This AmeriCorps Grantee Agency and AmeriCorps Host Site Agency Agreement, hereinafter referred to as “the Agreement,” between the following two parties: 1)      **(INSERT FORMAL NAME OF THE AMERICORPS GRANTEE AGENCY)** hereafter referred to as “AmeriCorps Grantee Agency” and 2)      **(INSERT FORMAL NAME OF AMERICORPS HOST SITE AGENCY WHERE MEMBER WILL BE SERVING)**, hereafter referred to as “AmeriCorps Host Site,” sets forth the parties’ understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service (Corporation’s) AmeriCorps program, pursuant to the National and Community Service Act of 1990 (42 USC 12501 *et seq.*) and the implementing regulations in 45 CFR parts 2510 through 2529, hereinafter referred to as “the Act”.

1. **AmeriCorps Grantee Agency and Host Site Agency Contact Information**
   1. AmeriCorps Grantee Agency
      1. AmeriCorps Grantee Agency name:
      2. AmeriCorps Grantee Agency location:
      3. AmeriCorps Grantee Program Manager name/job title/phone/email:
   2. AmeriCorps Host Site Agency
      1. AmeriCorps Host Site name
      2. AmeriCorps Host Site location
      3. AmeriCorps Host Site Program Manager name/job title/phone/email
2. **Introduction and Purpose of Agreement**
   1. Define the relationship between the AmeriCorps Grantee Agency and the AmeriCorps Host Site Agency in language that is consistent with the approved AmeriCorps program, national service laws and requirements, and CNCS guidance:
3. **Project Description**
   1. Include AmeriCorps program mission:
   2. Description of AmeriCorps Service site’s function within the program
4. **Member Position Description:**
   1. The Host Site shall adhere to the Member Position Description found in Appendix 1: Member Position Description(s) of this Agreement, including all associated documents.

(A MEMBER POSITION DESCRIPTION FOR EACH AMERICORPS POSITION WITH UNIQUE SERVICE ACTIVITIES AND REQUIREMENTS TO BE COMPLETED DURING THE PROGRAM YEAR MUST BE INCLUDED IN APPENDIX 1: MEMBER POSITION DESCRIPTION(S) OF THIS AGREEMENT.)

