site Supervisor;
  5. write and submit two "Great Stories" (Great Stories are 300 – 600 word essays, reflecting on highlights from the Member's service experience. These stories and images will be used in reports to MSA, and for general program publicity. The first story will be due in March, and the second in July.);
  6. submit with each monthly report scanned copies of printed articles, newsletters, news clippings, up to ten digital images (photos), and other promotional materials featuring the Member's service. Photos should illustrate Corps Members engaged in service and must be accompanied by a release form signed by the photo subject, or if the photo subject is a minor, by the parent or guardian of the photo subject. This information may be used by TerraCorps and by the Massachusetts Service Alliance in their newsletters, web sites, or other promotional materials;
  7. complete Program Assessments twice a year (in February and July); and
  8. represent oneself as an AmeriCorps and TerraCorps Member during all service hours.

#### IV. BENEFITS

- A. The Member will receive the following benefits for participation in TerraCorps:
1. **Taxable living allowance:** up to \$10,341.61 before taxes for the service year. The living allowance is:
    - a. not a wage;
    - b. designed to help Members meet the necessary living expenses incurred while participating in the AmeriCorps Program;
    - c. dispersed by TerraCorps every two weeks in equal installments by direct deposit or check;
    - d. not issued on an hourly basis and will not fluctuate based on the number of hours Members serve in each time period, however, Members must serve at least 2 hours in a pay period to receive their stipend;
    - e. taxable, and taxes will be deducted directly from the living allowance. Taxes will be state and federal withholding and FICA (social security).
    - f. If the Member is called for jury duty, they will continue to accrue normal service hours and receive the living stipend.
  2. **Health Care Benefits:** AmeriCorps members are required to have health insurance while serving. TerraCorps will assist Members with enrollment through the Health Insurance Marketplace ([healthcare.gov](http://healthcare.gov)) if they do not already have insurance. Most Members will be able to get free or reduced-cost insurance through [healthcare.gov](http://healthcare.gov); however, if there is a cost, TerraCorps may be able to reimburse you for some or all of that cost. Contact staff for more information. If a Member does not have health insurance or is unable to get

health insurance through healthcare.gov, TerraCorps will provide the standard AmeriCorps Member health insurance plan as provided by The Corps Network. TerraCorps pays for the monthly premium. The Member is responsible for any fees or costs associated with use of the health care insurance. Any costs not covered by The Corps Network Plan are not the responsibility of TerraCorps. If a Member wishes to decline health insurance, they must submit a form to decline health insurance and demonstrate proof of other health insurance coverage.

3. **Child Care Allowance:** If the Member qualifies, a child care allowance will be provided by the National Association of Child Care Resources and Referral Agencies (NACCRRA) directly to the Member's child care provider. Members requesting child care assistance must notify TerraCorps staff and submit a written request to be processed. Members are not eligible to receive child care through AmeriCorps while they are receiving other child care subsidies. Questions and problems with coverage should be directed to Beth McGuinness, Director of Programs, Massachusetts Service Alliance, 617-542-2544 x217, [BMcGuinness@mass-service.org](mailto:BMcGuinness@mass-service.org).
4. **Loan Forbearance and Interest Accrual Payment:** The Member is eligible to have the repayment of certain qualified federal student loans postponed during their term of service. Member must request forbearance from their loan holders. The National Service Trust does not grant forbearances; the loan holders do. Members whose loans are in current default are not eligible for this benefit. 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 (depending on the type of service (full or part-time) and the length of the service period).
5. Ongoing professional development trainings and networking opportunities during the year.

All Member benefits above (living stipends, health care, child care, and loan forbearance) are provided only while the Member is engaged in service. Should a Member cease service, the benefits also cease, even when the Member has completed the 1200 hours of service.

6. **Education Award:** Upon successful completion of the full term of service, the Member will receive an Education Award in the amount of \$4,266.50 (pre-tax) from the National Service Trust. The following conditions also apply:
  - a. Prior to using the Education Award, the Member agrees (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) to obtain a high school diploma or its equivalent. 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.
  - b. The Member must use the Education Award within seven (7) years after the completion of the term of service.
  - c. The Member understands that their 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.
  - d. Pro-Rated Education Award. The Member may be eligible for a pro-rated Education Award only if the Member is released due to compelling circumstances and has completed at least 15% of their total 1200 hours of service. If the Member is released

without a compelling reason, the Member will receive no portion of the Education Award.

