



# MEMBER HANDBOOK

FOOD AND MORE  
CORPS

*AmeriCorps Program*

2023-2024



**SERVE WITH PURPOSE**

# CONTACT INFORMATION

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## Please Read Carefully

### AmeriCorps

Acknowledgment by Member of Receipt of Handbook and Disclaimer of Contract

### Disclaimer

This Handbook is intended to summarize designated policies, procedures, and practices of AmeriCorps. The AmeriCorps member is advised that the Food and More Corps program and UserveUtah Service Commission reserve the right to modify, amend, eliminate, or deviate from any or all its policies, procedures, and practices in its sole discretion. This Handbook supersedes and replaces any prior handbooks, which are hereby revoked, and declared null and void.

Members of AmeriCorps are not employees of AmeriCorps as ruled by the United States department of labor on April 20, 1995. Neither the Issuance of a Handbook nor any of its specific provisions are to be considered a contract of employment with AmeriCorps.

### Acknowledgment

My signature below acknowledges receipt of the new Handbook, which takes effect immediately. I recognize that this is my responsibility to read the entire Handbook and to become familiar with its contents. I have read the disclaimer written above, and I understand and acknowledge that the Handbook is not an employment contract.

\_\_\_\_\_

AmeriCorps Member Signature

\_\_\_\_\_

Date

\_\_\_\_\_

AmeriCorps Member Name (Printed)

Any questions concerning this Handbook, or its proper implementation, may be addressed to the AmeriCorps Program Director, Hina Erickson, at [hinae@communityactionuc.org](mailto:hinae@communityactionuc.org) or 8016915207



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# Introduction and General Information

## Section 1 – Introduction and General Information

### 1.1. About AmeriCorps

AmeriCorps is the national service initiative signed into law by President Clinton in 1993. Thousands of Americans of all backgrounds have met community needs and earned education awards in return due to AmeriCorps programs. AmeriCorps joins a long tradition of encouraging and rewarding service, dating back to America's beginning, including the Civilian Conservation Corps, the GI Bill, and the Peace Corps.

**OUR PURPOSE:** To bring out the best of America

**OUR POSITIONING:** We are uniting America by bringing people together to service communities.

**OUR MISSION:** is to improve lives, strengthen communities, and foster civic engagement through service and volunteering.



*AmeriCorps members are expected to adhere to the AmeriCorps pledge.*

*The pledge represents the commitment you have taken in your year of service as well as years to come.*



## AMERICORPS PLEDGE

I WILL GET THINGS DONE FOR AMERICA - TO MAKE OUR PEOPLE SAFER, SMARTER, AND HEALTHIER.  
I WILL BRING AMERICANS TOGETHER TO STRENGTHEN OUR COMMUNITIES.  
FACED WITH APATHY, I WILL TAKE ACTION.  
FACED WITH CONFLICT, I WILL SEEK COMMON GROUND.  
FACED WITH ADVERSITY, I WILL PERSEVERE.  
I WILL CARRY THIS COMMITMENT WITH ME THIS YEAR AND BEYOND.  
I AM AN AMERICORPS MEMBER, AND I WILL GET THINGS DONE.

# Introduction and General Information

## 1.3. The Member Handbook

This Handbook contains general information and guidelines for all AmeriCorps members (hereinafter members") of First Steps AmeriCorps. It is not intended to be comprehensive or address all the possible applications of, or exceptions to, the general policies and procedures described. Neither this Handbook, nor any other AmeriCorps document, confer any contractual right, either expressed or implied, to remain an AmeriCorps member. Nor does it guarantee any fixed terms or conditions of the membership.

The procedure, practices, policies, and benefits described in this Handbook may be modified or discontinued from time to time. Every effort will be made to inform members of these changes as they occur.

In addition to this handbook, the AmeriCorps program or the specific service site may have additional policies, procedures, and guidelines that members must adhere to as an AmeriCorps member serving with their organization. These additional guidelines should be provided to the member during the orientation process. **Please contact the AmeriCorps Program Director, Hina Erickson at [hinae@communityactionuc.org](mailto:hinae@communityactionuc.org) or 801 691 5207**

## 1.4. Civil Rights / Equal Opportunity

Although there is no employer/employee relationship between the program/AmeriCorps site and the member, Food and More Corps - AmeriCorps adopts Equal Opportunity standards.

Equal opportunity is a fundamental principle at the program, where membership is based upon personal capabilities and qualifications. We encourage members to ask any questions about the policy of Equal Opportunity. If a concern arises, the member should file a report with two staff members at the AmeriCorps program Hina Erickson ([hinae@communityactionuc.org](mailto:hinae@communityactionuc.org)) and Karina Lopez ([karinal@communityactionuc.org](mailto:karinal@communityactionuc.org)). To contact them both simultaneously email: [famc@communityactionuc.org](mailto:famc@communityactionuc.org) Members can raise concerns without fear of reprisal or retaliation.

The program's policy is to provide equal opportunity for all. Food and more Corps - AmeriCorps does not discriminate in any aspect of employment or service because of regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information, and military service or any other improper criterion. Whether in an organization's offices, campuses, or service-related settings such as service sites, training sessions, or service - or social-related social events, such discrimination is unacceptable and will not be tolerated.

Food and More Corps - AmeriCorps insist on a service atmosphere that is free from intimidation, harassment, and discrimination. The program expects that all relationships among persons at the service site will be business-like and free of bias, prejudice, and harassment. Therefore, harassment of any kind by

members or third persons will not be tolerated. This policy against harassment of any kind applies throughout our service environment, whether on-site, on assignments off-site, at program social events, or otherwise.

For these purposes, "harassment" includes, but is not limited to, slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, for any other reason, when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's enrollment (2) submission to or rejection of such conduct by an individual is used as the basis for enrollment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile or offensive service environment.

Some examples of prohibited harassment include:

- Unwelcome requests for sexual favors or sexual advances;
- Verbal harassment, such as sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions or threats;
- Non-verbal conduct such as displays of sexually suggestive objects or pictures, jeering, sexual touching, whistling or obscene gestures;
- Insults, slurs, or ridicule relating to race, color, sex, age, national origin, religion, handicap, marital status, or disability.

Because of AmeriCorps's strong disapproval of offensive or inappropriate behavior while serving, all members must avoid any action or conduct that could be viewed as harassment of any kind.

Any member who has a complaint of harassment about anyone, including supervisors, peers, program or site staff, or visitors, should immediately report this to two staff people at the AmeriCorps program Hina Erickson ([hinae@communityactionuc.org](mailto:hinae@communityactionuc.org)) and Karina Lopez ([karinal@communityactionuc.org](mailto:karinal@communityactionuc.org)). To contact them both simultaneously email [famc@communityactionuc.org](mailto:famc@communityactionuc.org). No member will be subjected to retaliation by the program because they have reported what they believe to be harassment.

All complaints will be promptly and thoroughly investigated. The program will meet with the complaining member, the accused member, and any witnesses. The program will discuss the results of the investigation with the complaining and accused members. The program will take appropriate corrective action to remedy all violations of this policy, including disciplinary measures when appropriate up to and including being released from the program. Appropriate action will also be taken against the violation of this policy by any non-member.

Additionally, any person who believes that they have been discriminated against in violation of civil rights law, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps or

project, may raise their concerns with the AmeriCorps Equal Opportunity Program (EOP). Discrimination claims not brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. Members are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another process is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or [eo@cns.gov](mailto:eo@cns.gov).

### **1.5. Disability Inclusion**

In accordance with the Americans with Disabilities Act (ADA), Food and More Corps - AmeriCorps does not discriminate against any member or applicant based on disability. If accommodation of any physical or mental disability is needed, a member or applicant can request accommodations be made. The program will take all such requests seriously. It will promptly determine whether a reasonable accommodation is warranted and exists that would allow the member or applicant to perform the position's essential functions. To confidentially request a reasonable accommodation, please contact the AmeriCorps Program Team at [famc@communityactionuc.org](mailto:famc@communityactionuc.org)

### **1.6. Drug and Tobacco-Free**

Food and More Corps - AmeriCorps is committed to providing a healthy, safe, and drug-free service environment for all AmeriCorps members. Substance abuse is a potential health, safety, and security problem.

#### **Use or Possession of Drugs or Alcohol**

To ensure a safe, productive service environment and protect all members and property, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at any service site. The service site includes the program's physical facility and all locations within the community where staff and members provide a service. Further, members are prohibited from serving while under the influence of any illicit substance. As a condition of enrollment, members must agree to abide by this policy.

Penalties may be imposed upon members for drug abuse violations occurring at the service site. Members will be referred to the appropriate resource for available counseling, rehabilitation, or other assistance.

#### **Member Responsibilities**

Members with drug abuse problems should seek help. Members desiring more information on the dangers of drug abuse during service and who need counseling, rehabilitation, or other assistance should contact AmeriCorps Program Coordinator at [famc@communityactionuc.org](mailto:famc@communityactionuc.org)

**Members must notify the AmeriCorps Program Coordinator, Hina Erickson ([hinae@communityactionuc.org](mailto:hinae@communityactionuc.org)) and the Site Supervisor in writing of any criminal drug arrest, charge, or conviction for a violation occurring during service no later than five days after such conviction.**

## **Program Responsibilities**

Within five (5) days of receiving notice of any drug statute conviction for a violation occurring during service, the program may take an appropriate personnel action against such member, potentially including termination. The program may contact the relevant US government contracting agency within ten days after receiving notice of the conviction.

## **Tobacco-Free**

Food and More Corps wishes to achieve a safe and healthy service environment and is a tobacco-free service site. Because of this, the use of tobacco products will be limited to those correctly identified Tobacco Use Areas. The definition of tobacco products includes but is not limited to cigars, cigarettes, pipes, and pipe tobacco, and smokeless tobacco products.

### **1.7. Confidentiality Policy**

All discussions, records, and information about students, families, clients, and the schools or sites served through the Food and More Corps - AmeriCorps program are confidential. Any written information must be maintained in closed files in secured areas. No information about a child or client may be released. When a child is suspected of being a victim of abuse or neglect, a member or volunteer is required to report it to the Site Supervisor and AmeriCorps Program Coordinator [famc@communityactionuc.org](mailto:famc@communityactionuc.org) and participate in any required follow-up activity.

There is no room for gossip or other negative comments concerning the staff, participants, or persons on site of the facilities where AmeriCorps members are performing service. Nor should there be any gossip or negative comments about fellow AmeriCorps members, faculty, staff, or administrators. Members and staff violating any aspect of the Confidentiality Agreement may be subject to disciplinary procedures.

