

# **Agreement of Participation in Playworks' AmeriCorps Program: Part-time Member 2018-19**

## **I. PURPOSE**

The purpose of this agreement is to delineate the terms, conditions and rules of membership regarding the participation of [REDACTED] (hereinafter referred to as the "member") in the Playworks AmeriCorps Program (hereinafter referred to as the "Program"). This contract sets out the terms of your participation in the Playworks program as an AmeriCorps member and does not constitute a contract for employment as AmeriCorps members are not employees of Playworks or of their school site.

Playworks is a national nonprofit that works to transform low-income elementary school climates by increasing students' sense of safety and engagement. Through the Playworks program, each AmeriCorps member utilizes play at his or her assigned school to create a positive school climate where students feel safe, supported and able to fully engage in school. The most valuable asset Playworks has are the members who implement this program. With that understanding, we strive to create a safe and fun service atmosphere that fosters a healthy and happy corps member.

## **II. PLAYWORKS OVERVIEW**

Playworks sends enthusiastic, trained members into low-income schools, where they enhance and transform recess and play into a positive experience that helps kids and teachers get the most out of every learning opportunity throughout the school day. Playworks' vision is that one day every child in America will get to the opportunity to engage in safe meaningful play - every day. Since 1996, Playworks has grown to provide services throughout the country. Our training, along with our strong emphasis on recruiting and retaining diverse members and staff in the planning and implementation of programs, reflects our strong commitment to creating culturally competent programming.

While we strive to design each school program around the needs of that specific site, overall the structure is fairly consistent from school to school. Playworks AmeriCorps Part-Time Members serve at each school site 4-5 days per week, Monday-Friday. During lunchtime and recess programming, members maintain a constant presence on the playground, teaching and modeling pro-social skills such as respect, positive language, and problem solving and introducing new sports and games alongside junior coaches. Additional activities include: programming to increase our impact on building a positive school climate and group trainings for junior coaches

## **III. MINIMUM ELIGIBILITY QUALIFICATIONS**

The member certifies that:

- A. She/he is a U.S. citizen, a U.S. national, or a lawful permanent resident of the United States;
- B. She/he is at least 18 years of age at the commencement of service unless the member is out of school and enrolled
  1. in a full-time, year round youth corps program or full-time summer program as defined in the Act (42 U.S.C. 12572 (a)(2)), in which case she/he must be

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between the ages of 16 and 25, inclusive, or

2. in a program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572(a)(9)), in which case she/he must be between the ages of 16 and 24 inclusive.

C. She/he has a high school diploma or an equivalency certificate or agrees to obtain a high school diploma or an equivalent before graduating from this program and who has not dropped out of elementary or secondary school in order to enroll as a member.

### **IV. TERMS OF SERVICE**

- A. As a **Part-time/ Quarter-time** member, you must serve a minimum of **450** hours in order to be eligible for an education award, if applicable. The maximum amount of the education award is **\$1,566.14**. Even if you complete the required number of hours, you may not be eligible for an education award or for the maximum education award. Your eligibility for an education award and the amount of your specific award is determined based on your prior AmeriCorps service, and education awards you received previously, if any (see additional information below). Your term of service begins on                      and will end when the school year ends at the earliest and may continue until July 31, 2019. **You are expected to serve until the end of the school year for your site, regardless of when you have completed the minimum number of hours.** This term of service may be extended by the member and Program, in writing, for the following reasons:
1. the member's service has been suspended due to compelling personal circumstances
  2. the member's service has been terminated, but a grievance procedure has resulted in reinstatement
- B. The member will complete a minimum of **450** hours of service during this period. Of these **450** hours, a maximum of 20% of these hours may be in training, education, or other similar approved activities.
- C. The member understands that in order to successfully complete the term of service (as defined by the program and consistent with regulations of the Corporation for National Service) and to be eligible for the education award (if applicable – see details below) she/he must serve at least **450** hours of service, satisfactorily complete pre-service training, and the appropriate education/training that relates to the member's ability to perform service, i.e. CPR, first aid, group management, conflict resolution and service-learning activities. In addition, as all AmeriCorps placements will be in public schools, National Public Sex Offender Website screenings (Name, DOB and visual checks), criminal background checks, fingerprints, TB tests, CPR/First Aid certification and timekeeping are required.
- D. The member understands that in order to successfully complete the term of service, the member must receive satisfactory performance reviews for their term of service. The member understands that in order to be eligible for serving a future term of service, the member must have received a satisfactory performance reviews for any previous term of service. The