1. **Responsibilities of the Parties**
2. AmeriCorps Grantee Agency Responsibilities
3. Place AmeriCorps members with the Host Agency at its discretion and assign replacements if member slots are available, at Grantee Agency’s discretion, for any AmeriCorps members who resign, transfer to other projects, or are terminated.
4. Provide technical assistance and grant approval to the Host Site in planning, development, and implementation of the project.
5. Periodically review and assist the Host Site’s use of AmeriCorps members to achieve the objectives and perform the task(s) specified in the Member Position Description.
6. Promptly respond to written requests by the Host Site to move any AmeriCorps member from the project in accordance with the AmeriCorps program’s policies and procedures.
7. Retain member records as the State Commission on National & Community Service or Corporation for National & Community Service may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the authorized entities for the purpose of litigation, audit or examination.
8. AmeriCorps Host Site Obligations
   1. Manage AmeriCorps members’ service hours, with the goal of facilitating that the required hours of service in the Member Contract is attained before the member’s scheduled completion date.
   2. AmeriCorps members that are absent without notice for more than      **(INSERT** **MAXIMUM # OF CONSECUTIVE DAYS A MEMBER CAN BE ABSENT PER POLICY)** consecutive days and do not serve a minimum of       hours **(INSERT** **MINIMUM # OF HOURS REQUIRED TO BE SERVED BY MEMBER PER POLICY)** hours per week will not receive a stipend and Host Site must notify Grantee Agency.
   3. Track and report, in a manner and frequency specified by the Grantee Agency, the hours served of each AmeriCorps member
   4. Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps members within the first two weeks of their service.
      1. The Host Site must review the AmeriCorps Member Position Description and AmeriCorps Member Contract including all attachments with each AmeriCorps member.
      2. Host Site will not be reimbursed for AmeriCorps members who are engaged in prohibited activities outlined by the AmeriCorps Regulations and listed in *Section 5: ‘Prohibitions of Use of Corporation Assistance By Grantee Agency and Host Site’ in this Agreement.*
   5. Assist in the provision of pre-service, early service, and in-service training, as defined by the Grantee Agency.
   6. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the program.
   7. Provide on-the-job transportation and other project support as specified in the Member Position Description.
   8. Confirm that the Host Site’s AmeriCorps Supervisor(s) participate(s) in AmeriCorps Host Site Supervisor Orientation and all Host Site Supervisor Training provided by the Grantee Agency.
   9. Provide each AmeriCorps member placed with the necessary training, tools and resources necessary to complete the activities described in the AmeriCorps Member Position Description.
   10. If personnel changes at the Host Site agency result in a new staff member being appointed as AmeriCorps Host Site Supervisor, must notify the Grantee Agency within five business days of this change.
   11. Provide a clean and safe working environment which includes:
       1. Make every reasonable effort to ensure that the health and safety of AmeriCorps members are protected during the performance of their assigned duties. The Host Agency shall not assign or require AmeriCorps members to perform duties which would jeopardize their safety or cause them to sustain injuries. Host Agency must adhere to New York State Health Department codes by providing sufficient bathroom and workplace facilities.
   12. Indicate to the Grantee Agency the actual departure date(s) of AmeriCorps member(s) who leave prior to completion of service date(s).
   13. Allow AmeriCorps members to participate in Days of Service:
       1. New York State AmeriCorps Kickoff –
       2. I Love My Park Day
       3. Martin Luther King Jr. day of Service
       4. **(INSERT EVENTS, DAYS OF SERVICE, TRAINING, ETC. THAT REQUIRE MEMBER ATTENDANCE AS APPROPRIATE OR REMOVE THIS FIELD)**
   14. Report to the Host Agency, within 24 hours, the unscheduled departure of AmeriCorps members, and otherwise keep the Host Agency informed, within 24 hours, of unscheduled changes of status and conditions of AmeriCorps members, such as arrests, hospitalization, and absence without leave.
   15. Not employ, recommend for employment, nor otherwise facilitate the employment of AmeriCorps members assigned by the Grantee Agency to the Host Site for any commitment that would interfere with their full-time service defined in their AmeriCorps Member Contract.
   16. Not assign AmeriCorps members to serve on projects or in offices based, or otherwise located, outside of the service area defined in the AmeriCorps Member Position Description unless granted explicit permission, in writing, from the Host Agency and approved by the State Office of National & Community Service.
   17. Adhere to the AmeriCorps Grievance Procedures defined in the AmeriCorps Member Contract and also defined in *Appendix 2: AmeriCorps Member Grievance Procedure of this Agreement*.
   18. Communicate all issues as defined here with the Grantee Agency immediately:
9. The Host Site shall immediately notify the Grantee Agency of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Host Site or AmeriCorps members funded through this agreement, including but not limited to, the death or serious injury of any member; the arrest of any staff or member; possible criminal activity on the part of any staff or member; destruction of property by any staff or member; significant damage to the physical plant of the Host Site; or other matters of a similarly serious nature.
   1. **(INSERT ADDITIONAL HOST SITE OBLIGATIONS OR REMOVE THIS FIELD)**
10. Host Site Supervisor Responsibilities
    1. Weekly check-in with each individual AmeriCorps member, at a minimum
    2. Fill out and meet with each AmeriCorps member regarding their Mid-Year and End of Year Assessments.
    3. Verify the accuracy and approve each AmeriCorps member’s service hours by signing and dating the member’s timesheet and confirming the member has signed and dated each timesheet on a weekly basis. Grantee agencies with electronic time systems must still maintain accurate time sheets signed by both members and site supervisors.
    4. Mandatory attendance at AmeriCorps Host Site Supervisor Orientation and trainings.
    5. **(INSERT PROGRAM-SPECIFIC HOST SITE SUPERVISOR RESPONSIBILITIES AS APPROPRIATE OR REMOVE THIS FIELD)**
11. Nondiscrimination
12. General Prohibition - No person with responsibilities in the operation of the project, whether affiliated with the Grantee Agency or the Host Site, shall discriminate against any AmeriCorps, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
13. Sexual Harassment - Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Host Site must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
14. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Host Site, its agents or supervisory employees should have known of the acts.
15. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
16. Acts of sexual harassment toward fellow AmeriCorps members or non-employees, where the Grantee Agency or Host Site, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
17. Drug-Free Workplace
18. In accordance with the Federal Drug-Free Workplace Act of 1988, the program is committed to maintaining a drug and alcohol-free environment. Members are therefore notified that:
19. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;
20. Actions, including termination from the program, will be taken against any member for violations of such prohibitions;
21. As a condition of service as an AmeriCorps Member, the Member agrees to:
22. abide by the terms of drug-free workplace policy;
23. Notify the program director in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction. The Member must remain drug-free for the remainder of the year.
24. As part of an ongoing member orientation and training, the program will inform Members about:
25. The dangers of drug abuse in the workplace and service area;
26. The program’s policy of maintaining a drug-free workplace;
27. Any available drug counseling, rehabilitation, and employee assistance programs; and
28. The penalties that you may impose upon members for drug abuse violations occurring in the workplace or service area.
29. Delegation and Subcontracting

The Host Site is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps members may not be assigned by the Host Site to perform duties with other public or private non-profit agencies or organizations not defined in the AmeriCorps Member Position Description or without explicit approval by the Grantee Agency.