### **1.8. National Service Criminal History Check**

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. The requirements apply to anyone receiving a salary, stipend, living allowance, or education award on an AmeriCorps/Corporation for National and Community Service (Herein referred to as AmeriCorps) grant. The source of the funds, whether federal or matching, does not matter.

The NSCHC is required only once for any individual. However, individuals must be rechecked if they enroll in a new program/grant or if there is a break in service greater than 180 days. While



AmeriCorps members enrolled in programs with a fixed-amount grant are required to satisfy the NSCHC, staff positions under fixed amount grants are not obligated to meet the NSCHC requirements. The Utah Service Commission considers it a best practice for all staff to undergo a robust background check process.

Additionally, individuals under the age of 18 on the first day of work or service are exempt from the NSCHC.

AmeriCorps's Final Rule on criminal history checks was published in the Federal Register, Vol. 86, No. 35, Pages 11141-11148, Wednesday, February 25, 2021. This rule amends the AmeriCorps regulations found in the Code of Federal Regulations Parts 2522 and 2540, respectively. The Utah Service Commission's Criminal History Check Policy incorporates AmeriCorps's final rule in its entirety, effective May 1, 2021.

There are **three** search requirements for all Covered Individuals serving under an Utah Commission grant. A fourth search requirement on the Central Registry of Child Abuse and Neglect is required by the First Steps AmeriCorps as an additional measure to ensure the safety of families served.

**1) A National Sex Offender Public Website (NSOPW) check – <https://mytruescreen.com>**

**2) State Check(s)**

- I. STATE OF SERVICE: A search (by name or fingerprint) of the state criminal history registry for the state in which the program operates. In South Carolina, this is the South Carolina Law Enforcement Division check. <https://mytruescreen.com>
- II. STATE OF RESIDENCE: The state in which the applicant resides at the time of application (if different than above). The applicant's residence is specifically defined.

**3) An FBI fingerprint-based check**

- I. The program will utilize the FBI Channeler Fieldprint to conduct FBI Checks. <https://fieldprintcnscs/com/>

**4) Central Registry of Child Abuse and Neglect**

- I. A member's continuation in service is contingent upon the successful completion of the Central Registry of Child Abuse and Neglect check. A search by legal name of the state central registry of child abuse and neglect will be completed for the state of residence and for all states lived within the last three (3) years as outlined in the resident address section of the member's application. In Utah, the central registry of child abuse and neglect is monitored by the Department of Social Services. <https://www.utah.gov/local/residents/health-social-services.html>



## Ineligibility to Serve

NSCHC determines eligibility, as defined in the Serve America Act. The Serve America Act explicitly defines the following individuals as ineligible to serve or work on AmeriCorps grants:

- Anyone who is listed, or required to be listed, on a sex offender registry
- Anyone convicted of murder (as defined in 18 U.S.C. § 1111)
- Anyone who refuses to undergo the NSCHC
- Anyone who makes a false statement in connection with a program's inquiry concerning the person's criminal history is ineligible to serve or work in a covered position. This only pertains to providing: a false name, a government-issued ID belonging to another person, a false identification, or fingerprints of another individual. Refer to the NSCHC Manual for more information.

A program must always deny an individual work or service under an AmeriCorps program if they fall under the above four categories.

Grant recipients must document that the individual understands that selection into the program is contingent upon the organizations' review of the individual's NSCHC component results if any. Truescreen and Fieldprint capture this.

If the applicant is found to be ineligible because of NSCHC component results, grant recipients must provide a reasonable opportunity for the individual to review and challenge the factual accuracy of results before action is taken to exclude the individual from the position. This is a built-in component of the Truescreen system called pre-adverse and adverse action notices. Fieldprint applicants have the opportunity to challenge a Not Cleared recommendation. Steps an individual applicant and the program should take to challenge a recommendation can be found at the link below.

<https://www.nationalservice.gov/Challenging-Not-Cleared-Fieldprint-Recommendation-Applicants>

## Suitability

Suitability is determined by the grant recipients and subrecipients, or service sites. An individual may be eligible to work or serve in a position, under the NSCHC regulation, but a grant recipient, subrecipient, or service site may determine that an individual is not suitable to work or serve in such a position based on criteria that the grant recipient or subrecipient or service site establishes.

The suitability criteria must be consistent with state and federal Civil Rights and nondiscrimination laws, including Titles VI and VII of the Civil Rights Act of 1964 (and AmeriCorps' implementing regulations under Title VI).

# Food and More Corps - AmeriCorps policies

Convictions of violent crimes as described in the UT Code of Laws 76-3-203.5 will result in disqualification. Local Partnership guidelines for disqualifying convictions will be considered prior to a position offer. If an applicant is listed on any states' central registry for child abuse and neglect, then they will not be allowed to serve in Food and More Corps - AmeriCorps. An adverse finding for the Central Registry of Child Abuse and Neglect check will result in a Member's removal from service.

## **Arrests vs. Convictions:**

The requirements do not disqualify applicants on the basis of the arrest. In certain states, there are legal constraints on how an arrest record may be considered, and some statewide criminal repositories do not include arrest information in the records they release. Recipients should recognize that they have a dual status under the Civil Rights Act of 1964, depending on the nature of their relationship with a candidate.

Grant recipients, because they get federal financial assistance, must comply with the Civil Rights Act of 1964 and its implementing regulation. These regulations prohibit discrimination, including the selection and placement of volunteers and members, on the basis of race, color, and national origin, in AmeriCorps-funded programs and activities. And as employers, recipients must also comply with [VII of the Civil Rights Act of 1964](#), which prohibits discrimination in employment decisions. The Equal Employment Opportunity Commission (EEOC) has issued [guidance](#) explaining when consideration of arrest and conviction records violates Title VII. In addition, grant recipients must comply with the nondiscrimination provisions of the NCSA and the regulations at [45 CFR §2540.210](#).

As the EEOC guidance outlines, recipients should be mindful that arrests alone are mere allegations, and that actual criminal convictions, or actual evidence of conduct underlying an arrest, are the relevant indicators of a person's fitness, or in some cases, eligibility, to serve with, or work for, an AmeriCorps grant recipient. Recipients should make sure that their screening practices are narrowly tailored in a manner that complies with these federal nondiscrimination requirements, in addition to applicable state laws governing the consideration of criminal history records.

## **Non-disqualifying Convictions:**

If the NSCHC returns results other than those above, the recipient has the discretion – subject to any federal civil rights law and state law requirements – to decide if the results of a criminal history background check disqualify a candidate from service. Recipients should consider the factors set forth in the [EEOC's guidance under Title VII](#), including the nature and gravity of the offense, the time that has passed since the conviction or completion of the sentence, and the nature of the position. Recipients should have written policies on their disqualification criteria and be consistent in how those criteria are applied.

Additionally, organizations must use national service criminal history check results in combination with other information obtained through the grant recipient's selection process to make an informed

choice before selecting an individual for work or service. Recipients should maintain documentation of the evidence used in making suitability determinations for individuals with non-disqualifying convictions.

Grant recipients should be aware of federal reentry policy, which aims, among other goals, to reduce post prison barriers to employment. Participation in national service programs funded by AmeriCorps could help people who have been in prison successfully re-enter society. Therefore, we encourage agencies to minimize barriers to service – without putting their program beneficiaries at genuine risk – for former prisoners who are eligible under the law.

### **Whistleblower Protection:**

Members, program staff, sub-site supervisors or other related parties should contact the Executive Coordinator of the Utah Service Commission to report perceived or actual instances of noncompliance concerning the NSCHC and UT Regulations, or knowledge of any Covered Person's ineligibility to serve or work under a AmeriCorps grant. Said parties should not fear retribution at their service or workplace due to these reports.

## **1.9. Ethics and Conflict of Interest**

Food and More Corps - AmeriCorps will not tolerate on or off-duty conduct that negatively impacts AmeriCorps, either in terms of a member's performance or the interests of AmeriCorps, including its reputation. Food and More Corps - AmeriCorps prohibits any illegal or immoral conduct. Food and More Corps - AmeriCorps will comply with all applicable laws and regulations and expects its members to conduct AmeriCorps business following all rules and refrain from any unlawful, dishonest, unethical, or questionable conduct. In general, the use of good judgment based on high ethical principles will guide an individual concerning lines of acceptable behavior.

If you need assistance in determining the proper course of action, the matter should be discussed openly with your site supervisor or AmeriCorps Program Coordinator [famc@communityactionuc.org](mailto:famc@communityactionuc.org)

### **Conflict of Interest**

All members are responsible for both the actual and perceived conflicts of interest that may arise due to their actions. It is the members' responsibility to avoid, to the extent possible, such actual and perceived conflicts of interest. Members' conduct in official and private affairs should be above reproach to assure that their public position is not used, nor seen as being used, for personal gain. Members shall comply with all state and local laws governing conflicts of interest.

### **Gifts, Gratuities**

Members shall neither accept nor solicit gifts, gratuities, or favors of any kind that might reasonably be interpreted as an attempt to influence their actions. Additionally, members should also refrain from providing beneficiaries of the program with gifts, gratuities, or favors.

This prohibition would not typically include items such as plaques, souvenirs, or mementos of nominal value often associated with a given event.

## Outside Employment

AmeriCorps allows outside employment (including self-employment), but it cannot conflict with the mission of AmeriCorps or affect a member's commitment. Before accepting outside work, it is expected for the member to speak with and obtain approval from their site supervisor and program staff. It is a best practice that this approval is written. This is to ensure that there is no conflict between the member's Food and More Corps - AmeriCorps service and outside employment.

### 1.10. Reporting Noncompliance and Whistleblowing Policy

The program's Code of Ethics requires Food and More Crops - AmeriCorps members and program staff to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Representatives of Food and More Corps - AmeriCorps must practice honesty and integrity in fulfilling their duties and comply with all applicable laws and regulations that apply to AmeriCorps, Food and More Corps - AmeriCorps, and service sites.

Members, program staff, site supervisors, or other related parties should contact AmeriCorps Coordinator at [famc@communityactionuc.org](mailto:famc@communityactionuc.org) to report perceived or actual instances of noncompliance concerning the program or AmeriCorps policy or regulation. Specifically, knowledge of any Covered Person's ineligibility to serve or work under an AmeriCorps grant should be reported.