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member's eligibility for a future term of service will be based on at least a mid-term and an end-of-term evaluation of the member's performance focusing on factors such as whether the member has:

1. completed the required number of hours;
2. satisfactorily completed assignments, tasks, or projects; and
3. met any other criteria that were clearly communicated both orally and in writing, at the beginning of the term of service.

Termination from service with Playworks may result in ineligibility for any future AmeriCorps service.

The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

E. The member understands that they are only eligible for a post-service education award subject to the following conditions:

1) The aggregate value of all education awards received cannot exceed the aggregate value of two full-time national service education awards.

2) Members are eligible to serve for a post-service education award for a maximum of four terms with AmeriCorps State & National Programs as long as those terms do not exceed the aggregate value of two full-time national service education awards. Members may be eligible to serve additional terms if they served previously with the National Civilian Community Corps (NCCC) and/or VISTA. However, past education awards received in NCCC or VISTA also count against the maximum aggregate value of two education awards.

3) The maximum number of terms an individual can serve in AmeriCorps State and National programs are four. A term of service does not count as one of the four terms for which an education award may be provided if the member is released from the program for reasons other than misconduct prior to having completed 15% of that term. All other terms, even if not complete, will count toward one of the four opportunities for a post-service education award.

4) The education award must be used within seven years of the member's completion of the service term.

The member certifies that they have disclosed to the program ALL prior ENROLLMENTS in any AmeriCorps program.

F. Nonduplication. The member understands that Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (G) of this section are met, Corporation assistance will not be

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provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

G. Nondisplacement. The member understands that:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that —
  - i. Will supplant the hiring of employed workers; or
  - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform any services or duties that have been performed by or were assigned to any —
  - i. Presently employed worker;
  - ii. Employee who recently resigned or was discharged;
  - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - v. Employee who is on strike or who is being locked out.

### **V. POSITION DESCRIPTION**

**Responsibilities include but are not limited to:**

Program Duties: (if applicable)

Planning and implementing positive sports and play based programming during recess, in school and after school hours at a public elementary school.

- Recess - create a safe and inclusive playground and be a significant presence on the playground by organizing and playing large games with 20+ students as well as role modeling
- Junior Coach Program – implement a youth leadership program by facilitating trainings for students and providing student leadership opportunities at recess

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- Service Projects - participate in national days of service, serving alongside other AmeriCorps members to serve the community as a team

### Other Duties:

- Maintain communication between Playworks staff, school staff, teachers, families, and volunteers
- Organize daily, weekly, and monthly schedules, complete timesheets and collect volunteer logs
- Collect and enter data for various grant and evaluation requirements in online database

All members are expected to take a lunch break and properly reflect the time taken on their timesheet. For personal health, it is important for members to step away from their hectic and busy day. Members do not accrue hours during lunch breaks.

### **§2520.40** Corporation Restriction on member fundraising.

- a. AmeriCorps members may raise resources directly in support of your program's service activities.
- b. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
  1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
  2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
  3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
  4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
  5. Seeking donations from alumni of the program for specific service projects being performed by current members.
- c. AmeriCorps members may not:
  1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
  2. Write a grant application to the Corporation or to any other Federal agency.

