



## **Marshfield Clinic AmeriCorps Volunteer Wisconsin Host Site Application & Agreement 2017 - 2018**

Marshfield Clinic AmeriCorps Volunteer Wisconsin will place 45 full-time AmeriCorps members throughout Wisconsin to support the development of nonprofit organizational capacity to engage volunteers.

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**Applications due no later than 5:00 pm on April 7, 2017  
For more information contact:**

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1-800-782-8581, ext. 1-8403  
[blahnik.brian@marshfieldclinic.org](mailto:blahnik.brian@marshfieldclinic.org)

Shelly Kaiser, Health Educator  
1-800-782-8581, ext. 1-8406  
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### **Host Site Applicant Presentation - required of host site applicants.**

All applicants must listen to the host site applicant presentation by clicking on the link below. The presentation is pre-recorded and will last approximately 45 minutes. It is VERY important that the anticipated host site supervisor and/or a representative of the applicant organization listen and understand the requirements, scope of work and assurances of the application. Attendance is recorded. Any questions regarding the application can be sent in writing to [kaiser.shelly@marshfieldclinic.org](mailto:kaiser.shelly@marshfieldclinic.org)

**To listen now click here:**

<https://attendee.gotowebinar.com/recording/239500401641221890>

## **Introduction**

### **AmeriCorps**

At the national level, AmeriCorps engages more than 75,000 Americans in service each year at nonprofits, schools, community and faith-based groups and public agencies across the country. Since 1994, more than 1,000,000 AmeriCorps members have contributed more than 1.4 billion hours of service while tackling pressing problems and mobilizing 2.3 million of volunteers. AmeriCorps programs move communities forward and contribute to the overall development of individuals that serve as members. AmeriCorps places thousands of individuals into positions where they learn valuable work skills, earn money for education and develop an appreciation for citizenship.

Marshfield Clinic Center for Community Outreach has operated AmeriCorps programs in Wisconsin since 2000. Marshfield Clinic AmeriCorps programs have consistently been ranked in the top tier of AmeriCorps programs by Serve Wisconsin. Serve Wisconsin is federally funded by the Corporation for National and Community Service to operate AmeriCorps programs throughout Wisconsin. AmeriCorps is considered a domestic version of the Peace Corps in which each AmeriCorps member commits a year of intensive service to meet critical community needs.

### **Marshfield Clinic AmeriCorps Volunteer Wisconsin**

The Marshfield Clinic AmeriCorps Volunteer Wisconsin program is administered by Marshfield Clinic in partnership with the Nonprofit Center of Milwaukee. The program was developed on behalf of Volunteer Wisconsin, a coalition of local, regional and state organizations committed to serving as the state umbrella organization dedicated to volunteerism.

During the 2017-2018 program year, Marshfield Clinic AmeriCorps Volunteer Wisconsin will place 45 full-time AmeriCorps members to support the development of nonprofit organizational capacity to engage volunteers. Nonprofit organizations may apply to become an AmeriCorps host site by completing this application. Nonprofits that are selected are known as host sites and will be responsible for their own member recruitment with materials and guidance provided by Marshfield Clinic. Marshfield Clinic will verify member eligibility and process the necessary paperwork.

Staff from Marshfield Clinic and the Nonprofit Center of Milwaukee will provide training at AmeriCorps orientation in September to prepare members for their term of service. Host site supervisors will attend one day of this orientation to receive member management training and to begin development of the Member Service Plan. Topics at orientation will include administrative processing, member benefits, program rules and regulations, and intensive training in volunteer management practices.

After orientation, members will begin serving at their host site. Members will serve 35-40 hours per week, providing direct support to the development and management of the volunteer program at their host site. Members will receive a bi-weekly living allowance and health insurance. Upon successful completion of their term of service, members receive a \$5,815 education award.

Staff from Marshfield Clinic and the Nonprofit Center of Milwaukee will provide education, training and technical assistance throughout the term of service.

## Timeline

Term of service will be September 11, 2017 through August 31, 2018. Members must serve at least 1700 hours during the term of service.