- e. The Education Award is subject to federal tax in the year(s) each payment is made.

## V. CODE OF CONDUCT

A. The Member is expected at all times while serving as an AmeriCorps Member, to:

1. Demonstrate mutual respect toward others.
2. Follow all policies and procedures of AmeriCorps, TerraCorps, and their Service Site.
3. Direct concerns, problems, and suggestions to their Service Site Supervisor.

B. **Prohibited Activities:** At no time may Members engage in the following prohibited activities during their service:

1. Engage in any activity that is illegal under local, state, or federal law.
2. Engage in activities that pose a significant safety risk to others.
3. Engage in fundraising and grant writing activities that do not comply with AmeriCorps policy (Read Attachment II.B. Program Policies and Procedures - Fundraising Policy)
4. Engage in any AmeriCorps-prohibited activities that include:
  - Attempting to influence legislation or the outcome of an election to any public office, or to aid a partisan political organization;
  - Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
  - Conducting a voter registration drive or using Corporation for National and Community Service (CNCS) funds to conduct a voter registration drive;
  - Organizing or engaging in protests, petitions, boycotts, or strikes;
  - Assisting, promoting, or deterring union organizing;
  - Impairing existing contracts for services or collective bargaining agreements;
  - 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; engaging in any form of religious proselytization;
  - Providing abortion services or referrals for receipt of such services; and
  - Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a religious organization, or a nonprofit that engages in lobbying.

In addition, AmeriCorps Members may not engage in the above prohibited activities indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of these activities.

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 the AmeriCorps or other Program logos while doing so.

C. The Member understands that the following acts also constitute a **violation of the Program's rules of conduct**:

1. Unauthorized tardiness;
2. Unauthorized absences;
3. Repeated use of inappropriate language (i.e., profanity) at a Service Site;
4. Engaging in any activity that may physically or emotionally damage other Members of the program or people in the community;
5. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service;
6. Consuming alcoholic beverages during the performance of service activities;
7. Being under the influence of alcohol or any illegal drugs during the performance of service activities;
8. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service;
9. Failure to comply with AmeriCorps rules for providing a Drug Free Workplace (Read Attachment II.C: Programs and Policies- Drug Free Workplace Policy);

D. Violating the above stated rules in section V of this agreement, and failing to meet the standards of behaviors and service as expressed by the Member's Service Site, the Member understands that they may be suspended or released for cause. The Member will be notified of their inability to meet these rules in the following ways:

1. For the Member's first offense, an appropriate program official will issue a verbal warning to the Member.
2. For the Member's second offense, an appropriate program official will issue a written warning and reprimand the Member.
3. For the Member's third offense, the Member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
4. For the fourth offense, the Program may release the Member for cause.

E. 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, may result in the Member being either suspended\* or released for cause in accordance with

paragraphs (A), (B), (C), and (D) of section V of this agreement.

\*Suspension of service is defined as an extended period during which the Member is not serving, accumulating hours, or receiving AmeriCorps benefits.

## VI. RELEASE FROM TERM OF SERVICE

A. The Member understands that they may be released for one of two reasons:

1. For cause, as explained in paragraph (B) of this section.
2. For compelling personal circumstances as defined in paragraph (C) of this section.

B. **Release for Cause** covers all circumstances in which a Member does not successfully complete their term of service for reasons other than compelling personal circumstance. The Program will release the Member for cause for the following reasons:

1. The Member has dropped out of the program without obtaining a release for compelling personal circumstances from an 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 (C) of section V of this agreement; or
4. The Member has committed another serious breach that, in the judgment of the TerraCorps staff, would undermine the effectiveness of the Program.

C. **Release for Compelling Personal Circumstances:** The Program may release the Member from the term of service due to compelling personal circumstances if the Member demonstrates that:

1. The Member has a serious injury or 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.
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, and the program deems the circumstance to be compelling.

Reasons for leaving the program which do not qualify as compelling personal circumstances:

1. To enroll in school;
2. To obtain employment, other than moving from welfare to work; or
3. Because of dissatisfaction with the Program

D. The Program can suspend the Member's term of service for the following reasons:

1. **For Cause:** 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 service, but they will not receive living allowances or credit for any service hours missed.)