Parties listed above should not fear retribution or retaliation at their host or service site due to these reports. No individual who, in good faith, reports a violation shall suffer harassment, retaliation, or adverse consequences. An Food and More Crops - AmeriCorps member or supervisor who retaliates against someone who has reported abuse in good faith is subject to discipline, including termination.

Food and more Corps - AmeriCorps has an open-door policy and suggests that members share their questions, concerns, suggestions, or complaints with someone who can address them adequately. In most cases, using proper reporting protocol is the best recommendation to address an area of concern. However, if the member is not comfortable speaking with their supervisor or is not satisfied with their supervisor's response, individuals are encouraged to follow the program's grievance procedures listed in Section 4.14.

# Member Guidelines

## Section 2 – Member Guidelines

### 2.1 Expectations

At all times, members are expected to

- Comply with AmeriCorps rules and regulations
- Comply with the rules and regulations of the service site
- Comply with the Drug-Free Workplace Policy
- Comply with Non-Smoking Policy
- Comply with Non-Harassment and Non-Discrimination Policy
- Comply with the Rules of Conduct Policy
- Comply with Conflict of Interest Policy
- Comply with Confidentiality Agreements
- Comply with guidelines relating to AmeriCorps Prohibited Activities
- Follow Supervisor directions
- Work on assignments in a reliable and conscientious manner
- Not engage in any activity as outlined in the AmeriCorps Prohibited or Unallowable Activities section
- Not engaging in verbal or physical conduct which harasses, disrupts, or interferes with another's performance or which creates an intimidating, offensive, or hostile environment
- Not engaging in behavior, which sexually harasses others
- Not engage in any illegal activities (i.e., criminal, drugs, and/or alcohol) while serving as an AmeriCorps member.
- Not abuse company property

\*Please note the site supervisor or host site may have additional rules of conduct. Other service site policies and procedures should be provided to the member during orientation\*

### 2.2 AmeriCorps Messaging and Elevator Speech

Say This:	Not That:
AmeriCorps member "I am an AmeriCorps member." "I am an AmeriCorps member in [organization name's] program."	AmeriCorps Volunteer Worker Corps Member
Serve or serve as	Work or work as
Selected to	Hired to
Provide Service	Go to Work
Service Site, Host Site	Job Site, Work Site
AmeriCorps	The Feds
Education Award	Scholarship
Living Stipend, Living Allowance	Paycheck, Wage, Salary

## Pronunciation

The most common mistake is in the pronunciation of AmeriCorps.

The Corps in AmeriCorps is

- pronounced "core" like the core of an apple.
- **Example** of elevator speeches using AmeriCorps lingo:
  - Gain valuable experience and give back to your community through service with Food and More Corps.

## 2.3 Prohibited Activities

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below. Individuals may exercise their rights as private citizens and may participate in the activities listed on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so. 45CFR § 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—
  1. A business organized for profit;
  2. A labor union;
  3. A partisan political organization;
  4. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  5. An organization engaged in the religious activities described in item "g." above, unless AmeriCorps assistance is not used to support those religious activities;

- i) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- j) Providing abortion services or referrals for receipt of such services; and
- k) Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

**Education and Polling Activities.** AmeriCorps members may not provide services for election or polling locations or in support of such activities.

Members may participate in any "AmeriCorps Prohibited Activities" on their own time as a private citizen.

So, when is an individual considered a private citizen?

When all four of these statements apply:

1. I am not on AmeriCorps time or representing AmeriCorps (i.e., not planning to record these hours)
2. I am not using an AmeriCorps or program "channel." (e.g., program/site email, acting as admin of a site social media account)
3. I am not wearing AmeriCorps gear (nothing with the AmeriCorps logo)
4. I am not using a device owned by the program or site

**Please keep in mind that the AmeriCorps logo will attract attention in public places.**

**Please use your best judgment when wearing your AmeriCorps apparel.**

**You should not wear your logo in religious places of worship, bars, or other institutions where alcohol is served or anywhere that might undermine the program's integrity.**

## 2.4 Unallowable Activities

The member understands the following regulations set forth by the AmeriCorps as it relates to the service provided by the member:

45 CFR §§ 2540.100(e)-(f)

- a) **Nonduplication.** AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a provide nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
- b) **Nondisplacement.**



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

## 2.5 Limited Activities

The member may do these activities on occasion, but it SHOULD NOT be their primary focus.

- Perform clerical work
- Answer phones
- Perform janitorial duties
- Provide childcare
- Service unrelated to the grant

Further:

- No more than 20% of the aggregate member service hours may be spent in training and education (45 CFR §2520.50)
- The sole duties of an AmeriCorps member cannot be to refer individuals to federal or state assistance Programs (42 USC § 12634(d)), and
- Fundraising for direct support of the AmeriCorps program cannot exceed 10% of a member's service hours (45 CFR § 2520.4).



## 2.6 When a Member is Charged with a Crime

If arrested or charged with a crime, a member is required to disclose the information to the AmeriCorps program Coordinator at famc@communityactionuc.org within five days; failure to do so may result in the member being released from the program.

### **If arrested for or charged with:**

- Possession of an illegal substance during the service year, the member's term will be suspended immediately until resolved.
- A felony during the service year, the member's term, will be suspended pending a final court ruling.
- A violent misdemeanor, the member, will be placed on unpaid suspension until a final court ruling/disposition.
- For any other misdemeanor, the member will be allowed to continue serving. If the arrest merits removal of the member from their service site, they will be suspended from service pending resolution.

### **Reinstatement:**

A member whose service was suspended under this section may be reinstated if the individual is found not guilty, if the charge is dismissed, or if the member completes the applicable process outlined below.

### **Convictions:**

If a member is convicted of:

- Sexual misconduct, or engaging in an inappropriate relationship with a minor, murder, manufacturing/sale/distribution of a controlled substance, or any felony, s/he must be released from the program immediately.
- Possession of a controlled substance:
  - The first offense, the individual must enroll in a drug rehabilitation program.
  - Repeat offense, the individual must successfully complete a drug rehabilitation program.
- Any other misdemeanor:
  - The Program Coordinator will contact the UT Service Commission, which will work with the program to assess all infractions and determine the applicant's eligibility to continue to serve in the program. This may result in the member being released from the program.

**An AmëriCorps member who must be released from the program under this section is not eligible for any portion of an education award.**

## Section 3 – Benefits

### 3.1 Living Allowance

Please refer to your Member Service Agreement for more information regarding the AmeriCorps living allowance.

Members also have the right to waive their living allowance. A member may waive all or part of the living allowance if they believe their public assistance may be lost because of the living allowance, with the following caveats:

1. Even if a member waives their right to receive the living allowance, it is possible—depending on the specific public assistance rules—that the amount of the living allowance that the member is eligible to receive will be deemed available;
2. Members may revoke the waiver at any time during the course of the program; and
3. If a member withdraws the waiver, they may begin receiving the allowance only from the date on which the waiver was revoked; the member may not receive any portion of the living allowance that accrued during the waiver period.

### 3.2 Rule Regarding Unemployment Benefits

AmeriCorps participants serving in Utah are considered exempt from employment, and the living allowance is not considered a wage. When applying for unemployment benefits, wages earned by an individual over the past year are used to determine eligibility and compensation amount. Because a living allowance is not considered a wage, members will be ineligible to receive unemployment benefits (unless they receive additional employment). It is important to note that programs, the State Commission, or government agencies cannot instruct members to apply or not apply for unemployment benefits. Everyone has the right to apply, but AmeriCorps members will find they are ineligible.

The AmeriCorps living allowance is still counted as "earnings" when a member files their taxes. Depending on the amount of a member's living stipend, members receiving unemployment benefits before enrolling may continue to be eligible for prorated unemployment benefits. A prorated amount will be determined by the Utah Department of Employment and Workforce.

### 3.3 Insurance

AmeriCorps programs must provide, or make available, healthcare insurance to those **members serving a 1700-hour full-time term** who are not otherwise covered by a healthcare policy when the member begins their term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own.

#### **AmeriCorps will not cover healthcare costs for dependent coverage.**

Less-than-full-time members serving in a full-time capacity for a sustained period (e.g., a full-time summer project) are eligible for healthcare benefits. The Utah Service Commission defines full-time capacity as consistently averaging 30+ hours a week. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member serving in a full-time capacity when their regular term of service will involve performing service on a normal full-time schedule (an average of 30+ hours per week) for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether their agreed term of service will result in a full-time Segal AmeriCorps Education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less-than-full-time members serving in a full-time capacity): staying on parents' or spouse's plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance purchased through private insurance broker; Medicaid, Medicare or military benefits.

AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On Friday, May 2, 2014, the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not provided health insurance options or who are provided short-term limited duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date, they lose any coverage offered through their program after their service term ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan. Coverage effective date is prospective based on the date of plan selection.

Members can also visit [healthcare.gov](https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/) for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/>.

If the program is paying for or otherwise providing the member's health insurance, the program must keep in mind the following:

1. It is the program's responsibility to ensure the member healthcare plan offered meets Minimum Essential Coverage.
2. If coverage is being provided via the federal health insurance marketplace, and thus third party payment is not an option, the program will provide the member with the reimbursement process for monthly premiums.
  - a. Reimbursements for health insurance premiums are considered taxable income for the member.
  - b. The program is responsible for ensuring the member has continuous health coverage during their term of service. This means the program must ensure members are paying their premium up front while waiting for reimbursement from the program.
  - c. Reimbursement payments will be limited by the fair market value of \$200 per month established by the UT Service Commission. If the member elects coverage above this amount, the additional cost is the member's responsibility.

Members may also choose to waive the program provided healthcare options by completing the program's AmeriCorps Health Insurance Waiver/Acceptance Form.

## **FAQ**

### **Will either option provide me with dental and/or vision insurance?**

No, AmeriCorps funding may only be used to provide eligible members with primary

**I am covered under my spouse's/parent's insurance. Can I receive reimbursement for the monthly premium cost of this plan?** No, the program may only provide reimbursement to members that are not otherwise covered by a health care policy.

### **May I enroll in the program provided health insurance if I am already covered by a health care policy?**

No, the program may only provide its program health insurance to members that are not otherwise covered by a health care policy.

### 3.4 Child Care

The AmeriCorps Child Care Benefit Program is available for qualified, active, full-time AmeriCorps VISTA, NCCC, and State and National members who need the benefit to serve; eligibility requirements are listed below for each AmeriCorps program. Child care benefits are paid directly to qualified child care providers for all or of part of the member's child care costs during their active time of service with AmeriCorps; child care benefit payments cannot be paid directly to AmeriCorps members. Child care benefits may not exceed applicable payment rates as established in the state in which the child care is provided under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858c(4)(A)).