### **April 7, 2017**

Host site applications submitted to Marshfield Clinic by 5:00 pm

### **April 14, 2017**

Approved host sites notified. Each approved site must participate in one of the webinars below before beginning recruitment:

Approved host sites – Required Host Site Webinar on member recruitment - CHOOSE ONE

- April 20 (11:30am – 12:30pm) – Host site webinar
- April 21 (2:30pm – 3:30pm) – Host site webinar

The purpose of these webinars will be to train and prepare the host sites for recruitment of the member and the supervision of the member. To make clear all responsibilities and duties as a host site and to be clear on dates, member commitments, pay, etc.

### **April 14, 2017**

Member recruitment begins following participation in mandatory host site webinar.

- The 45 available slots will be available on a first come first serve basis.
- To lock your position in you must submit your member application.
- No position is guaranteed to any host site until an application is submitted for processing.
- If the applicant drops out anytime during the process the position will be opened to all host sites for fulfillment on a first come first serve basis.

### **May 5, 2017**

Organizational Capacity Assessment emailed to all host site supervisors. An explanation of this simple assessment will be included in the email.

### **June 9, 2017**

Organizational Capacity Assessment due to Marshfield Clinic.

### **August 14, 2017**

Member recruitment deadline

- Application for selected AmeriCorps member must be submitted to Marshfield Clinic by 5:00pm.
- Applications for any remaining positions submitted after August 14<sup>th</sup> will not begin their term of service until after September 18, 2017 and will have a modified version of orientation including webinars and face to face.

### **August 18, 2017**

Applicants must have all paperwork completed and turned in by today for processing.

### **September 11-14, 2017**

Member orientation (mandatory)

- Wisconsin Lions Camp – Rosholt, WI (members only)

**September 12, 2017**

Host Site Supervisor orientation (mandatory)

- Wisconsin Lions Camp – Rosholt, WI (10:00 am – 5:00 pm) **NOTE: PLEASE do not ask to come late or leave early. This is the ONLY time we have with supervisors to train them for the entire year of service. IF YOU CANNOT ATTEND the entire training you must send a representative that can.**

**September 15, 2017 or Monday September 18, 2017**

Member start date at host site

- Members and Host Site Supervisors should coordinate time and location prior to orientation.

**September 30, 2017**

Host site cash payment of \$7,500 due.

**October 13, 2017**

Member Service Plan due to Marshfield Clinic

## **Member Benefits and Guidelines**

### **Members**

Members are enrolled for the purpose of supporting the development of nonprofit organizational capacity to engage volunteers. The nonprofit organization appoints a host site supervisor for the member. The host site is the physical location where the member has a desk, phone and internet access. The host site supervisor is an individual employed by the nonprofit organization that supervises the member. Member's primary responsibility will be the completion of the program goals as indicated in training and on the member service plan.

### **Term of Service**

Members must serve at least 1700 hours during the term of service, averaging 35-40 hours per week in most situations. Members may apply to serve up to four terms of service, although federal regulations allow a member to earn no more than the value of two full-time education awards.

### **Living Allowance**

Members receive a living allowance of approximately \$485.77 (gross pay/before taxes) every two weeks during their term of service. The net amount received is based upon the tax status of the individual. Marshfield Clinic manages the member payroll. Final payroll amount is stated at orientation.

### **Education Award**

Upon the successful completion of the term of service (1700 hours minimum), members receive a \$5,815 Segal AmeriCorps Education Award. Education awards can be used to pay educational expenses at qualified Title IV institutions of higher education, for educational training, or to repay qualified student loans (not private loans). Members have seven years to use their education awards. Any member 55 or older at the start of his or her term of service may transfer the education award to his or her children or grandchildren.

### **Loan Forbearance & Interest Accrual on Student Loans**

Members may apply to be exempt from paying on qualified student loans (not private loans) as well as not have to pay the interest that is accrued on those loans during the term of service as long as the member properly submits the request and successfully completes their term of service (1,700). If a member terminates their service (non-compelling) they will be responsible for interest accrued during the term of service. These systems are managed by the Corporation for National and Community Service.