**§ 2520.45** An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in § 2520.40.

Per California Volunteers' more stringent policy, members may only perform fundraising activities as described in an approved Fundraising Performance Measure. Playworks California does not have an approved Fundraising Performance Measure, therefore our Members may not engage in fundraising activities.

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**Currently Playworks does not allow members to fundraise in any capacity.**

**AmeriCorps members are not employees of the program or of the federal government.** The definition of “participant” in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, “a participant (member) shall not be considered an employee of the program in which the participant (member) is enrolled” (42 U.S.C. 12511 (17)(B)). Moreover, members are not allowed to perform an employee’s duties or otherwise displace employees.

As a part-time AmeriCorps member, during your term of service, you will be required to serve approximately 25 hours per week, in addition to periodic community engagement events. Members are also required to participate in National Days of service that include 9/11 Day and MLK Day. AmeriCorps members may be deployed in times of emergency to provide disaster response. If you are unable to fulfill required service activities you must provide your Program Manager with a legitimate reason, in advance, in order to be excused from the activity.

## VI. BENEFITS

A. The member will receive from the Program the benefits set forth in the table below.

Please note the following:

1. In order to receive the full amount of the living allowance, a member must serve during the full service term as defined by the Playworks program and must successfully complete the hours of service required by the Corporation and the program requirements defined by the Playworks program. Starting service late or ending service early and missing pay periods may result in a reduction in the overall living allowance received during the year of service.
2. In order to receive a full education award a member must be eligible based on prior education awards received (see additional information above), perform the minimum hours of service as required by the Corporation and successfully complete the program requirements as defined by the Playworks' Program.

Status	Living Allowance*	HealthCare	Childcare	Education Award**
<b><u>Part-time/ Quarter-time</u></b>	Up to <b><u>\$6,258</u></b>	No	No	<b><u>\$1,566.14</u></b>

\*Members will receive a living allowance up to **\$6,258** which is divided into equal installments over the service period. Members will not be paid in one lump sum and cannot make up payments unless on an approved leave. If a member begins service late, or ends service early, he or she will not be eligible to receive the living allowance payments for pay periods in which the member did not serve or earn hours.

\*\* Members are only eligible for the Education Award upon successful completion of the

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member's term of service. The amount listed is the maximum amount a member may be eligible to receive. Individual members may not be eligible for an education award or may not be eligible for the full award (see additional information above).

- B. Members will receive their living allowance twice a month, seven days following the end of the pay period. For the pay period including the 1<sup>st</sup> to the 15<sup>th</sup> of each month, paychecks will be available on the 22<sup>nd</sup>. For the pay period including the 16<sup>th</sup> through the end of the month, paychecks will be available on the 7<sup>th</sup> of the following month.
  
- C. Staff meetings are considered part of the service responsibilities and all members are expected to attend **mandatory** staff meetings and trainings with no additional compensation.
  
- D. Playworks recognizes that everyone gets sick from time to time. If a member is ill and unable to perform their service, they are required to follow the Playworks communication protocol and are responsible for making up hours so they reach their total hours requirement by the end of their service term. If a member consistently misses service, a doctor's note may be requested. If a member has an extended illness that may require medical leave, they must notify their supervisor as soon as possible. Members are allowed winter recess consistent with the school site calendar. Members on target to complete their service term on time are allowed spring break consistent with their school site calendar. Members not on target are required to serve during their school's spring break.
  
- E. To support and encourage staff and AmeriCorps members in their efforts to lead a healthy and physical life Playworks may pay the team registration fee for any sport team organized by Playworks members or employees and where Playworks members or employees constitute at least 80% of the roster up to \$700. To receive this benefit, members must get signed approval from their Program Manager prior to the expenditure. After approval, members must submit receipts in order to be reimbursed.
  
- F. Please be aware of the following:
  - 1. The living allowance is taxable, and may affect your eligibility to receive certain types of public assistance.
  - 2. The education award is taxed in the year that it is used.
  