2. **For Cause:** 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 they have enrolled in an approved drug rehabilitation program, the Member may resume their term of service. The Member will not receive living allowances or credit for any service hours missed.)
  3. **For Compelling Personal Circumstances:** During the term of service, as an alternative to releasing a Member, the Program may, after determining that compelling personal circumstances exist, suspend the Member's term of service for up to two years to allow the Member to complete service with the Program later.
- E. The Program may suspend the Member's term of service for violating the rule of conduct provisions in accordance with the program rules set forth in paragraph (C) of section V of this agreement.
- F. If the Member discontinues their term of service for any reason other than a release for compelling personal circumstances, as described in paragraphs (B), (D), and (E) of this section, the Member will cease to receive the benefits described in paragraph (A) of section IV and will receive no portion of the Education Award or interest payments.
- G. If the Member discontinues their term of service due to compelling personal circumstances as described in paragraph (C) of this section, the Member will cease to receive benefits described in Section IV. paragraph A.4 and A.5.
- H. If you are on the TerraCorps-sponsored health insurance plan, TerraCorps will submit a cancellation notice, and your plan will end on the last day of your exit month. If you take advantage of the child care benefits, TerraCorps will notify [americorpschildcare@gapsi.com](mailto:americorpschildcare@gapsi.com), and your benefits will end on your last day of service.

## VII. GRIEVANCE PROCEDURES

- A. The Member understands that AmeriCorps has a grievance procedure to resolve disputes concerning the Member's suspension, dismissal, service evaluation, or proposed service assignment. (Read Attachment II.G. Programs and Policies – Grievance Procedures)  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_)
- B. The Member understands that, as a participant of the program, they may file a grievance in accordance with the program's grievance procedure which is set forth in this document as Attachment II.G: Programs and Policies.  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_)

## VIII. MEMBER EXPECTATIONS

- A. As a Member of TerraCorps, the Member has read the Program's description of their position (Attachment I) and understands that they will serve in accordance with this description of their position responsibilities and essential qualifications.  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_)
- B. In addition, the Member has read the following program policies and procedures described in Attachment II and understands that they will serve in accordance with these policies:
1. The TerraCorps Holiday and Leave Policy (Attachment II.A)



- (Initial \_\_\_\_\_ and Date \_\_\_\_\_ )
2. AmeriCorps Fundraising Policy (Attachment II.B)  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_ )
  3. AmeriCorps Drug Free Workplace Policy (Attachment II.C)  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_ )
  4. AmeriCorps Reasonable Accommodations Policy (Attachment II.D)  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_ )
  5. Nondiscrimination Policy (Attachment II.E)  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_ )
  6. AmeriCorps Sexual Harassment Policy (Attachment II.F)  
(Initial \_\_\_\_\_ and Date \_\_\_\_\_ )

C. In addition, the Member agrees to (please initial):

1. \_\_\_\_\_ Track and submit service hours every two weeks for confirmation by the Site Supervisor and TerraCorps staff.
2. \_\_\_\_\_ Log and report service accomplishments monthly.
3. \_\_\_\_\_ Meet with their Site Supervisor at least one hour per week.
4. \_\_\_\_\_ Attend all mandatory scheduled TerraCorps training and AmeriCorps service events (or make up missed events).
5. \_\_\_\_\_ Ensure their service plan will provide at least 1200 hours of full-time service, and collaborate with supervisor to develop the service plan during the first month of service.
6. \_\_\_\_\_ Inform TerraCorps staff if any significant changes are made to their service plan.
7. \_\_\_\_\_ Abide by all policies and procedures of the Program and Service Site.

## IX. AMENDMENTS TO THIS AGREEMENT

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

## X. AUTHORIZATION

The Member, TerraCorps Service Site, and TerraCorps Program hereby acknowledge by their signatures that they have read, understood, and agreed to all terms and conditions of this Contract, including the attachments. This Contract enters effect on December 9th, 2019.