### **Health Insurance and Childcare Benefits**

Members receive the option for health insurance (premiums paid by AmeriCorps program) and childcare assistance. The member must apply for childcare benefits and be approved by the management organization, GAP Solutions Inc. (GAPSI). Marshfield Clinic links the member to these benefits, but does not manage them.

### **Service Gear**

Service gear is provided to members. Members are required to wear their issued AmeriCorps name badge at all times while they are serving. Other service gear provided such as t-shirts or sweatshirts may be worn at the site's discretion.

### **Member Recruitment & Retention**

Members must be 19 years of age by September 11, 2017 AND have a high school diploma, certificate of General Education Development (GED), or High School Equivalency Diploma (HSED). Host site may require the member to hold a valid driver's license and pass a DMV check.

Host sites will be responsible for interviewing and selecting the AmeriCorps member(s) for submission to the program. All enrollment considerations will be non-partisan, non-political and non-discriminatory as established in Corporation for National and Community Service and Marshfield Clinic policies.

The host site supervisor will send Marshfield Clinic the completed AmeriCorps application of their selected applicant. Marshfield Clinic will review the applicant's information and perform criminal background checks and Division of Motor Vehicle (DMV) checks to determine eligibility to serve.

Member retention is critical to the overall success of Marshfield Clinic AmeriCorps Volunteer Wisconsin. Host sites should ensure that member applicants are aware of the necessary time and financial commitments involved in serving as an AmeriCorps member. Completion of the full term of service is a high priority for the member, host site and Marshfield Clinic.

### **Cash Payment**

Participating host sites are responsible for payment of \$7,500 per member to Marshfield Clinic Center for Community Outreach no later than September 30, 2017. If the host site loses or releases a member any time during the term of service, the host site is still required to complete the full payment. **There are no refunds for loss of member or services.** If multiple agencies share a member's cash match payment, ONE agency must assume responsibility for the invoice payment and designate this in this application. Sources should be non-federal unless permission is secured in writing and a copy is provided to the Marshfield Clinic staff. Sources should be non-federal unless permission is secured in writing and a copy is provided to the Marshfield Clinic staff.

### **Reimbursements**

Members who drive to/from any required Marshfield Clinic AmeriCorps Volunteer Wisconsin trainings will be reimbursed if at least one other member shares the ride and (s)he has an acceptable driving record. Geographic restrictions will be taken into consideration. Host sites that require members to drive their own vehicles for host site business may be required to reimburse mileage.

### **Replacement of Member**

Members may be replaced only if the host site selects and submits a new member application by November 17, 2017 AND if the current member had completed less than 510 hours. Recruitment of a replacement member will be the responsibility of the host site. A replacement member would need to be selected and processed by November 17, 2017. The replacement member must still complete a full 1,700 hours and will receive the \$485.77 bi-weekly living allowance during their term of service. Service term will begin on the designated start date through August 31, 2018.

### **Standards of Conduct (member)**

Member non-compliance means that the member is found to be violating the Member Participation Agreement of the AmeriCorps program. In a situation where a member is found to be non-compliant, the following steps will be taken:

1. First offense, an appropriate program official (AmeriCorps manager, host site supervisor or staff) will issue a verbal warning to the member (documented).
2. Second offense, an appropriate program official (AmeriCorps manager, host site supervisor or staff) will issue a performance improvement plan and reprimand the member.
3. Third offense, the member may be suspended (short-term) or released from term of service for cause. If suspension occurs it may be without compensation and the member will not receive an extension to their service year.

### **Standards of Conduct (host site)**

Host site non-compliance: Host site non-compliance means that the host site is found to be violating assurances, basic standards, rules or procedures of the AmeriCorps program. In a situation where a host site is found to be non-compliant the following steps will be taken:

1. Documented verbal notification of issue with steps for resolution.
2. Performance improvement plan for the site is written and agreed to.
3. Removal of site from program.

