



# Marshfield Clinic Health System (MCHS) AmeriCorps Community Corps Host Site Application Information Packet

During a program year, MCHS AmeriCorps will place (80) members who will provide capacity-building services to non-profit organizations & government agencies serving communities across the state to address local public health priorities.

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Applications are being accepted until all member positions are filled. There are three steps to apply:

**Step 1: Review Host Site Application Information Packet**

**Step 2: Listen to Host Site Info Session Recording:** <https://youtu.be/Ki51PVldFHU>

**Step 3: Apply online at:** <https://redcap.link/7yunhyri>

Host sites will be awarded the opportunity to fill one or more of the (80) available AmeriCorps member positions after being approved as a new host site. Applications will be accepted until all (80) positions has been filled. We strongly encourage all applicants to consider full-time positions, but will also accept three-quarter and half-time positions.

For more information or questions about this application process, contact:

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Manager  
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## Host Site Timeline Important Dates & Details 2023-2024

The 2023-2024 term of service will be from September 11, 2023 to August 31, 2024.

April 17, 2023	Host Site Application Preferred Deadline *Applications will be accepted beyond this date until all positions are filled
April 24, 2023	Approved Host Site notified of their award (if not notified earlier)
August 16, 2023	Member Recruitment Deadline Applications for selected members must be submitted to MCHS by 5:00pm.
September 11-15, 2023	Member Orientation Location: TBD
September 14, 2023	Host Site Supervisor Training Date: Thursday September 14 <sup>th</sup> from 8:00am-12:00pm Location: Virtual <b>*NOTE: Attendance at the entirety of this event is mandatory. 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.</b>
September 18, 2023	Member Start Date at Host Site
September 29, 2023	Member Service Plans Due Submitted to MCHS for sites with a recruited member.
November 17, 2023	Host Site Cash Match Payment Due

### Host Site Cash Match Payment

Participating host sites are responsible for payment of \$5,000 (full-time), \$3,750 or \$2,750 (half-time) per member to MCHS Center for Community Health Advancement no later than Friday, November 17, 2023 (60 days from member's start date).

### Member Living Allowance

The living allowance will be \$21,500 for full-time members, \$15,050 and \$10,750 for half-time members for the 2023-24 service term.

### Member Education Award

Upon successful completion of the service term (1,700 hours minimum full-time, 1200 hours three-quarter time or 900 hours half-time), members will be eligible to receive a Segal AmeriCorps Education Award which has been determined to be \$6,895 for full-time members, \$4,826.50 for three-quarter time members and \$3,447.50 for half-time members.

## 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 million AmeriCorps members have contributed more than 1.3 billion hours of service while tackling pressing problems and mobilizing more than 2.4 million 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.

MCHS Center for Community Health Advancement has operated AmeriCorps programs in Wisconsin since 2000. MCHS AmeriCorps programs have consistently been ranked in the top tier of AmeriCorps programs by Serve Wisconsin. Serve Wisconsin is federally funded by AmeriCorps to operate local AmeriCorps programs in Wisconsin. AmeriCorps is like a “domestic Peace Corps” in which each member commits a year of service to meet critical community needs. Center for Community Health Advancement is a reflection of MCHS broad concept of healthcare, which includes looking beyond Clinic walls at medical and non-medical issues that have a significant effect on quality of life for all residents of a community.

### **MCHS AmeriCorps Community Corps**

During a program year, MCHS AmeriCorps will place (80) members who will provide capacity-building services to non-profit organizations & government agencies serving rural populations in the MCHS service area and across the state to address local public health priorities. Nonprofit organizations/ government agencies may apply to become an AmeriCorps host site by completing a host site application. Organizations that are approved are known as host sites and will be responsible for their own member recruitment with materials and guidance provided by MCHS. MCHS will verify member eligibility and in process the applicants.

Staff from MCHS will provide training at AmeriCorps orientation in September and January to prepare members for their term of service. Host site supervisors will attend a one-day orientation to receive member management training. More information on this is found later in the application. The program will train members in foundational concepts of public health and foundational concepts in the community health worker model. Members will also be introduced to the unique challenges in capacity building. This will prepare them to serve in ways that enhance host site organizational effectiveness, efficiency, and/or, expand the scale and reach of the organization. Member activities will support or enhance the organizations’ program delivery model, increase, expand, or enhance services to address the most pressing community health needs, and contribute to a sustained level of service after the capacity-building effort ends.