#### Member Eligibility Requirements

AmeriCorps childcare benefits are available to full-time State and National members who qualify. To qualify for the childcare benefit, the member must meet the following eligibility requirements:

- The State and National member's household income must not exceed 75% of the state's median income for a family of the same size; this limit is different for each state and may change annually. The total household income is used to determine income eligibility excluding AmeriCorps State & National living allowance.
- The member must not currently receive a childcare subsidy from another source at the time of acceptance into the program (including a parent or guardian) which would continue to be provided while the member serves in the program.
- The member must be the parent or legal guardian of a child under the age 13.
- The child must reside with the member. The member must certify that he or she needs childcare in order to participate in the AmeriCorps State and National program.

For more information, please visit the following website: <https://www.americorpschildcare.com/>

### 3.5 Loan Forbearance

Enrolled AmeriCorps members are eligible for forbearance for most federally guaranteed student loans. The AmeriCorps program cannot approve or disapprove forbearance requests; it can only verify that a member is enrolled. If a loan is in default, it may not be eligible for forbearance. While a loan is in forbearance during service, interest continues to accrue. However, upon successfully completing the term of service, the National Service Trust will pay all or a portion of the interest accrued on the qualified student loans during the service period. Members may only submit that request after they have been enrolled in the eGrants portal. There may be some delay between the start date with the program and the date on which members can request forbearance. The request can be made by logging in to their MyAmeriCorps account (<https://my.americorps.gov/mp/login.do>).

The National Service Trust does not grant forbearances; the loan holders do. The Trust merely verifies Membership in AmeriCorps and forwards the documents to the loan companies. The Trust can verify Membership only when it has proof from a project that the individual is an AmeriCorps member.

Under this forbearance, the interest continues to accrue on qualified loans during a member's term of service. Upon the successful completion of their service, the Corporation for National Service will pay, on behalf of the borrower, all or a portion of the interest that accrued during the service period. This benefit is intended to enable an individual with outstanding debt to participate in AmeriCorps. This is a benefit above and beyond the education award. The interest payment is not deducted from the amount of the award. **The member should be aware that interest payments are taxable.**

For more information on loan forbearance, visit the following website.

<https://www.nationalservice.gov/programs/ameri-corps/segal-ameri-corps-education-award/using-your-segal-education-award/postponing>

### 3.6 How Participating in AmeriCorps Could Affect Government Benefits

Participant benefits in AmeriCorps may not affect an individual's eligibility for the following services:

- Food Stamps
- Women, Infants, and Children (WIC)
- HUD-subsidized housing
- Veterans' benefits
- Any other need-based Federal or federally assisted program (except a program supported under the Social Security Act or Federal student financial aid)

However, participant benefits in AmeriCorps State and National programs may affect an individual's eligibility for the following services:

- Temporary Assistance to Needy Families (TANF)
- Supplemental Security Income for the Aged, Blind, and Disabled (SSI)
- Social Security Old Age, Survivors, and Disability Insurance (OASDI)
- Medicaid and Medicare
- State Children's Health Insurance Program (CHIP)
- Title 20 Social Services
- Unemployment Insurance
- Need-based Federal Student Financial Aid

Do AmeriCorps benefits count as income in determining eligibility for other federal government benefits?

The answer depends upon the federal benefits program in question. The National and Community Service Act of 1990 (NCSA) provides that allowances, earnings, and payments to participants in AmeriCorps programs "shall not be considered income for the purposes of determining eligibility for and the amount of income transfer and in-kind aid furnished under any federal or federally assisted program based on need, other than as provided under the Social Security Act."

The Heroes Earning Assistance and Relief Tax Act of 2008 provided that AmeriCorps benefits, including the living allowance, health insurance, childcare, and the education award (and related interest payments) are excluded from countable income for determining eligibility for Supplemental Security Income (SSI).

Therefore, if the benefits program is federally-funded and is based on need, and is not provided under the Social Security Act (other than SSI), AmeriCorps State and National benefits should not affect an AmeriCorps member's eligibility for such assistance. Examples include Food Stamps, Pell Grants, HUD housing programs, and VA benefits.

If, on the other hand, the benefits program is not federally-funded, not need-based, or is provided under the Social Security Act (other than SSI); the member's eligibility for those benefits might be affected. The member should contact the relevant state or federal agency responsible for the program in question, or the state commission, to get a determination. Examples of benefits that might be affected by AmeriCorps benefits are Temporary Aid for Needy Families (TANF), Medicaid, Medicare, and SSDI.

### **3.7 Supplemental Nutrition Assistance Program (SNAP)**

AmeriCorps members may be eligible to receive SNAP benefits. When applying, it is important to know the impact of serving as an AmeriCorps State and National member on food stamp eligibility.

AmeriCorps State and National programs were authorized by the National and Community Service Act of 1990 (NCSA), 42 U.S.C. § 12501 et seq. The NCSA states that allowances, earnings, and payments to participants in AmeriCorps programs "shall not be considered income for the purposes of determining eligibility for and the amount of income transfer and in-kind aid furnished under any Federal or federally-assisted program based on need, other than as provided in the Social Security Act." 42 U.S.C. § 12637(d). Based on this language, the USDA issued an opinion in 2001 stating that AmeriCorps State and National benefits are excluded from income for food stamp purposes. Additionally, the Utah SNAP Policy Manual indicates that this amount is to be excluded

from Earned Income for the purpose for the purpose of calculating eligibility for benefits: Vol. 33 April 2017, Section 11.3: Earned Income, "(C) Exclude the total amount of living allowance [for] AmeriCorps State and National."

<https://dss.sc.gov/media/1468/snap-manual->



If you apply, please reach out to your Program Coordinator for support documentation that outlines what AmeriCorps is and the distinction of being an AmeriCorps member.

### **3.8 Workers' Compensation**

The program must either obtain Accidental, Death, and Dismemberment (AD&D) coverage for its members to cover in-service injury or accidents or insure its members under the organization's workers' compensation policy. For any questions contact the AmeriCorps Director.



### 3.9 Segal AmeriCorps Education Award

Upon successful completion of your service, you are eligible to receive an Education Award.

Term of Service Slot Type	Minimum # of Hours	Education Award
Full-time	1700	\$6,345.00
Reduced Full-time / Three Quarter-time	1200	\$4,441.50
Half-time	900	\$3,172.50
Reduced Half-time	675	\$2,417.14
Quarter-time	450	\$1,678.57
Minimum-time	300	\$1,342.86
Abbreviated time	100	\$357.08

The Education Award must be used in any one or a combination of the following ways:

1. Repay **Qualified** Student Loans

**Qualified Student Loans are defined as those backed by the federal government** under Title IV of the Higher Education Act (except PLUS loans to parents of students) or under Title VII or VIII of the Public Health Service Act. A member may also use their award to repay a student loan made by a state agency, including state institutions of higher education.

The Education Award may not be used to repay any other type of loan, even if it was obtained for educational purposes.

2. Pay Current Educational Expenses at a Qualified School

Current educational expenses are defined under 42 U.S.C. § 12604(c) and includes: a) "cost of attendance" for a degree or certificate-granting program of study at a qualified school; or b) educational expenses for non-degree courses offered by qualified schools, such as continuing education courses.

3. Pay Current Educational Expenses While in an Approved School-to-Work Program

Current educational expenses that were incurred after becoming an AmeriCorps member based on a) "cost of attendance" for a degree or certificate-granting program of study at a qualified school; or b) educational expenses for non-degree courses offered by qualified schools, such as continuing education courses.

For more information on using your Education Award

<https://www.nationalservice.gov/Programs/ameriCorps/segal-ameriCorps-education-award>

## Education Award Tax Information

Education Awards are taxable income in the calendar year in which they are used. The member will receive a Form 1099, which includes payments made on the interest accrued during service to be used in preparing income tax return. Check with a tax professional to determine if these benefits are subject to state income taxes.

More information on tax implications can be found here

[http://www.nationalservice.gov/Programs/amicorps/alumni/segal-amicorps-education-award/tax-implications-education-award](http://www.nationalservice.gov/Programs/americorps/alumni/segal-amicorps-education-award/tax-implications-education-award)

## Education Award Transfers

The Serve America Act now allows for the transfer of AmeriCorps education awards to eligible children or grandchildren under certain circumstances. To transfer an award, an individual must:

1. have earned an education award by successful completion of an AmeriCorps program;
2. have been at least 55 years of age before beginning the term of service for which the award is attached;
3. have begun this term of service on or after October 1, 2009;
4. transfer the award before the expiration date;
5. designate all or a portion of the unused award for the transfer; and
6. complete the required paperwork authorizing the transfer, which includes providing information and certifying eligibility to make the transfer.

For more information on award transfers, see

<https://www.nationalservice.gov/Programs/amicorps/alumni-resources/transfer-your-education-award>

## Education Award FAQs

NOTE: AmeriCorps Educational Awards are awarded for domestic (United States) educational institutions and expenses only as outlined by AmeriCorps.

**What do I need to do to earn the education award?** You must satisfactorily complete the minimum hours of your term of service, as outlined by your Member Service Agreement within the stipulated time frame.

**What is the amount of the award I will receive?** The amount of the education award depends on the completion of your term of service.

**What are compelling personal reasons that warrant an early exit?** Mostly, they are life-altering events that are beyond a member's control. Examples of circumstances that might be considered are serious illness/injury to the member, the death of an immediate family member, military deployment, or early closing of the member's project. Leaving the program to take a "real job" does not constitute a compelling personal reason.

## FAQ

**What is the process for receiving an education award?** AmeriCorps utilizes an online payment system for educational awards. After you have completed your service and received notification of the availability of your award, you can begin to use your education award. You will need to create an account or log in to the My AmeriCorps portal (<https://my.americorps.gov/mp/login.do>) to make requests electronically to pay qualified loans or educational institutions. For more information, go to [https://www.nationalservice.gov/Programs/american-corps-education-award](https://www.nationalservice.gov/Programs/americorps/segal-american-corps-education-award).

**How may I use the award?** You can divide up your award and use it any way you want, as long as it is used to repay qualified existing or future student loans; pay all or part of the cost of attending a qualified institution of higher education; and/or pay expenses incurred while participating in an approved school-to-work program, as defined by the Departments of Education and Labor. The award can be used to help pay several qualified loans or to pay the costs of attendance at several educational institutions, or pay for a combination of loans and schools.