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Name  
Service Partner:

\_\_\_\_\_  
Signature of Site Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mackenzie Sains  
TerraCorps Director- Massachusetts Program

\_\_\_\_\_  
Date

**Attachments:**

- I. Position Description
- II. Program Policies and Procedures

**TerraCorps Member Contract Attachment I: Position Description**



## TerraCorps - Program Policies and Procedures

### II.A Holidays and Leave Policy

1. The Member will maintain weekly attendance at their Service Site unless their Site Supervisor and TerraCorps approve a request for personal days off.
2. As long as a Member stay on track to complete their 1,200-hour requirement by the end of the term, a Member may request up to 10 personal days off over the term for reasons such as illnesses, doctor's appointments, child care emergencies, vacation, career visits/interviews, bereavement, and/or holidays.
3. Personal days should be taken in 4 or 8 hour increments.
4. Members may take off holidays scheduled by their Service Site. Organizational holidays usually include New Year's Day; President's Day, Memorial Day, Independence Day, and Christmas. **Martin Luther King Day is a mandatory service day, with AmeriCorps Members** developing special community service activities or joining service activities organized by other community groups or AmeriCorps programs. Members may take floating holidays in place of MLK Day and Veteran's Day.
5. Time taken off for holidays and approved personal days do not count towards the Member's 1200 hours of service.
6. The Member will receive the living allowance for personal days taken during the term.
7. **A request for one to five consecutive personal days must be reviewed and approved by the Member's Site Supervisor.**
8. **A request for six or more consecutive personal days must be reviewed and approved by both the Member's Site Supervisor and TerraCorps staff** (Request for Time Away forms are provided in the Program Resource Section on the TerraCorps website).
9. The Member's Site Supervisor must receive requests for personal days off at least one week prior to the date of a proposed absence
10. In cases of illness or an emergency, the Member must notify their Site Supervisor of the unexpected absence.
11. If a sickness causes a lengthy absence (more than 10 days), the Member's needed time off will be discussed with the Site Supervisor and TerraCorps staff on an individual basis. Documentation of sickness or injury will be required and an action plan for making up the hours created. TerraCorps staff will make a determination as to whether or not a particular

situation qualifies as a compelling personal circumstance and advise the Member accordingly.

12. Jury Duty: If selected for jury duty, the Member will notify TerraCorps staff and Site Supervisor of the jury duty dates and the Program and Service Sites will accommodate the Member during the process. During time Members serve as jurors, they receive credit for their normal service hours, a living allowance, and health insurance coverage regardless of any incidental expense reimbursements the court provides.
13. The Member is responsible for making up any missed service hours.

## II.B. Fundraising Policy

TerraCorps–AmeriCorps Members are subject to the same rules on fundraising as Members in all AmeriCorps State or National programs. These rules are set forth in the grant provisions:

*A Member's service activities may not include organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests and similar activities designed for the sole purpose of raising capital or obtaining contributions for the organization.*

*Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent that they are in direct and immediate support of an approved objective of the program and provided that they are not the program's primary activity and do not involve significant amounts of an individual Member's time.*

*Prohibited activities for Members include preparing grant proposals and performing other fundraising activities to help Grantee achieve its matching requirements or to support an organization's general operating expenses, and providing fundraising assistance to other community-based organizations that do not provide immediate and direct support to a Grantee's approved Program objective.*

To clarify, AmeriCorps TerraCorps Members may raise funds directly related to service activities that meet local, environmental, educational, public safety, homeland security or other human needs.

Examples of fundraising activities Members **may** perform include, but are not limited to:

1. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
2. Securing supplies and equipment from the community to enable volunteers to complete a service project;
3. Seeking a donation from alumni of the program for specific service projects being performed by current Members.

A Member's service activities may **not** include the following:

1. Raising funds to cover their living allowance;
2. Raising funds for an organization's operating expenses or endowment;
3. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service;
4. Writing grant applications for funding provided by any other federal agencies.

**Members may spend no more than 10% of their total service hours on fundraising; and must indicate on their timesheet how much time is spent on fundraising activities.**

## **II.C. Drug/Alcohol Policy – Drug Free Workplace**

It is the policy of AmeriCorps and TerraCorps Service Partners to maintain a professional environment that is free from the effects of drug and alcohol abuse. All Members are prohibited from the use, sale, dispensing, distribution, possession, or manufacture of controlled substances\*, and from abusing alcohol. Drug use and alcohol abuse in the workplace reduces effective job performance, increases absenteeism, and endangers safety.

All Members placed through TerraCorps will also be subject to enforcement of any drug policies established at their Service Site. It is the responsibility of the Member to make sure they read and understand any existing policy at their individual Service Site.

Any Member who violates this policy is engaged in serious misconduct and will be subject to disciplinary action, which may include suspension, dismissal, or other appropriate personnel action. The individual may also be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program.