- G. Upon successful completion of the member's term of service, the member will be eligible to use an education award from the National Service Trust as described in the table above.
  - 1. Prior to using the education award, the member agrees (in the event 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

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diploma or its equivalent (GED) (unless 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). Prior to using the education award, the member must have proof of receiving a high school diploma or of receiving a GED.

2. The member understands that her/his failure to disclose to the Program any history of having been released for cause from another AmeriCorps program will render the member ineligible to receive the education award regardless of whether she/he successfully completed their term of service.

3. 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, upon successful completion of the service term. Members are responsible for completing necessary steps to establish loan forbearance from the National Service Trust.

### **VII. EXPECTATIONS AND RESPONSIBILITIES**

Members should be prepared to initiate all activities and special events that make up a vital program at their school sites. This includes the Junior Coach program, volunteer recruitment and training, school staff organizing and networking with other schools. When in service, members should always have the AmeriCorps logo visibly on their person (for example: Playworks' AmeriCorps apparel, AmeriCorps button on Playworks lanyard, etc.).

Member performance is evaluated periodically, both formally and informally. The **minimum** standard of member performance includes: favorable evaluation by the Program Manager and /or Program Director; attendance at member trainings; consistently favorable review and/or feedback from school staff and/or principal; demonstrated ability to generate the Playworks' program into a highly dynamic and fun feature of a child's school day. Meeting these expectations does not guarantee you will be offered another position at the end of your service term or not terminated. It does mean you will have the satisfaction of serving your site well in an environment in which your service and hard work is appreciated.

Punctuality and attendance are key features of our expectations as well as the expectations of the children whom we serve. Being on time and ready to begin service everyday provides children with a sense that you are a caring and concerned individual in their lives. All members are expected to be at their service site as scheduled, on time and prepared to start service. Late arrival, early departure or absences from scheduled hours are disruptive and must be avoided. Inadequate or falsified hours reporting, excessive absences, failure to report absences on time and excessive tardiness may lead to discipline, up to and including release from service. Absences are excessive if they occur frequently or if they show a pattern. Tardiness is excessive if you are frequently or unnecessarily late or if you demonstrate a pattern of tardiness. In the event that you are tardy or absent you must contact **your school-site supervisor (Recess Manager) and your Playworks Program Manager** prior to the school day, service project, or training. See Coach Attendance Policy for details.



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## VIII. RULES OF CONDUCT

- A. The member is expected at all times while acting in an official capacity as an AmeriCorps member to:
1. demonstrate mutual respect toward others;
  2. act as an appropriate role model with service recipients and within the community;
  3. follow directions;
  4. direct concerns, problems and suggestions to your Program Manager; and
  5. not engage in any of the following **prohibited activities**:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. 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;
- g. 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;
- h. Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. A partisan political organization;
  - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - v. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and

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k. Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

**Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.**

**A member's failure to abide by the above expectations may result in disciplinary action in accordance with section D below.**

- B. At no time may the member:
- a. engage in any activity that is illegal under local, state, or federal law;
  - b. engage in activities that pose a significant safety risk to others.

**If a member engages in any of the above activities, they will be subject to disciplinary action in accordance with section D and E.**

- C. The member understands that the following acts also constitute a violation of the Program's rules of conduct:
- a. Unexcused absences or tardiness;
  - b. Failure to follow directions;
  - c. Failure to adequately perform assigned service duties;
  - d. Theft or careless damage of Playworks or Service Site property;
  - e. Driving for service-related purposes without having received authorization by Service Site or AmeriCorps supervisor;
  - f. Abusive language;
  - g. Engaging in fighting;
  - h. Insubordination;
  - i. Failure to notify a supervisor when unable to report to service for service activities;
  - j. Inappropriate behavior or dress;
  - k. Lying;
  - l. Harassment of clients, fellow members or agency personnel;
  - m. Involvement in prohibited activities [See section (A)(5) above];
  - n. Breach of confidentiality; and
  - o. Failure to comply with the rules and procedure established by the Service Site.
- D. For violating the stated rules in sections A-C above, or engaging in any other inappropriate behavior not specifically listed above, the Program may do the following:

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- a. for the member's first offense, an appropriate Program official will issue a verbal warning to the member;
- b. for the member's second offense, an appropriate Program official will issue a second verbal warning;
- c. for the member's third offense, an appropriate Program official will issue a written warning and reprimand the member;
- d. for the member's fourth offense, the member will receive a final written warning;
- e. for the member's fifth offense, the Program may release the member for cause.