**May I transfer my education award to another individual?** The Serve America Act now allows for the transfer of AmeriCorps education awards under certain conditions. To transfer an award, an individual must: (1) have earned an education award by successful completion of an AmeriCorps program; (2) have been at least 55 years of age before beginning the term of service for which the award is attached; (3) have begun this term of service on or after October 1, 2009; (4) transfer the award before the expiration date; (5) designate all or a portion of the unused award for the transfer; and (5) complete the required paperwork authorizing the transfer, which includes providing information and certifying eligibility to make the transfer.

**How long do I have to use the award?** The education award must be used within seven years of the date of completion of your service. You may apply for an extension before the end of the seven-year period if you perform another term of service in an approved AmeriCorps position or if you were unavoidably prevented from using the award.

**What kinds of schools can I attend using the award? What kinds of loans can I pay off?** You may attend an institution of higher education (including certain vocational programs) as defined in section 481a of the Higher Education Act of 1965, as amended. This includes most institutions of higher education (including graduate and professional programs) as well as some vocational schools. If in doubt, you should check with the institution before making definite plans. The institution's financial aid office will know if they meet this requirement. Before you enroll in a school abroad, you should check to see if the school qualifies. To confirm if a particular school is eligible, you may search the Title IV database at <http://www.finaid.org/fafsa/tiv.phtml> or contact potential schools directly.

**What does "a qualified student loan" mean exactly?** A qualified student loan means any loan made, insured, or guaranteed pursuant to Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et seq.), other than a loan made to a parent of a student pursuant to section 428B of the Act; and any loan made pursuant to Title VII or VIII of the Public Service Health Act (42 U.S.C. 292a et seq.). If you are unsure whether the school or the loan qualifies, ask the school or lender. Get written confirmation if there is any question.

**Will the education award affect my eligibility for other student financial aid?** The education award will not be taken into account in determining eligibility for any Federal student aid. The Corporation has no jurisdiction over whether state or private universities or private scholarship funds will take it into consideration in determining eligibility for institutional aid; however, the Corporation has requested that institutions not do so.

**If I have already paid for some education expenses myself, can the check be sent to me?** By law, the Trust can only send checks to qualified schools and loan holders. Checks cannot be sent to others, such as landlords, parents, or mortgage companies. However, your school can reimburse you for expenses included in the "cost of attendance" that you paid for yourself. See your financial aid office for more information on how they handle reimbursements.

**What expenses are considered part of the "cost of attending" a school?** The Department of Education has defined the term "costs of attendance" to mean tuition, normal fees, and required material, equipment, and supplies. In addition, each educational institution establishes allowances for room and board, books, supplies, transportation, and miscellaneous personal expenses. These expenses are included in the cost of attendance. See your school's financial aid office for the expenses covered in the cost of attendance.

**What happens if I withdraw from the school or fail to complete the period of enrollment for which the award has been used?** The school must have a fair and equitable refund policy that complies with the Higher Education Act of 1965, as amended. If there is any refund owed and returned to the Corporation, the amount will be credited to your "account" in the Trust and can be used by you, within the seven-year period.

**Is an AmeriCorps participant who does not complete an originally-approved term of service eligible to receive a prorated education award?**

### **Compelling Personal Circumstances**

An AmeriCorps program may release a participant upon a determination that the participant cannot complete the term of service because of compelling personal circumstances if the participant has otherwise performed satisfactorily and has completed at least 15 percent of the agreed term of service. A participant who is released for compelling personal circumstances and who completes at least 15 percent of the required term of service is eligible for a prorated education award.

### **Release for Cause**

A release for cause encompasses any circumstances other than compelling personal circumstances that warrant an individual's release from completing a term of service. These could include anything from disciplinary removals pursuant to the program's contract with the member to the member's decision to leave for any reason that is not a compelling personal circumstance. The term "for cause" does not necessarily have the same meaning as under traditional employment law. Any reason for leaving other than compelling personal circumstances is for cause under the National and Community Service Act of 1990 as amended. AmeriCorps programs must release for cause any participant who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.

A participant who is released prior to completing the originally-approved term of service for cause is not eligible for any portion of an education award.

Refer to Section 4.15 for more details on Compelling Personal Circumstances and Release for Cause.

### **3.10 Family Medical Leave Act**

The Family and Medical Leave Act (FMLA) requires that certain employers grant certain employees up to a total of 12 work weeks of unpaid leave during any 12-month period for any one of a number of reasons, including a medical leave when the employee is unable to work because of a serious health condition. Although AmeriCorps members are not employees, they can receive FMLA protections, as long as certain conditions are met: the member must have served in AmeriCorps for at least 1,250 hours and 12 months.

Four allowable reasons for Family and Medical Leave are:

- For the birth of a child and to care for the newborn
- For placement with a member of a child for adoption or foster care
- To care for a spouse, son, daughter or parent with a serious health condition
- Because of a serious health condition that makes the member unable to perform the basic function of the job.

This leave may be taken on an intermittent basis. members are not eligible to receive living stipend payments when zero hours are served in a pay period.

However, if these requirements are not met, a program Coordinator has the flexibility to grant leave when appropriate. For example, if a member is pregnant and her health is not good, the program might permit her to go on temporary leave rather than suspend the member to continue her benefits.

It should be noted that the period of any absence of a participant from a service position pursuant to the FMLA is not counted toward the completion of the term of service of the participant.

### **3.11 Public Service Loan Forgiveness Program**

This information is meant to be used as an overview of one debt-relief option. Each circumstance is unique and must be considered individually.

The Public Service Loan Forgiveness Program (PSLF) allows eligible borrowers to cancel the remaining balance of their Direct loans after serving a public service organization for at least ten years while making 120 qualifying monthly payments after October 1, 2007. Canceled debt will not be considered as income for tax purposes.

To be eligible, the member must:

1. Have Eligible Loan Types (Direct Loan Program loans)
2. Make 120 Qualifying Payments
3. Make Payments Under an Eligible Repayment Plan
4. Maintain Full-Time Employment Status
5. Work for a Qualifying Public Service Organization or serve as a Full-Time (1700 hour) AmeriCorps Member peach corps volunteer

1. Have Eligible Loan Types (Direct Loan Program loans)
2. Make 120 Qualifying Payments
3. Make Payments Under an Eligible Repayment Plan
4. Maintain Full-Time Employment Status
5. Work for a Qualifying Public Service Organization or serve as a Full-Time (1700 hour) AmeriCorps Member or Peace Corps Volunteer

AmeriCorps members wishing to enroll in the PSLF should not put their loans in Forbearance and instead should make Income-Based Repayments during their term of service. Most IBR plans for AmeriCorps members have a very small payment, if any. The benefits and consequences of this plan should be carefully considered prior to enrolling.

For Complete information visit:

<https://americorps.gov/members-volunteers/segal-americorps-education-award/find-out-more>

<https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/public-service>

# Administrative Policies

## Section 4 – Administrative Policies

### 4.1 Attendance

Members are expected to serve the minimum number of service hours within a living allowance payment period, as outlined in the Member Service Agreement. Regular attendance is an essential aspect of every position. The program expects member to be on time and at their service site every scheduled day. When a member cannot avoid being late or are unable to serve as expected, they should notify their Site Supervisor.

Poor attendance is characterized by unacceptable patterns of absences, excessive time off, or tardiness. The AmeriCorps Program Coordinator reviews a member's attendance record regularly, and one's attendance record can affect eligibility. Those who have poor attendance, are frequently

frequently late to service, abuse breaks and meal periods, or have unapproved absences may be placed on a disciplinary contract. They may also be suspended and/or released from the program. If a member does not serve the minimum hours per timesheet period outlined in the Member Service Agreement, the living allowance may be withheld by the program until expectations outlined in the member performance improvement plan have been met.

AmeriCorps members do not receive paid sick or vacation time. Any vacation or time-off leave requests must be approved by the Site Supervisor and forwarded to the AmeriCorps Program Coordinator [famc@communityactionuc.org](mailto:famc@communityactionuc.org)

### 4.2 Time Off

AmeriCorps members will not earn hours towards completing their AmeriCorps term of service while taking time off. Members must also notify the Site Supervisor if they will not report to their service site due to illness. Members are responsible for making up time lost from leave or illness to achieve their service hours.

Labor Day	September 6, 2021
Veterans Day	November 11, 2021
Thanksgiving Day	November 24, 2021
After Thanksgiving	November 25, 2021
Christmas Eve	December 24, 2021
Christmas Day	December 25, 2021
After Christmas	December 27&28, 2021
New Year's Day	January 3, 2022
President's Day	February 21, 2022
Confederate Memorial Day	May 10, 2022
National Memorial Day	May 30, 2022



## Requesting and Using Time Off

- Members who cannot report to service must call the Site Supervisor at least one hour before.
- Members are not guaranteed time-off leave as part of their AmeriCorps term of service.
- Members may submit a Time-Off Request Form to the Site Supervisor for approval. At the discretion of the Site Supervisor to approve or deny time-off requests.
- The Site Supervisor will consider factors such as a member's progress towards completing their service hours and the potential impact the member's absence will have on program operations when determining whether or not to approve time off. Other family members, friends, or relatives should not contact the program in place of the member unless there are emergency or exigent circumstances.
- A member must contact the Program Coordinator each day an absence occurs unless the member is on a pre-approved leave of absence.
- Members who are out sick for three or more days in a time sheet period must provide a doctor's note to the Program Coordinator upon their return to service. This note will be filed in the member's confidential file. If a doctor's note is not provided, the program reserves the right to treat the incident as an unexcused absence and implement appropriate corrective action.

If a member is out sick or has a planned sick leave absence for more than one week, the member should speak to their AmeriCorps Program Coordinator to discuss the option of suspending their term until they have made a full recovery.

Generally, the Reserve Components of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard, and the Air National Guard require reservists to serve one weekend a month (inactive duty/Drill) plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, grantees should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties.

If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Grantees should continue to pay 16 the living allowance and provide health care and childcare coverage for the two-week period of active duty. Grantees should credit members for AmeriCorps service hours during their two weeks of active duty in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours he or she would have served during that period had there been no interruption.

*For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service in the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves. Members may not receive AmeriCorps service hours for additional Reserves-related service beyond the two-week active duty service.*

No AmeriCorps service credit is earned for the once-a-month weekend (inactive duty/Drill) service in the Reserves. Reservists in the U.S. Armed Forces receive compensation for their mandatory two-week so active duty service. The compensation regulations governing the Army and Air National Guard may vary by state



## 4.4 Medical Visits

Members are encouraged to schedule doctor, dental, vision, or other medical appointments with the Program Coordinator at least two weeks before the medical visit. Medical visits will not be approved unless a medical emergency occurs if the member provides less than three days advance notice. Members should request time off for medical appointments by notifying the Site Supervisor three days prior to the appointment.