## Assurances

### Marshfield Clinic Center for Community Outreach will:

- Administer the program for members including enrollment, background checks, payroll, and service gear.
- Assist with the following benefits managed by a third party: childcare, health insurance, education award, loan forbearance, interest accrual.
- Provide ongoing education, training, technical assistance and other resources to members and host site supervisors.
- Host ongoing teleconference meetings and/or trainings for members and host site supervisors.
- Provide mileage reimbursement for trainings required by AmeriCorps program.

### Nonprofit organization/host site will:

- Appoint a host site supervisor to oversee the member on a daily basis. Host site supervisor must have experience managing employees. If the host site supervisor changes during the program year, notify Marshfield Clinic Center for Community Outreach at least 10 days prior.
- Complete and submit an Organizational Capacity Assessment.
- Complete and submit a Member Service Plan.
- Provide the member with dedicated office space, a computer with internet access, a dedicated telephone and office supplies by September 11, 2017.
- Support and enforce the rules, regulations and guidelines included in the Marshfield Clinic AmeriCorps Handbook.
- Hang AmeriCorps Host Site sign (provided) in front window or lobby/reception area.
- Support member in the recruitment of new volunteers, implementation of effective volunteer practices within your organization and training of volunteers.
- Support Marshfield Clinic data collection and survey requirements.
- Support the Marshfield Clinic AmeriCorps media guidelines for promotion of member's service and activities.
- Register on the Volunteer Wisconsin website (will be coordinated with member and host site supervisor if nonprofit is not yet registered).
- Provide the first cash payment of \$7,500 no later than September 30, 2017 to the Marshfield Clinic Center for Community Outreach. ***If the host site loses or releases a member any time for any reason during the term of service, the host site is still required to complete the full payment. There are no refunds.***

Members may be replaced only if the host site selects and submits a new member application by November 17, 2018 AND if the current member has completed less than 510 hours. Recruitment of a replacement member will be the responsibility of the host site. Replacement members must still complete 1,700 hours and will receive the \$485.77 bi-weekly living allowance, beginning on the designated start date.

- Provide mileage reimbursement to the member for travel required by the host site in accordance with the host site policy. Provide travel expectations and travel reimbursement policies to member prior to start date.
- Agree not to supplement the member living allowance with any cash payment.

- Agree not to employ a member outside of their AmeriCorps service without approval of the Marshfield Clinic AmeriCorps manager prior to enrollment.
- Support member participation in Marshfield Clinic activities based on member availability.
- Agree to abide by and enforce the appendix included in this application and agreement.

**Host site supervisor will:**

- Participate in required teleconferences and webinars identified in this application and in the program calendar.
- Attend the **ENTIRE** face to face orientation and training at Wisconsin Lions Camp, Tuesday, September 12, 2017, 10am – 5pm.
- Approve member service hours in the OnCorps reporting system on a weekly basis.
- Provide daily support to the member and meet at least once a week in a formal, face-to-face meeting to discuss status, progress of service, and completion of the Member Service Plan.
- Document member related issues and concerns and consult Marshfield Clinic staff regarding any significant issues, concerns, potential release from service, etc. NOTE: AmeriCorps members are not employees of the host site and cannot be released from service until all exiting/termination requirements are met. (see program handbook)
- Release member for trainings required by Marshfield Clinic.
- Complete a midterm and end of service evaluation of the member.
- Support and enforce the rules, regulations and guidelines included in the Marshfield Clinic AmeriCorps Handbook.
- Follow member exiting (termination) requirements.
- Provide the member time each day to complete program administrative requirements (OnCorps, email, reports, etc)

**AmeriCorps member will:**

- Fulfill activities and service identified on the approved Member Service Plan.
- Complete and abide by Member Participation Agreement.
- Attend trainings required by Marshfield Clinic. Ride-share whenever possible.
- Complete and submit required paperwork by established due dates.
- Reply to communication from Marshfield Clinic staff in a timely manner.
- Collect and submit data required by Marshfield Clinic.
- Provide service on week days, evenings and weekends as needed.
- Submit necessary paperwork for benefits and respond to inquiries, etc.
- Complete other AmeriCorps program requirements as assigned.
- Wear their issued AmeriCorps name badge at all times while serving and hang the AmeriCorps Pledge (provided) in work area.