However, there is no requirement that the Program follow a prescribed sequence in the imposition of a particular form of punishment. Some offenses may require immediate release from service.

Termination from service with Playworks may result in ineligibility for any future AmeriCorps service.

- E. The member understands that she/he will be either suspended or released for cause in accordance with paragraphs B and C in the Release from Terms of Service section below for committing certain acts during the term of service including but not limited to:
- a. being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance;
  - b. engaging in activity that may physically or emotionally damage other members of the program or members of the community;
  - c. transporting passengers in their own private vehicle during hours they are serving as an AmeriCorps member, unless the passenger is an employee of the Program;
  - d. possessing or using any illegal drugs during the term of service
  - e. consuming alcoholic beverages during the performance of service activities;
  - f. being under the influence of alcohol or any illegal drugs during the performance of service activities;
  - g. failure to notify the Program of any criminal arrests or convictions that occur during the term of service; or
  - h. failure to disclose to the Program any prior enrollment in any AmeriCorps program

### **IX. RELEASE FROM TERMS OF SERVICE**

An AmeriCorps member may be released from service for the following two reasons:

- A. For compelling personal circumstances
- B. For cause

#### **A. Release for compelling personal circumstances:**

An AmeriCorps member may be released from her/his term of service due to compelling personal circumstances which include those instances that are beyond the member's control,

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such as, but not limited to:

1. The member has a serious injury or illness or disability that makes completing the term impossible;
2. There is a serious injury, illness, disability or death of an immediate family member and the member is needed to care for the family member or take over the duties of the family member making completing a term unreasonably difficult or impossible;
3. Conditions attributable to the program or otherwise unforeseeable and beyond the member's control, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible;
4. Military service obligations

If you leave your AmeriCorps service for compelling personal circumstances, as determined by PROGRAM upon receipt of sufficient documentation from member, and you have completed at least 15% of your service (135 hours for half-time), you are eligible for a portion of the education award corresponding to the period served.

Compelling personal circumstances do not include leaving a program:

1. To enroll in school;
2. To obtain employment, other than moving from a welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its members; or
3. Because of dissatisfaction with the program.

If you are released from your term of service for compelling personal circumstances, you have two options:

1. You may either receive a pro-rated education award; or
2. Temporarily suspend your term of service for up to two years and complete your service within that time frame with this program or another.

If you leave the program for any reason other than compelling personal circumstances before the end of the term of service, you will not receive any portion of the education award and this term will count as one of your two service opportunities.

**PROGRAM is responsible for determining whether a member's personal circumstances are compelling.**

**B. Release for Cause:**

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1. A member is considered to be released for cause according to the conditions of the member's contract.
2. A member will be released for cause if the member is convicted of a violent felony or the sale or distribution of a controlled substance during a term of service.
3. Any member who leaves AmeriCorps service without obtaining a release for compelling personal circumstances is considered to have been released for cause.
4. The member has committed a fourth offense or is otherwise released in accordance with paragraph D of the Rules of Conduct section of this agreement.
5. The member commits any of the acts listed in section E in the Rules of Conduct section above.