Unless adequate documentation can be provided that outlines an additional need for travel, diagnosis, or treatment, the program will only approve up to four hours of leave time for medical visits.

Members are required to provide proof of their medical visit by providing a doctor's note upon their return to service. If the member does not provide a doctor's note, the program reserves the right to treat the visit as an unexcused absence and implement appropriate corrective action.

## 4.4 Member Service Hours and Timesheets

AmeriCorps and the UT Service Commission ensure taxpayer dollars are being used to serve the community by monitoring member hours. When an organization is selected to host an AmeriCorps program, the organization agrees that the taxpayer dollars will be used to facilitate a certain number of service hours in a target community. If an AmeriCorps program/member does not accurately document the number of hours and the service activities performed daily, AmeriCorps and the UT Commission have no way of knowing whether or not the program is fulfilling its promise of providing service to the community.

The following can occur if member hours/activities are not adequately documented.

- AmeriCorps can require the program to reimburse the agency for any funds used to support the member during the undocumented time. (i.e., member living allowance, FICA, health insurance, program support costs).
- AmeriCorps can require the program to reimburse any member education awards that were granted without proper documentation.
- Members who were granted education awards without the proper documentation can have those education awards revoked.
- The program can be defunded in the following year.

### Program Timekeeping Procedures

Attendance is documented through a series of webinar registration confirmations, client service confirmation signatures, and/or webinar session recordings alongside the America Learns system. Members are required to document daily activities through the aforementioned documentation sources and enter their service time into the IPT system weekly.

Member timekeeping records should correspond with one another to accurately account for direct services provided. Members are required to include a minimum break of 15 minutes when serving more than 6 consecutive hours of direct service.

Direct service is classified as time spent completing activities outlined in the Member position description, team meetings, professional development, and participation in MLK Day of Service. Additional service under direct service on your timesheet is classified as time spent completing independent community service projects that are approved by the Site Supervisor and Food and More Corps - AmeriCorps Program Coordinator via the Outside Service Form (see section below).

Site supervisors will complete the initial approval of the timesheets based on the documentation sources. If there is a discrepancy, then the site supervisor will return the timesheet to the member to make the necessary adjustments. The Food and More Corps - AmeriCorps Program Coordinator will have final approval of the submitted timesheets. If there are any questions or a discrepancy, the Food and More Corps - AmeriCorps Program Coordinator will return the timesheet to the member to confer with the Site Supervisor to make the necessary adjustments.

**It is imperative that members keep up with their service hours and complete timesheets on time. Late reporting is not acceptable and will result in a written warning. Multiple warnings and not meeting service hours may result in member termination.**

## **Completing Time Sheets**

Members should report their hours served in the IPT system at the end of each day that they actively served. Each IPT time sheet should be submitted to your site supervisor for approval by 5:00 pm each Friday for a weekly submission.

### Categories on the Timesheets

Members will report hours each day in one of the following categories on the time sheet.

#### **Direct Service**

“Direct Service – HIPPY Parent Educator” includes:

- Providing or coordinating home visitations.
- Providing or conducting lesson planning activities for delivering the HIPPY curriculum or other evidence-based models.
- Activities related to managing client caseloads associated with parent education.
- Data collection or reporting associated with parent education.

“Direct Service – Family and Community Engagement” includes:

- Planning, coordinating, or conducting community outreach, engagement, or educational activities.
- Developing outreach materials.
- Identifying additional community partnerships.
- Analyzing community survey data.
- Data collection or reporting associated with outreach activities.
- Providing goal setting, referrals, and follow-up services to families
- Maintaining client records
- Facilitating workgroup sessions

“Direct Service- Member Experience” includes:

- Planning, coordinating, or conducting Member training or development activities and/or events Mentoring current Members.
- Planning, coordinating, or implementing Member service activities and meetings.
- Data collection or reporting associated with the AmeriCorps project.

“Direct Service”- Outsides Service (Verification Form Required)” includes:

- Community Service events that do not directly relate to the Member position description, which will require the Outside Service Form. (see Outside Service Hours section)

“Direct Service”- MLK National Service” includes:

- National Day of Service- MLK National Service
- Volunteer Training
- MLK Service Brain storming meetings
- Connecting with local centers to participate

### Education and Training

Members should try not to exceed 20% of service time with education and training activities.

If the education and training category is selected, the Member must provide a brief description of the activities performed in the comments section next to the category. Education and training activities include but are not limited:

- Member Orientation
- IPT Timekeeping Training
- Formal Departmental (service role) training
- Trainings provided by UServe Utah Commission if applicable
- Life AFTER AmeriCorps Member Wellness and Development Team meetings
- Mindfulness March Wellness Seminars

**Outside Service Hours** - The Site Supervisor and Program Coordinator must approve any member-requested service activities that fall outside of a member's position description or typical day-to-day functions to ensure the outside organization is a suitable fit to benefit from an AmeriCorps member and the proposed activities are allowable. Members are required to receive Site Supervisor approval for outside service activities 3 days prior to the service. If approved, the member must bring an "Outside Service Form" to the service site. A representative of the organization should sign the time log to verify that service was performed and that no prohibited activities occur during that time. The member must provide the signed Outside Service Form within the same pay period of the service activity to the Site Supervisor and forward it to the AmeriCorps Program Coordinator [famc@communityactionuc.org](mailto:famc@communityactionuc.org) prior to entering the direct service time in to the IPT timekeeping system.

## Teleservice

AmeriCorps members should provide service directly to the people and communities they serve rather than performing service remotely. Therefore, teleservice should be limited to certain situations. Teleservice—like all service—should have appropriate documentation, supervision and oversight.

A grantee may determine that teleservice is appropriate based on the situation (e.g., COVID-19 public health emergency) and type of service being delivered (e.g., tutoring via telephonic or video conference). Teleservice is appropriate only when the activity can be meaningfully supervised, and the hours verified independently.

First Steps AmeriCorps expects services to be rendered in-person, and approval for teleservice will be limited. Requests for teleservice should be emailed to the Site Supervisor 3 days prior for approval. Members are not allowed to complete teleservice activities for more than 3 consecutive days, unless approved by the Site Supervisor and AmeriCorps Program Coordinator. Check-ins with the Site Supervisor before and after the teleservice period to verify activities and service time are required.

In instances where the caregiver(s) refuse home visitation, then a HIPPIY Parent Educator is allowed to provide the virtual lesson in accordance to the HIPPIY National curriculum guidelines. Initial approval is required prior to the first virtual lesson. The HIPPIY coordinator will verify the consistency and quality of virtual services rendered during HIPPIY Parent Educator observations.

## 4.5 Dress Code

AmeriCorps members must dress professionally while serving and at service-related functions to promote the program's efficient, organized, and professional image.

AmeriCorps members are expected to present a clean and neat appearance and adhere to any additional dress code requirements of a facility when serving off-site.

**AmeriCorps members must wear a piece of gear that identifies the member as an AmeriCorps member at all times while serving. Gear may include items such as a button, nametag with logo, apparel with logo, cap, etc.**

The Program Coordinator will be happy to answer any questions AmeriCorps members may have regarding what constitutes appropriate attire for your position.

## **4.6 Member Safety**

Under the Provisions, the program must have appropriate safeguards in place to ensure the safety of members. It is the program's responsibility to ensure appropriate safeguards are in place to protect the safety of members.

Further, members should not participate in projects or undertake service activities that pose a significant safety risk. The physical safety of participants must be of paramount concern, and programs that do not take appropriate measures to protect the safety of participants will not be considered in future grant cycles. It should also be understood that members have the responsibility to take reasonable care for their own safety, and the safety of others, by complying with any reasonable instruction.

### **Communication and Reporting**

Members are to inform the program if any of the following apply:

- A member is hospitalized due to a service-related injury
- a police report is completed that involves a member
- a member needs to exit their term of service early due to an injury or an unsafe work environment
- a member files a formal grievance due to an unsafe work environment
- If a newsworthy story involves an AmeriCorps member (i.e., active shooters at a childcare center)

## **4.7 Jury Duty**

Members who are called to serve on jury duty are allowed to do so. Members must provide a copy of the jury duty summons to the Program Coordinator. Members will continue to earn service hours for the time spent serving as jurors and receive their living allowance, health care coverage, and, if applicable, childcare benefits. Members are also allowed to keep the jury duty pay they receive from the court.

## 4.8 Media and Publicity Policy

AmeriCorps and the AmeriCorps program work proactively to gain media attention on a national and local level to support recruitment, fundraising, and general outreach efforts. In the process, Food and More - AmeriCorps strives to generate publicity that emphasizes the importance of the transformational experience of participating in AmeriCorps and focuses positive attention on the beneficiaries that AmeriCorps members serve. As a result, members are often the subject of print and broadcast media. At the same time, as AmeriCorps grows in visibility and impact, individuals, organizations, and the press occasionally may approach members to obtain a statement that can then be shared in various formats, including news articles and press statements. The member should immediately contact the site supervisor and forward the notification to the AmeriCorps Program Coordinator [famc@communityactionuc.org](mailto:famc@communityactionuc.org) if approached by the press (including inquiries from college-based media) or any organization seeking an individual's input as an AmeriCorps member.

Food and More Corps - AmeriCorps and the Userve UT Service Commission frequently use photographs, film, videotape, and/or biographical information of members in publicity efforts, promotional materials, directories, and other similar projects. The member may appear in these materials without prior knowledge. However, both organizations will make a reasonable effort to secure permission to publish images, likeness, or other information, whenever feasible.

## 4.9 Computer Use and Communications

Producing, exchanging, and retrieving information electronically by taking advantage of computer technology presents valuable opportunities for the program. Members should not expect privacy concerning any communications performed by the member on any provided equipment, including computers, cellular telephones, smartphones, or other communication devices. The program reserves the right to inspect a member's computer, electronic mail, and other provided equipment at any time.

While members are encouraged to use this technology, its use carries essential responsibilities. They are expected to exhibit the same high ethical and business standards when using this technology as with any other service site communication resources.