1. Prohibitions of Use of Corporation Assistance By Grantee Agency and Host Site

The Grantee Agency and Host Site both agree that while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

* 1. Attempting to influence legislation;
  2. Organizing or engaging in protests, petitions, boycotts, or strikes;
  3. Assisting, promoting, or deterring union organizing;
  4. Impairing existing contracts for services or collective bargaining agreements;
  5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
  7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
  8. Providing a direct benefit to—

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 except that nothing in this section 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 paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
   1. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
   2. Providing abortion services or referrals for receipt of such services; and
   3. Such other activities as the Corporation may prohibit.

**AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.**

**Unallowable Activities:**

1. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40. AmeriCorps members may participate in fundraising activities but ONLY under limited circumstances:
   1. Members may generate funds/resources directly in support of the AmeriCorps program’s service activities. Examples of fundraising activities members may perform include, but are not limited to the following:
      1. Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read;
      2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
      3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
      4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
      5. Seeking a donation from alumni of the program for specific service projects being performed by current members.
2. AmeriCorps members may not:
   1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
   2. Write a grant application to the Corporation or to any other Federal agency.
3. Nonduplication.
   1. 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.
4. 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. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
   3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
   4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
   5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
      1. Will supplant the hiring of employed workers; or
      2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
      3. 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—
         1. Presently employed worker;
         2. Employee who recently resigned or was discharged;
         3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
         4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
         5. Employee who is on strike or who is being locked out.
5. **Benefits to AmeriCorps Host Site through partnership with AmeriCorps:**
6. **Duration and Financial Commitment** 
   1. This Agreement shall become effective on the date of      **(INSERT PROGRAM START DATE)**and shall end thereafter on      **(INSERT PROGRAM END DATE)**, unless terminated sooner by either or both of the parties. Termination of that agreement may occur if the Host Site materially fails to comply with any of this agreement’s terms.
   2. **(INSERT PROGRAM-SPECIFIC FINANCIAL REPORTING AND OTHER FINANCIAL RESPONSIBILITIES OF THE HOST SITE AGENCY AS APPROPRIATE OR REMOVE THIS FIELD)**
7. **Evaluation and Reporting**

The AmeriCorps Host Site will:

1. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps members and the project as the Grantee Agency may require.
2. Submit required fiscal and programmatic reports within the required time frame.
3. Operate its project site in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program;
4. Submit information required for the Grantee Agency to complete necessary reports within the required time frame;
5. Host Site Supervisor is responsible for submitting a Mid-Year Assessment (Date Due)      , End of Year Assessment (Date Due)       and any other compliance document requested by the Grantee Agency.
6. Host Site Supervisor is required to approve their individual AmeriCorps member’s timesheets in the time management hour tracking system.
7. Host site must be willing to participate in AmeriCorps program evaluation for three years after completion of “member service.”
8. **(INSERT PROGRAM-SPECIFIC REPORTING REQUIREMENTS AS APPROPRIATE OR REMOVE THIS FIELD)**
9. **Termination of Agreement**
   1. Violation of national service laws, regulations or policies will result in termination of the agreement
10. **Communication**
    1. Commit to open and regular communications between the site, AmeriCorps member and AmeriCorps program staff
    2. Agree to address partnership and performance concerns immediately and directly
11. **Indemnification Clause**

**(INSERT PROGRAM-SPECIFIC INDEMNIFICATION LANGUAGE AS APPROPRIATE OR REMOVE THIS FIELD)**

1. **Amendments**

**(INSERT PROGRAM-SPECIFIC AMENDMENT LANGUAGE AS APPROPRIATE OR REMOVE THIS FIELD)**

**\*By signing below, I have received and I understand the Service Site orientation packet, site agreement and related information, which includes the AmeriCorps Program Policies and Procedures for Service Sites and AmeriCorps Members**

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| --- | --- |
| **Grantee Agency** | **Host Site Agency** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Signature** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Signature** |
| **Print Name** | **Print Name** |
| **Title** | **Title** |
| **Date** | **Date** |

**APPENDIX 1: Member Position Description(s)**

The Host Site shall adhere to the Member Position Description(s) found here including all associated documents.

**(INSERT** **A MEMBER POSITION DESCRIPTION FOR EACH AMERICORPS POSITION WITH UNIQUE SERVICE ACTIVITIES AND REQUIREMENTS TO BE COMPLETED DURING THE MEMBER’S TERM OF SERVICE. GRANTEE AGENCY MUST USE THE STATE AMERICORPS MEMBER POSITION DESCRIPTION TEMPLATE PROVIDED BY THE NEW YORK STATE COMMISSION FOR EACH AMERICORPS POSITION IN THEIR PROGRAM.)**

**APPENDIX 2: AmeriCorps Member Grievance Procedures**

State and local applicants that receive assistance from the Corporation must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general.

(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 non-duplication or non-displacement 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 non-duplication or

non-displacement 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.