**A member released for cause may not receive any portion of an education award.**

### **C. Suspension from Term of Service:**

1. No living allowance or other benefits are to be provided during the period of suspension.
2. The member will be suspended without any AmeriCorps benefits, including living allowance, and without receiving credit for hours missed if the member has committed a third offense in accordance with paragraph D of the Rule of Conduct section of this agreement.
3. A member will be suspended without any AmeriCorps benefits, including living allowance, and without receiving credit for hours missed if the member is charged with a violent felony of the sale or distribution of a controlled substance, or convicted of the possession of a controlled substance.
4. Any member whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may be reinstated to service if the member is found not guilty or if the charge is dismissed.
5. Any member whose service was suspended because of being convicted of a first offense possession of a controlled substance may resume service by demonstration that she/he has enrolled in an approved drug rehabilitation program.
6. A member convicted of a second or third offense of possession of a controlled substance may resume service by demonstration of successful completion of a rehabilitation program (minimum requirements).

In addition, any individual released for cause who wishes to reapply to the Program from which she/he was released or to any other AmeriCorps program is required to disclose the release to that Program. Failure of a member to disclose any history of having been released for cause from another AmeriCorps program will render an individual ineligible to receive the AmeriCorps education award, whether or not that individual successfully

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completes the term of service.

## X. MEMBER RESTRICTIONS

Contact with minor age children.

1. During service hours, another adult must supervise any one-on-one interaction with minor age children by a member.

**Violation of any of the above member restrictions will result in immediate termination for cause. Because of the difficulty in investigating improper behavior with a child, the lack of witnesses in the above situations, and the inherent risk to the child, any member who violates these policies will be terminated immediately for cause.**

## XI. GRIEVANCE PROCEDURES

- A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment;
- B. The member understands that, as a participant of the program, she/he may file a grievance in accordance with the Program's grievance procedure which is as follows:

All AmeriCorps members must file complaints in accordance with the following procedures set forth below. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Corporation immediately. Discrimination complaints may also be raised through the grievance procedure.

### 1. 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 (ADR) process such as mediation or facilitation to resolve the dispute. The program and the aggrieved party will jointly select the mediator or facilitator.

Mediation is a candid, confidential, non-binding process. Mediation can be attempted either before or after a written grievance is filed. The member must select this option within **45 calendar days** of the date of the alleged occurrence. If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue of controversy,

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functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. Proceedings before the neutral party must be informal and the rules of evidence will not apply. Any decision by the neutral party is advisory and not binding unless both parties agree. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and the 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 is used and the matter is not resolved within **30 calendar days** from the date the mediation process began, the neutral party mediating the process must again notify the aggrieved party of her/his right to file a formal complaint. The neutral party, however, may not participate in the formal complaint process. In addition, no discussions of the pre-complaint process can be referred to or introduced into evidence in the formal complaint process including the arbitration hearing.

## 2. FORMAL COMPLAINT PROCESS

### A. \*Written Grievance

By law the grievance must be filed **within a year** of the alleged improper order, action, or event, it is however preferred that a grievance be filed **no later than 60 days** after the date of the alleged occurrence.

The Human Resources Department has been designated to keep the grievance forms and coordinate the process by keeping the process on schedule. If a particular person, rather than or in addition to the program, is named in the grievance, the HR Partner or Chief People Officer will notify the accused of the investigation and his or her rights under this policy. She/he will be given an opportunity to gather and present evidence and prepare a response to the grievance.

The aggrieved party can file a written grievance at any time – either before or after attempting mediation. The written complaint must contain a summary of the event and the aggrieved party's position.

The Program Manager must discuss the matter with the member and any other appropriate parties and reply in writing to the member's written complaint within **2 to 3 weeks** after receiving it.

If the dispute is not mutually resolved or the Program Manager fails to reply, the member may appeal the matter to the Executive Director, Program Director, or HR Partner, within **5 working days** after receiving her/his supervisor's written decision.

The Executive Director, Program Director, or HR Partner must meet with the aggrieved party within **5 working days** of receiving the appeal. At this meeting the above parties will discuss the grievance with the aggrieved party. Within **5 working days** of this

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meeting, the Executive Director, Program Director, or HR Partner will render a decision on the grievance and the necessary actions.