Any activity that could damage the program's reputation or potentially put the member and/or the program at risk for legal proceedings by any party (such as defamatory or harassing communications or unfair competitive practices) is not permitted. Any communication that could be construed as an official response from the program or AmeriCorps is not allowed without prior approval. For instance, please remember that the message posted to a mailing list or newsgroup-or even send directly to one person outside the program-can end up on the screens of thousands of readers. Please use good judgment.

The use of information systems is a privilege extended that may be withdrawn at any time. Use of computer systems may be suspended immediately upon discovering a possible violation of this policy. Violation of this policy may result in disciplinary action up to and including termination.

### **What is a responsible use of computers and computer services?**

- Computers, computer systems, and electronic media equipment (including computer accounts, laptop computers, printers, networks, software, electronic mail, Internet, and World Wide Web access connections) at the program are provided for your use in conducting AmeriCorps business. (For example, the use of computer games is not business-related.) It is your responsibility to see that these information systems are used efficiently, ethically, and lawful.
- Fraudulent, harassing, threatening, discriminatory (ethnic, racial, gender, religious, etc.), sexually explicit, profane, or obscene messages and/or materials are not to be transmitted, printed, requested, nor stored. "Chain letters," solicitations, and other forms of non-program-related mass mailings are not permitted.
- Do not put a computer program on a program computer unless you have received prior approval from your supervisor or the Program Coordinator or Coordinator.
- It is required to use computer software only following the license agreement and required to use the provided anti-virus software.
- The member is responsible for protecting your passwords. Sharing user IDs, passwords, and account access codes or numbers is prohibited. An individual may be held accountable for the misuse that occurs through such unauthorized access. However, for the protection of the program, passwords protecting the program's documents must be shared with your immediate supervisor.
- The program provides an electronic mail system and network connections for internal and external business communication and data exchange. Although member passwords are required for access, these systems are not confidential, and no right to privacy exists. Use and access are monitored and tracked by management. Even though files, data, or messages may appear to be "deleted," procedures by the program to guard against data loss may preserve material for extended periods. Any questions regarding password usage or coordination should be directed to the supervisor.
- The member is not permitted to use encryption devices on the program's computer without express written authorization.
- Introducing or using software designed to destroy or corrupt the program's computer is prohibited and may be grounds for immediate termination.
- Communication of confidential, proprietary information is not to be shared outside the program (i.e., marketing information, development plans, technological development, etc.). If you have any questions in this regard, please contact the supervisor.



## 4.10 Approved Internet Use

Internet use is a privilege and may be withdrawn at any time.

No member should expect privacy concerning any internet use while performed on the program's systems (computers, cellular or smartphones, or other communication devices).

When using the internet, members are a representative of the program in the internet community. Please be aware of the dangers involved with the following actions and know that every individual will be held responsible for any consequences that occur as a result of them:

- A finite amount of data can travel across our network at any given time; downloading large files during business hours can compromise the entire system's performance. Before working with large files, please consider the impact files will have on all other network users.
- Any activity contrary to state or federal law, including distributing or obtaining copyrighted software or information without proper authorization from the copyright holder, is not permitted. All members using the Internet must respect all copyright issues regarding software, information, and attributions of authorship. For software, duplicating copyrighted software without proper licensing is not only illegal, but it also makes the member and the program liable for copyright infringement. If the member has unlicensed software on program equipment that has been provided, the member will be held accountable for the consequences. Likewise, if the member participates in the installation of licensed software on any unauthorized equipment, they will be held responsible for the results.
- Downloaded software may have viruses. Scan any programs with a virus detection program before executing them. If unsure about how to use virus detection software, please ask your supervisor for guidance.
- Any activity that could be construed as hostile to another company or institution is not permitted. An example of this is attempting to gain unauthorized access to another company's systems and/or information.

If further explanation and clarification of this policy are needed or there are questions, contact your Site Supervisor or Program Coordinator.

## 4.11 Social Media

"Personal Social Media Networking" is defined as social media networking that a member engages in on their time and on their own personal computer or cellular device. It can take many different forms, including internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, online journals and diaries, and music-sharing, to name just a few. Examples of social media platforms are LinkedIn, Facebook, Instagram, Wikipedia, YouTube, Twitter, Yelp, Tumblr, Flickr – the list is endless. Blogging includes personal newsletters not affiliated with the AmeriCorps program.

## Prohibitions and Guidelines

Members are authorized to post on the program's social media websites, but the postings must be appropriate and comply with all program and organizational policies. If a member is unsure whether a posting is inappropriate, the member should consult their Site Supervisor or AmeriCorps Program Coordinator [hinae@communityactionuc.org](mailto:hinae@communityactionuc.org)

AmeriCorps members are prohibited from engaging in personal social media networking while collecting service hours except on their breaks.

AmeriCorps members are not authorized and therefore restricted to speak on behalf of AmeriCorps or the AmeriCorps program.

The AmeriCorps program takes no position on a member's decision to start or maintain a blog or participate in other social networking activities outside of service. However, it is the right and duty of the AmeriCorps program to:

1. Require the member to refrain from making any comments pertaining directly or indirectly to the AmeriCorps program or its services, without disclosing that they are not speaking on behalf of AmeriCorps or the AmeriCorps program.
2. Protect itself from unauthorized disclosure of confidential information of the beneficiaries of the program. If you are uncertain whether the information is sensitive, you should consult your Site Supervisor.

Members must follow the program's harassment and discrimination, and confidentiality policies when engaging in personal social media networking, whether on or off-duty. However, nothing in this policy is meant to restrict members' ability to post positive or negative comments about their service conditions.

### 4.12 Mileage Reimbursement

Reimbursement options for members include:

- a) a mileage reimbursement by their placement site at the current federal reimbursement rate (\$0.56 per mile as of January 2021) for service-related travel (other than from the member's residence to their primary service site, or headquarters).

and/or

- b) access to drive placement site vehicles for service activities. Reimbursement will be based on travel costs when a member is inconvenienced by personal travel expense for business purposes. This would include mileage reimbursement for the miles using a personal vehicle for business activities. These activities will be identified and approved by the supervising organization and the member's supervisor prior to the use of the personal vehicle. This reimbursement will be done using the supervising organization's policies, procedures, and forms as appropriate. If the member is required to travel overnight for business purposes, any reimbursement will follow the supervising organization's policies and procedure.

## 4.13 Discipline Procedures

Members are expected to follow the program Code of Conduct and all policies and procedures. All members will be governed by the policies of the service site to which the member is assigned. If disciplinary action is warranted, it will be taken by program staff after consultation with the AmeriCorps member. While some incidents may be so severe as to warrant immediate termination from the program, a decision within the sole discretion of the Program Coordinator and/or management, most disciplinary action may be governed by the following procedure:

1. The Program Coordinator may issue a member a verbal warning; this verbal warning will also be documented in the member's file.
2. If no improvement is demonstrated, the member may receive a written warning documenting the problem and requesting a change in his/her performance.
3. Should problems persist, a three-way meeting may be scheduled between the member, Program Coordinator, and Site Supervisor to discuss the issue. A written disciplinary contract to remedy the situation may be devised and implemented immediately. The member may be placed on probation per conditions specified in the action plan.
4. A follow-up review by the Program Coordinator may occur at a mutually agreeable time to assess whether or not any progress has been made. If the problem continues at the time of, or after this meeting, the member may be suspended without a living allowance or terminated. Should there be a termination, the program will not provide a pro-rated education award.

Depending on the severity of the offense, the program retains the right to skip any step in the disciplinary process and move the member straight to suspension or termination.

If a member feels that disciplinary action taken is not justified, they may appeal through the program's grievance procedure located in Section 4.14.

### Minor Disciplinary Actions

If a member is suspended, the period of suspension does not count toward a member's required service hours. Further, members suspended for minor disciplinary reasons and serve zero hours during a living allowance distribution period may not receive a living allowance for the suspension period. A member must not assume reinstatement after a suspension.

If necessary for improvements in member performance or attendance, the program may withhold the living allowance and/or impose a performance improvement plan for minor disciplinary problems consistent with the Member Service Agreement.

## **4.14 Grievance Procedures**

Refer to the Food and More Corps AmeriCorps Grievance Procedures provided with the Member Service Agreement.

This Grievance Procedure will be used to resolve disputes concerning the member's suspension, dismissal, service evaluation, or proposed service assignment.

As a participant of the program, the member understands that they have a right to file a grievance in accordance with the program's grievance procedures.

An overview of the Grievance Procedure Timeline is provided below.

# Grievance Timeline

## Event Occurs

In general, disputes must pertain to service-related issues, such as a proposed service agreement, a mid-term or end-of-term evaluation, unfair treatment, or an AmeriCorps member's suspension or dismissal.

### Step One: Pre-Complaint Process (Templates A-D)

**Event + 30 Days**  
Deadline for Member to Submit Pre-Complaint.

**Event + 45 Days**  
Deadline for Program and Member to have conversed regarding issue and for Program to Provide Resolution email.

### Step Two: Alternative Dispute Resolution (Templates E-I)

**Event + 60 Days**  
Deadline for Member to request ADR.  
Program will email the request to the Senior Program Officer within 3 days.

**Event + 68 Days**  
Senior Program Officer emails Member and Program to schedule a time for a guided conversation.

**Event + 85 Days**  
Deadline for guided conversation to take place.

**Event + 90 Days**  
Deadline for Step Two Resolution.  
Timeline for resolutions will be stated in letter and enforced accordingly.  
Commission Staff will provide a statement stating whether the complaint meets the minimally adequate standards to proceed to a Formal Hearing.

### Step Three: Formal Grievance Hearing (Templates J-Q)

**Event + 365 Days**  
**REQUEST DATE:**  
Deadline for member to File Request for Formal Grievance by submitting.  
However, formal Grievance. Within 120 days is preferred.  
Documents from Stages One and Two are inadmissible.

**Request + 2 Days**  
Commission will send email to Member and Program with 3 timeframes.

**Request + 4 Days**  
Parties have 2 business days to respond.  
Upon responses, Commission will set date and time for hearing.

**5 Days Prior to Hearing**  
Deadline for Program to submit Pre-Hearing Tool, Evidence and Witness Lists to SCSC.

**4 Days Prior to Hearing**  
SCSC will disseminate Program materials submitted to member.

**Request + 30 Days**  
**HEARING DATE:**  
Deadline for holding the hearing.

**Request + 60 Days**  
Deadline for written Resolution.  
Timeline for resolutions will be stated in letter and enforced accordingly.

### Step Four: Binding Arbitration (Templates R-T)

**Hearing Resolution + 30 Days**  
**REQUEST DATE:**  
Deadline for either party to request binding arbitration.  
SCSC will send an email to both parties within 2 days receipt of a request.