## Member Service Plan Summary

Marshfield Clinic AmeriCorps Volunteer Wisconsin members will support the development of nonprofit organizational capacity to engage volunteers.

### Nonprofit organization/host site will:

- Conduct a pre and post Organizational Capacity Assessment. The Organizational Capacity Assessment focuses on the eight evidence-based volunteer management practices of CNCS:
  1. Market research and community needs assessment
  2. Strategic planning to maximize volunteer impact
  3. Recruiting and marketing to prospective volunteers
  4. Interviewing, screening and selecting volunteers
  5. Orienting and training volunteers
  6. Ongoing supervision and management of volunteers
  7. Recognition and volunteer development
  8. Measuring outcomes and evaluating the process  
(Volunteering Reinvented, CNCS, 2007)

The Organizational Capacity Assessment instrument (OCA) will contain questions on current practices in each of the eight volunteer management practices, with responses tied to a rating scale. Results from the first assessment will help nonprofit staff identify three or more volunteer management practices most in need of improvement within their organization. Activities focused in these areas will be written into the Member Service Plan. In addition, the OCA will help identify specific training topics to offer during the service term and technical assistance needs. Results from the final Organizational Capacity Assessment, conducted at the end of the program year, will be used to measure changes in volunteer management capacity across the three or more selected practices.

### AmeriCorps member will:

- Implement a minimum of three volunteer management practices as identified by the Organizational Capacity Assessment. This means developing comprehensive activities to meet identified needs.
- Recruit, manage and track at least 10 volunteers that will provide 15 or more hours of service to the nonprofit host site.
- Assist the nonprofit in establishing and managing an effective volunteer engagement structure.

### Direct Service Activities

Members may also provide hands-on support to meet nonprofit's needs beyond the requirements above. This is called direct service. Nonprofits may build in additional duties into the Member Service Plan as needed, as long as these duties fall within the scope of volunteer capacity building. Extensive administrative duties are not an acceptable use of the members' time. This will be explained in greater detail during the host site webinars.

## **Appendix A**

### **AmeriCorps Prohibited Activities**

There are certain activities AmeriCorps members and staff may not perform in the course of their duties, while charging time to the AmeriCorps program, or at the request of program staff. Furthermore, members and staff may not engage in any conduct in a manner that would associate the national service program or the Corporation of National & Community Service (CNCS) with the prohibited activities. Programs must become familiar with the specific prohibitions described in the CNCS formal regulations and the grant provisions. The list of prohibited activities includes:

- Attempting to influence legislation.
- Organizing or engaging in protests, petitions, boycotts, or strikes.
- Assisting, promoting, or deterring union organizing.
- Impairing existing contracts for services or collective bargaining agreements.
- Engaging in partisan political activities or other activities designed to influence the outcome of an election to Federal office or the outcome of an election to a State or local public office.
- 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.
- 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 proselytization.
- Providing any direct benefit to any:
  - business organized for profit
  - labor union
  - partisan political organization
  - organization engaged in religious activities described in bullet above, unless the position is not used to support those religious activities.
- Providing abortion services or referrals for receipt of such services.
- Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive.
- Participating in activities that pose a significant safety risk to participants.
- Fundraising, including: for living allowance or other costs of the AmeriCorps program or an organization's operating expenses or endowment; writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National & Community Service; or writing grant applications for funding provided by any other federal agencies.

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

- Additionally, members may not consider such hours as direct service:
  - 1) Time spent sleeping during overnight retreats affiliated with their service site (or for personal recreation) or travel time to and from a service site.
  - 2) Service outside a program's state or outside the U.S.A.