If the aggrieved member is unsatisfied with the decision within **5 working days** of receiving the decision or if the Executive Director, Program Director, or HR Partner, fails to issue a decision within the time limit, the member may appeal the decision to the Grievance Committee by notifying them in writing. The appeal should describe the grievance and the steps the member has already taken to resolve the matter.

### **AT THIS POINT THE INFORMAL HEARING IS HELD**

#### **B. \*Informal Hearing**

By law, an aggrieved party who files a timely grievance has a right to a hearing. Unless mediation was attempted, the hearing must be **held within 30 days** and **decided within 60 days** of the written grievance. The Playworks hearing official is the grievance committee. The grievance committee will determine what information will be necessary to decide the disputed issues during the hearing process and an investigation should be commenced immediately. The hearing must be conducted by a person who has not participated in any previous decisions concerning the issue in dispute. No communication or proceeding of any informal dispute resolution process may be referred to or introduced into evidence at a grievance proceeding.

A written opinion will be prepared by the chair of the grievance committee explaining the ruling and issue the opinion to the aggrieved party, the City Executive Director or Program Director and any other individual named in the grievance. All information and documentation from the hearing must be stored in a secure file for confidentiality purposes.

#### **C. \*Binding Arbitration**

Unlike mediation, the arbitrator will decide the legitimacy of each position and resolve the matter.

If the hearing official's decision is adverse to the aggrieved party 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 who is jointly selected and who is independent of the interested parties.

If the parties cannot agree on an arbitrator within **15 calendar days** after receiving a request from the aggrieved party, the Corporation's CEO will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than **45 calendar days** after receiving a request for arbitration. If the arbitrator, however, is selected by the Commission, the



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proceeding must occur no later than **30 calendar days** after the arbitrator's appointment.

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

The cost of the arbitration proceeding must be divided evenly between the parties of the arbitration. If, however, the member prevails in the binding arbitration proceeding, the program must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR proceeding.

If a grievance is filed regarding a proposed placement of a member in a program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

A lawsuit 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 party's citizenship.

### **XII. DRUG-FREE WORKPLACE ACT:**

In accordance with the Drug-Free Workplace Act, Program is informing member of the following, and by signing below the member is acknowledging that:

- A. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Program's workplace and all Program sites;
- B. Conviction of any criminal drug statute must be reported immediately to the Program in writing within 5 days of the conviction;
- C. That the member's participation is conditioned upon compliance with the notice requirements; and
- D. Certain actions will be taken against members for violation of such prohibitions.

### **XIII. AMENDMENTS TO THIS AGREEMENT**

This contract can be modified unilaterally by Playworks at any time. Playworks will make a reasonable effort to notify member in writing of any changes. Modification may be necessary to maintain compliance with State and Federal regulations and/or accommodate organizational changes within Playworks.

### **XIV. REASONABLE ACCOMMODATION**

Members have a right to reasonable accommodations for known mental or physical disabilities if they are otherwise qualified for a position. If a member has a mental or physical disability or medical condition and needs accommodation to perform the assigned responsibilities, please contact your supervisor to determine if Playworks is able to make an accommodation

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## XV. NOTICE OF NONDISCRIMINATION

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, sexual orientation, or, in most cases religion. This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Equal Opportunity Office  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
202-606-5000, ext. 312 (voice); 202-565-2799 (TDD); 202-565-2816 (fax); [eo@cns.gov](mailto:eo@cns.gov)

## XVI. IN CLOSING

At Playworks there is unlimited opportunity to work hard, have fun and accomplish great things with the children you serve. We want your service with Playworks to be a rewarding experience.

## XVII. AUTHORIZATION

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

\_\_\_\_\_  
Signature Date  
AmeriCorps Member

\_\_\_\_\_  
Signature Date  
Playworks Staff