**Request + 15 Days**  
Deadline to select a mutually agreeable arbitrator, or one will be appointed.

**Request + 45 Days**  
**ARBITRATION DATE:**  
Deadline for Arbitration to occur.

**Arbitration + 30 days**  
Deadline for written Resolution.  
Timeline for resolutions will be stated in letter and enforced accordingly.

#### NOTES:

**For the best interest of all parties involved, the Commission strongly recommends that next steps are taken as soon as possible for a quick resolution.**

This timeline illustrates the maximum time that can occur between each step – amassing to a total of 530 days.

## 4.15 Release from Term of Service

An AmeriCorps program may release a participant from completing a term of service for compelling personal circumstances, as determined by the program, or for cause.

- (1) Release for compelling personal circumstances.
  - (a) An AmeriCorps program may release a participant upon a determination by the program, consistent with the criteria listed in paragraphs (1)(d) and (1)(e) of this section, that the participant is unable to complete the term of service because of compelling personal circumstances, if the participant has otherwise performed satisfactorily and has completed at least fifteen percent of the agreed term of service.
  - (b) A participant who is released for compelling personal circumstances and who completes at least 15 percent of the required term of service is eligible for a pro-rated education award.
  - (c) The program must document the basis for any determination that compelling personal circumstances prevent a participant from completing a term of service. It is the responsibility of the member to secure documentation requested by the program.
  - (d) Compelling personal circumstances include:
    - (i) Those that are beyond the participant's control, such as, but not limited to:
      - (A) A participant's disability or serious illness;
      - (B) Disability, serious illness, or death of a participant's family member if this makes completing a term unreasonably difficult or impossible; or
      - (C) Conditions attributable to the program or otherwise unforeseeable and beyond the participant's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible; or
- (2) Pregnancy and/or childbirth if the member is unable to complete the term of service. The member might also qualify under the Family Medical Leave Act, if the member is covered, or the program could suspend the member so that the member can return some time in the future (by Oct. 6<sup>th</sup> of the current Program year) to complete the term of service.
- (3) Those that the Corporation, has for public policy reasons, determined as such, including:
  - (a) Military service obligations;
  - (b) Applicability of welfare to work; or
  - (c) Acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives and performance measures, the promotion of employment among its participants.



- (e) Compelling personal circumstances do not include leaving a program:
    - (i) To enroll in school;
    - (ii) To obtain employment, other than in moving from welfare to work or in leaving a program that includes in its approved objectives and performance measures, the promotion of employment among its participants; or
    - (iii) Because of dissatisfaction with the program.
  - (f) As an alternative to releasing a participant, an AmeriCorps program may, after determining that compelling personal circumstances exist, suspend the participant's term of service until October 6<sup>th</sup> of the current program year to allow the participant to complete service with the same AmeriCorps program at a later time.
- (2) Release for cause.
- (a) A release for cause encompasses any circumstances other than compelling personal circumstances that warrant an individual's release from completing a term of service.
  - (b) AmeriCorps programs must release for cause any participant who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.
  - (c) A participant who is released for cause may not receive any portion of the AmeriCorps education award or any other payment from the National Service Trust.
  - (d) An individual who is released for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the individual for an education award, regardless of whether the individual completes a term of service.
  - (e) An AmeriCorps participant released for cause may contest the program's decision by filing a grievance. Pending the resolution of a grievance procedure filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is considered to be suspended. For this type of grievance, a program may not—while the grievance is pending or as part of its resolution—provide a participant with federally-funded benefits (including payments from the National Service Trust) beyond those attributable to service actually performed, without the program receiving written approval from the Corporation.
- (3) (f) An individual's eligibility for a subsequent term of service in AmeriCorps will not be affected by release for cause from a prior term of service so long as the individual received a satisfactory end-of-term performance review as described in
- (a) 2522.220(c)(2) for the period served in the first term.
- (4) (g) Except as provided in paragraph (5) of this section, a term of service from which an individual is released for cause counts as one of the terms of service described in
- (a) 2522.235 for which an individual may receive the benefits described in §§2522.240 through 2522.250.



- (3) Suspended service.
- (a) A program must suspend the service of an individual who faces an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance.
  - (b) A program must suspend the service of an individual who is convicted of possession of a controlled substance.
  - (c) An individual may not receive a living allowance or other benefits, and may not accrue service hours, during a period of suspension under this provision.
- (4) Reinstatement.
- (a) A program may reinstate an individual whose service was suspended under paragraph (3)(a) of this section if the individual is found not guilty or if the charge is dismissed.
  - (b) A program may reinstate an individual whose service was suspended under paragraph (3)(b) of this section only if the individual demonstrates the following:
    - (i) For an individual who has been convicted of a first offense of the possession of a controlled substance, the individual must have enrolled in a drug rehabilitation program;
    - (ii) For an individual who has been convicted for more than one offense of the possession of a controlled substance, the individual must have successfully completed a drug rehabilitation program.

Note: When a member is suspended from service, and then reinstated by the program, the maximum number of days the member has to complete his or her term of service is extended by the length of the suspension. E.g., In most cases, the maximum amount of time a member has to complete a term of service is 365 days. If a member is suspended for 30 days and then reinstated by the program, that member would have 395 days from their official enrollment date to complete their term of service.

(5) Release prior to serving 15 percent of a term of service. If a participant is released for reasons other than misconduct prior to completing 15 percent of a term of service, the term will not be considered one of the terms of service described in §2522.220(b) for which an individual may receive the benefits described in §§2522.240 through 2522.250

[64 FR 37413, July 12, 1999, as amended at 73 FR 53752, Sept. 17, 2008]

## 4.16 Required Disclosure of Prior Release for Cause

Any individual released for cause who after that applies to serve in an AmeriCorps program must disclose the fact that they were released for cause to the program to which the individual is applying. Failure to disclose that the individual was released for cause from another AmeriCorps program will make the individual ineligible to receive the AmeriCorps education award.

## 4.17 Term Limits

1. General limitation. An individual may receive the benefits described in §2522.240 through §2522.250 for no more than four terms of service in an AmeriCorps State and National program, regardless of whether those terms were served on full-, part-, or reduced part-time basis. Regardless of the combination of terms served, AmeriCorps participants can not earn more than the aggregate value of two full time (1700 hour) education awards. Members who have already earned the equivalent value of two education awards may continue to serve and receive other AmeriCorps State and National benefits as long as they have not served more than four terms.
2. Early release. Except as provided in paragraph (3) of this section, a term of service from which an individual is released for compelling personal circumstances or for cause counts as one of the terms of service for which an individual may receive the benefits described in §2522.240 through §2522.250.

Release prior to serving 15 percent of the term. If a person is released for reasons other than misconduct prior to completing fifteen percent of a term of service, the term will not be considered one of the terms of service for which an individual may receive the benefits described.

# Acknowledgment of Policies

## Acknowledgment of Policies and Procedures

I, \_\_\_\_\_, have received a copy of Food and More Crops- AmeriCorps Member Handbook and Disclaimer. I acknowledge that I have received and read all policies and procedures included in the handbook. I certify that I understand and agree to abide by all the below identified policies and procedures.

(Initial next to each policy below)

### Section 1 Introduction and General Information

- 1.1 About AmeriCorps \_\_\_\_\_
- 1.2 AmeriCorps Pledge \_\_\_\_\_
- 1.3 The Member Handbook \_\_\_\_\_
- 1.4 Civil Rights / Equal Opportunity \_\_\_\_\_
- 1.5 Disability Inclusion \_\_\_\_\_
- 1.6 Drug and Tobacco-Free \_\_\_\_\_
- 1.7 Confidentiality Policy \_\_\_\_\_
- 1.8 National Service Criminal History Checks \_\_\_\_\_
- 1.9 Ethics and Conflicts of Interest \_\_\_\_\_
- 1.10 Reporting Noncompliance and Whistleblowing Policy \_\_\_\_\_

### Section 2 Member Guidelines

- 2.1 Expectations \_\_\_\_\_
- 2.2 AmeriCorps Messaging and Elevator Speech \_\_\_\_\_
- 2.3 Prohibited Activities \_\_\_\_\_
- 2.4 Unallowable Activities \_\_\_\_\_
- 2.5 Limited Activities \_\_\_\_\_
- 2.6 When a Member is Charged with a Crime \_\_\_\_\_

### Section 3 Benefits

- 3.1 Living Allowance \_\_\_\_\_
- 3.2 Rules Regarding Unemployment Benefits \_\_\_\_\_
- 3.3 Insurance \_\_\_\_\_
- 3.4 Child Care \_\_\_\_\_
- 3.5 Loan Forbearance \_\_\_\_\_
- 3.6 How Participating in AmeriCorps Could Affect Government Benefits \_\_\_\_\_
- 3.7 Supplemental Nutrition Assistance Program (SNAP) \_\_\_\_\_
- 3.8 Workers' Compensation or AD&D Insurance \_\_\_\_\_
- 3.9 Segal AmeriCorps Education Award \_\_\_\_\_
- 3.10 Family Medical Leave Act \_\_\_\_\_
- 3.11 Public Service Loan Forgiveness Program \_\_\_\_\_

**Section 4 Administrative policies**

- 4.1 Attendance \_\_\_\_\_
- 4.2 Time Off \_\_\_\_\_
- 4.3 Members Serving in the Armed Forces Reserves \_\_\_\_\_
- 4.4 Medical Visits \_\_\_\_\_
- 4.5 Member Service Hours and Timesheets \_\_\_\_\_
- 4.6 Dress Code \_\_\_\_\_
- 4.7 Member Safety \_\_\_\_\_
- 4.8 Jury Duty \_\_\_\_\_
- 4.9 Media and Publicity Policy \_\_\_\_\_
- 4.10 Computer Use and Communications \_\_\_\_\_
- 4.11 Approved Internet Use \_\_\_\_\_
- 4.12 Social Media \_\_\_\_\_
- 4.13 Mileage Reimbursement \_\_\_\_\_
- 4.14 Discipline Procedures \_\_\_\_\_
- 4.15 Grievance Procedures \_\_\_\_\_
- 4.16 Release from Term of Service \_\_\_\_\_
- 4.17 Required Disclosure of Prior Release for Cause \_\_\_\_\_
- 4.18 Term Limits \_\_\_\_\_

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AmeriCorps Member Name Printed \_\_\_\_\_

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AmeriCorps Member Signature _____	Date Signed _____
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