However, AmeriCorps members, like any other private citizens, may participate in any of the above activities on their own time, at their own expense, and at their own initiative. Members may not wear AmeriCorps service gear or other identity item (pins, hats, etc.) in such instances.

## **Appendix B**

### **Non-Discrimination Policy**

#### **Public Notice of Non-discrimination of participants in the Marshfield Clinic AmeriCorps Volunteer Wisconsin program:**

In compliance with Corporation for National Service regulations and provisions, programs that receive federal funding, which includes Marshfield Clinic AmeriCorps Volunteer Wisconsin, must notify service recipients, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity in accordance with requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. All AmeriCorps programs prohibit any form of discrimination against persons with disabilities in recruitment, as well as in service. No qualified individual with a disability shall be denied the benefits of the program, be excluded from participation in services and activities or be subjected to discrimination by the program. No person shall be denied membership into AmeriCorps by reason of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. Veterans are encouraged to apply. It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination.

In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Office of Civil Rights and Inclusiveness, Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525

(202) 606-5000, ext. 312 (voice), (202) 565-2799 (TDD), [eo@cns.gov](mailto:eo@cns.gov), or through  
[www.nationalservice.org](http://www.nationalservice.org).

## Appendix C

### Approved and Prohibited AmeriCorps Fundraising Activities

Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fundraising activities members may perform include, but are not limited to:

- Seeking donations of books from companies and individuals for a program in which volunteers tutor children in reading.
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
- Securing supplies and equipment from the community to enable volunteers to help build houses for individuals who are low income.
- Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part through the members of the faith-based organization.
- Seeking donations from alumni of the program for specific service projects being performed by current members.

Members may not:

- Raising funds for his or her living allowance (includes host site cash payment).
- Raising funds for an organization's general operating expenses or endowment.
- Writing grant applications for AmeriCorps or any other funding provided by CNCS.
- Writing grant application for funding provided by any other federal agencies.

## Appendix D

### What restrictions govern the use of Corporation assistance and AmeriCorps member placements

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

(f) *Nondisplacement.* (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance. (2) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual. (3) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. (4) 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. (5) 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.

**Ref: 45 CFR §2540.100(e)-(f)(1-5)**

## **Appendix E**

### **Grievance Procedure**

The member, Host Site Supervisor and agency understand that the program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignments. If a member resigns their position with AmeriCorps they are no longer eligible to use the grievance procedure.

The member understands that, as a participant of the AmeriCorps program, he/she may file a grievance in accordance with the program's grievance procedure, as stated below.

(a) *Alternative dispute resolution.* (1) The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

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

(b) *Grievance procedure for unresolved complaints.* If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

(c) *Time limitations.* Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.

(d) *Arbitration.* (1) Arbitrator—(i) Joint selection by parties. If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.

(ii) Appointment by Corporation. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

(2) Time Limits—(i) Proceedings. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.

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

(3) *The cost.* The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

(e) *Suspension of placement.* If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

(f) *Remedies.* Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include—(1) Prohibition of a placement of a participant; and (2) In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—(i) Reinstatement of the employee to the position he or she held prior to the displacement; (ii) Payment of lost wages and benefits; (iii) Re-establishment of other relevant terms, conditions and privileges of employment; and (iv) Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

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

(h) *Effect of noncompliance with arbitration.* A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance from the Corporation for National and Community Service, such placement must not be made unless the placement is consistent with resolution of the grievance.

## **Appendix F**

### **Drug Free Workplace Act**

The Corporation for National and Community Service requires that programs/host sites will make a good faith effort, on a continuing basis, to maintain a drug-free workplace as noted in sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B.

The use of drugs is one of the most difficult problems faced by society. As an employer, we believe it is important we state our policy on this issue as it relates to the workplace. Please note, AmeriCorps members are covered by the following policy. Employee references apply to members. Members agree to abide by the terms of this act.