In addition, it is the responsibility of the Site Supervisor to counsel a Member whenever he/she sees changes in performance or behavior that suggest a Member has a drug problem. Although it is not the supervisor's job to diagnose personal problems, they should encourage such Members to seek help and advise them about the available resources for getting help.

Members will be assisted in seeking treatment. Members who seek referrals to local rehabilitation and counseling programs should contact the TerraCorps Director-Massachusetts Program at 978-364-9770.

As a condition of service, and continued service, all Members must abide by this Drug-Free Workplace Policy and must notify the program of any criminal drug statute charge, arrest, or conviction occurring in the workplace no later than five days after such charge, arrest, or conviction. Notices should be sent to the Massachusetts Program Director

Mackenzie Sains, TerraCorps Director- Massachusetts Program  
msains@terra Corps.org  
TerraCorps, 116 John Street, Ste 405, Lowell, MA 01852

\* The term "controlled substance" refers to all illegal drugs used without a physician's order. It does not prohibit taking prescribed medication under the direction of a physician.

## **II.D. Reasonable Accommodation Policy**

1. AmeriCorps encourages individuals with disabilities to participate as national service providers through the AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. Under Federal law, any program receiving Federal funds is required to comply with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.
2. No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs, or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term "disability" means, with respect to an

individual, a physical or mental impairment that substantially limits one or more of the individuals major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

3. A "qualified individual with a disability" is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.
4. TerraCorps shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an "undue hardship". A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials or policies; etc. Members requesting reasonable accommodations must contact TerraCorps staff.

#### **II.E. Nondiscrimination Policy and Public Notice**

A person, including a Member, a service recipient, or program staff, may not, on the grounds of race, color, creed, religion, national origin, age gender, gender identification, gender expression, sexual orientation, marital status, political affiliation, religion or the presence of any sensory, mental, or physical disabilities be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance.

It is also unlawful to retaliate against any person who, or organization that, files a complaint against such discrimination.

This prohibition against discrimination includes but is not limited to:

1. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
2. Providing an opportunity which is different or provided differently;
3. Denying an opportunity to participate as a Member of a planning or advisory body integral to the program;
4. Segregating or subjecting a person to separate treatment;
5. Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
6. Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
7. Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
8. Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;
9. Treating a person differently in determining admission, enrollment, quota, eligibility, Membership or other requirements;
10. Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to

- discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
11. Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
  12. Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
  13. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

The TerraCorps program will comply with all applicable state and federal nondiscrimination rules and regulations. Inquiries regarding the compliance and/or grievance procedures may be directed to the Massachusetts Service Alliance Director of Programs:

Beth McGuinness, Director of Programs  
Massachusetts Service Alliance  
100 North Washington Street  
3rd Floor Boston, MA 02114  
(617) 542-2544, ext. 217 [bmcguinness@mass-service.org](mailto:bmcguinness@mass-service.org)

#### **II.F. Sexual Harassment Policy**

Sexual harassment is a violation of the 1964 Civil Rights Act and is a form of misconduct that undermines the integrity of the professional relationship. Any form of sexual harassment will not be condoned or tolerated by TerraCorps and will be met with disciplinary action.

Sexual harassment involves unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal, physical or graphic conduct of a sexual nature when:

1. submission is explicitly or implicitly a term or condition of employment or service;
2. submission or rejection is a basis for work or service decisions (training, promotion, assignments, etc.); or
3. such conduct has the purpose or the effect of interfering with work or service performance or creating an intimidating, hostile, or offensive work or service environment.

Members who are involved in the sexual harassment of other Members or of Service Site staff will be subject to disciplinary action. All Members and staff are responsible for receiving informal complaints and reports of sexual harassment and informing supervising staff of the complaint or report so that it can be investigated and resolved. Supervising staff will be responsible for notifying TerraCorps staff in writing of informal and written complaints.

Retaliation against any person who makes, or is a witness in, a sexual harassment complaint is prohibited and will result in appropriate discipline. It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

In addition to TerraCorps' sexual harassment policy, each TerraCorps partner site is required to have a board-adopted sexual harassment policy and provide it to their member(s) during the first week of service.

#### **II.G. Standard AmeriCorps Grievance Procedure and Policy**

**Purpose**

In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the AmeriCorps program to deal with grievances from participants, labor organizations, and other interested individuals. In general, disputes must pertain to service related issues such as a proposed service assignment or a mid-term or end of term evaluation; or a Member's suspension or dismissal. A dispute also may concern an applicant protesting the reason they were not selected as an AmeriCorps Member; or a labor union's claim that a Member is displacing its union Members.