It is our intent to maintain a drug-free workplace. The unlawful use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines Marshfield Clinic's ability to operate effectively and efficiently. In this connection the unlawful manufacture, distribution, dispensation, possession, sale, use or being under the influence of a controlled substance in the workplace or while engaged in Clinic business off Clinic premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of the Clinic, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the Clinic.

Marshfield Clinic has established a drug-free awareness program. The Clinic makes training sessions available at which the dangers of drug abuse, the Clinic's policy regarding drugs, the availability of counseling and the Clinic's employee assistance program will be discussed. Employees convicted of controlled substance-related violations in the workplace (including pleas of no contest) must inform the Clinic within 5 calendar days of such conviction or plea in writing. Employees who violate any aspect of the policy may be subject to disciplinary action up to and including termination. At its discretion, the Clinic may require employees who violate the policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.



## **Appendix G**

### **Non-displacement & Non-duplication**

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

*Nondisplacement.* (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance. (2) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual. (3) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. (4) 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. (5) 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.

## Appendix H Member Suspension and Termination

- A. The member understands that he/she may be released for the following reasons:
  - 1. Failure to receive acceptable results on a criminal history check.
  - 2. For cause, as explained in paragraph (B) of this section; or
  - 3. For compelling personal circumstances as defined in paragraph (C) of this section.
- B. The program will release the member for cause for the following reasons:
  - 1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
  - 2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance.
  - 3. The member has committed a third offense in accordance with paragraph (D) of Section 6 of this agreement or failed to comply with the performance improvement plan; or
  - 4. Any other serious breach that in the judgment of the Marshfield Clinic staff would undermine the effectiveness of the program.
  - 5. The member has failed to follow through on the agreed upon member service plan.
  - 6. The member has acted in an unprofessional or unbecoming manner as determined by the program staff.
- C. The program may release the member from the terms of service for compelling personal circumstances if the member demonstrates that:
  - 1. The member has a disability or serious illness that makes completing the term impossible.
  - 2. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member.
  - 3. The member has military service obligations.
  - 4. Some other unforeseeable circumstance beyond the member's control that makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, strike, relocation of a spouse, or the non-renewal or premature closing of a project or the program.

*NOTE:* All compelling personal circumstance approvals are at the discretion of the State Program Officer and may or may not be approved. Requests for compelling personal circumstance must be submitted in writing to the State Program Officer through the Program Manager.
- D. The program may suspend the member's term of service for the following reasons:
  - 1. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance (if the member is found not guilty or the charge is dismissed, the member may resume his/her term of service; however, the member will not receive back living allowances or credit for any service hours missed).
  - 2. During the term of service the member has been convicted of a first offense of possession of a controlled substance (if the member demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service; however, the member will not receive back living allowances or credit for any service hours missed).
- E. The program may suspend the member's term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of Section 6 of this agreement.
- F. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraphs (B), (D) and (E), the member will

cease to receive the benefits described in paragraph (A) of Section 5 and will receive no portion of the education award or interest payments.

- G. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of Section 7 of this agreement, the member will cease to receive benefits described in paragraphs (B) and (C) of Section 5

**Appendix I**  
Position Description

- A. Principal Responsibilities (Essential):
  - 1. Serve organizations/coalitions/afterschool programs by participating in capacity building activities focused on scope of work.
  - 2. Provide direct service to their organizations/coalitions/afterschool programs.
  - 3. Participate in National Days of Service.
  - 4. Participate in mandatory orientation, midterm and end of year trainings and projects as well as kickoff and end of year celebrations (if offered).
  - 5. Participate in a system of regular communications (i.e. email, teleconferences, meetings).
  - 6. Develop, implement and review daily plans with the host site supervisor.
  - 7. Assist in the development and implementation of their AmeriCorps Member Service Plan.
  - 8. Other discretionary service as assigned.
- B. Other Responsibilities (Non-essential):
  - 1. Work with the AmeriCorps staff to improve members' service year through program surveys.
  - 2. Assist with other Marshfield Clinic AmeriCorps program initiatives.
- C. An AmeriCorps member may not be used to displace any paid employee from his or her position.