All AmeriCorps Members must file complaints in accordance with the following procedures set forth below:

**Pre-Complaint Process**

In general, all aggrieved parties such as Members, applicants, or any other interested parties should attempt to resolve any problems or disputes with the other party on a one-to-one basis.

The issues should be clearly stated and understood by both parties. If this process does not resolve the matter, the aggrieved party may request that the program provide an Alternative Dispute Resolution process (ADR) such as mediation or facilitation to resolve the dispute. The program may provide this alternative dispute process to the aggrieved party. ADR proceedings must be initiated within 45 calendar days from the date of the alleged occurrence.

At the initial session of the dispute resolution proceedings, the party must be advised in writing of their right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration. If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided 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 proceeding must be confidential.

If an ADR is used and the matter is not resolved within 30 calendar days from the date the dispute resolution process began, the neutral party mediating or facilitating the process must again notify the aggrieved party of their right to file a formal complaint. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process. In addition, no communications or proceedings of the information dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and not binding unless both parties agree.

**Formal Complaint Process**

A Member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The Member should make a written request for a hearing to TerraCorps staff. When a grievance is initiated the Massachusetts Service Alliance (MSA) will be notified. At any time throughout the process, a Member may contact MSA:

Beth McGuinness, Director of Programs

Massachusetts Service Alliance, 100 North Washington Street, 3rd Floor Boston, MA 02114  
(617) 542-2544, x217, [bmcquinness@mass-service.org](mailto:bmcquinness@mass-service.org)



Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. It is preferred that they be filed no later than 60 days after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.

An impartial third party, to be identified, will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

Allegations of fraud or criminal activity must be reported immediately to the Corporation for National and Community Service's Inspector General. If the grievance pertains to discrimination based on race, color, national origin, gender, age, or disability the Member will be immediately notified in writing of their right to file a discrimination complaint with the Corporation's Equal Opportunity Office. (In general, the Member has 180 days after the alleged discrimination to file a complaint with the Corporation.)

### **Arbitration**

If TerraCorps staff's decision is averse to the aggrieved party who filed the grievance or 60 calendar days after filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator. The disputing parties will jointly select the arbitrator. The arbitrator must be independent of the disputing parties.

If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the disputing parties, the Corporation for National and Community Service's Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration. If the CEO, however, selects the arbitrator, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.

*Arbitrator's Decision:* A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

*Cost:* The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, the aggrieved party prevails in the binding arbitration proceeding, the program must pay the total cost of the proceeding and the prevailing parties' attorney fees.

*Remedies:* Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include:

- 1) Prohibition of a placement of a participant; and
- 2) In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance:
  - a. Reinstatement of the employee to the position he or she held prior to the displacement;
  - b. Payment of lost wages and benefits;
  - c. Re-establishment of other relevant terms, conditions and privileges of employment; and

- d. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

*Suspension or termination of assistance:* The Corporation may suspend or terminate payments for assistance under this chapter.

*Effect of noncompliance with arbitration:* 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 controversy or the parties' citizenship.

## **II.H. Activities Prohibited for Service Sites**

### **1. Nonduplication**

AmeriCorps Members may not be used to duplicate an activity that is already available in the locality of a program. (i.e. Members' efforts should add new things or significantly enhance existing projects and programs.)

### **2. Employee or Volunteer Displacement**

AmeriCorps Members may not be used in any way by hosting organizations to displace an employee, volunteer, or position, including partial displacement such as reduction in hours, wages, or employment benefits.

Organizations hosting AmeriCorps Members may not select as a Member anyone who is currently employed by this organization or who was an employee of the organization in the previous six months, unless the Corporation's AmeriCorps Program Office waives this requirement upon a sufficient demonstration of non-displacement.

Organizations hosting AmeriCorps Members may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.

AmeriCorps Members 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.

To summarize, AmeriCorps Members may not perform services or duties that have been performed by or were assigned to any:

1. Presently employed worker;
2. Employee who recently resigned or was discharged;
3. Employee who is subject to a reduction in force or who has recall right pursuant to a collective bargaining agreement or applicable personnel procedures;
4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick);
5. Employee who is on strike or is being locked out.

— Members may not be temporarily or permanently reassigned significant tasks that were not approved in the Member's service plan by TerraCorps staff.

**END**