After orientation, members will begin serving at their host site. All members will receive a bi-weekly living allowance. Health insurance is available for full-time members only. Upon successful completion of their term of service, members receive an education award as well as professional development, training and support throughout the term of service. See Member Benefits & Guidelines section.

## **Member Benefits and Host Site Requirements**

### **Enrollment in the term of service**

Members are enrolled for the purpose of providing capacity-building services to non-profit organizations, public health, afterschool programs, schools and others serving rural populations in the MCHS service area and across the state of Wisconsin. The 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.

### **Term of Service**

Full-time members must serve at least 1,700 hours during the term of service, averaging 35-40 hours per week. Three-quarter time members must serve 1,200 hours, averaging 25-30 hours per week. Half-time members must serve 900 hours, averaging 15-20 hours per week. These average hours needed per week may vary depending on start date. Members may apply to serve up to four full terms of service, although federal regulations allow a member to earn no more than the value of two full-time education awards.

### **Living Allowance**

Full-time, three-quarter time, and half-time members receive a modest living allowance every two weeks during their term of service. The net amount received is based upon the tax status of the individual. MCHS manages the member payroll. AmeriCorps living allowance amounts will be announced the spring preceding the new service term.

### **Education Award**

Upon the successful completion of the term of service (1,700 hours minimum full-time, 1,200 hours three-quarter time or 900 hours half-time), members receive a 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 their 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 defer paying qualified student loans (not private loans) while serving and are not required 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. If a member terminates their service (non-compelling), they will be responsible for interest accrued during the term of service. These benefits are managed by the Corporation for National and Community Service.

### **Health Insurance and Childcare Benefits (Full-time members only)**

Full-time members receive the option for health insurance which includes dental and vision (premiums paid by AmeriCorps program) as well as childcare assistance. The member must apply for childcare assistance and be approved by the managing organization known as GAP Solutions Inc. (GAPSI). MCHS links the member to these benefits but does not manage them.

### **Service Gear**

Service gear is provided to all 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, fleece or sweatshirts should be allowed to be worn any time the member is serving.

### **Member Recruitment & Retention**

Members must be 17 years of age by the start of the service term 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). All enrollment considerations will be non-partisan, non-political and non-discriminatory as established in Corporation for National and Community Service and MCHS policies.

Once the host site selects their final candidate, the host site supervisor will send MCHS the completed AmeriCorps application. MCHS will review the applicant's information and perform all AmeriCorps required criminal background checks and Division of Motor Vehicle (DMV) checks to determine eligibility to serve. Any major concerns regarding candidate's background or DMV check may be shared with the Host Site Supervisor to ensure placement is feasible but this is not required. If a host site wants background check results, they will need to conduct their own checks, as the program cannot share the physical results. Members are approved based on AmeriCorps and MCHS standards.

Member retention is critical to the overall success of AmeriCorps. **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 MCHS. Should a member exit the program or be terminated by their site, there are NO refunds of the host site cash payment and any incomplete payments must be fulfilled. (See Replacement of Member, below)

### **Host Site Cash Payment**

Participating host sites are responsible for payment per member to MCHS Center for Community Health Advancement within 45 days of the term start date. If the host site loses a member who quits or resigns or if the host site releases a member for cause any time during the term of service, the host site is still required to complete the full host site cash payment. Members who depart prior to the completion of 30% of their hours and exit within 90 days of the start of the term can be replaced (See Replacement of Member, below). **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 the application. Sources of the host site cash payment should be non-federal unless permission is secured in writing and a copy is provided to the MCHS staff.

### **Reimbursements**

Members who drive to/from any required MCHS AmeriCorps trainings will be reimbursed if (s)he has an acceptable driving record. Geographic restrictions will be taken into consideration. Carpooling is strongly encouraged. Host sites that require members to drive their own vehicles for host site business are required to negotiate mileage reimbursement.

### **Replacement of Member**

Members may be replaced if the host site selects and submits a new member application & paperwork within 90 days of member start date AND if the current member had completed less than 30% of their total hours. Recruitment of a replacement member will be the responsibility of the host site. The replacement member will still be required to complete a full, three-quarter, or half-time service year. The term of service will begin on the designated start date and run through the end of August.

**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 most situations where a member is found to be non-compliant, the following steps MUST be taken by the site prior to asking the member to be terminated:

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 warn the member in writing (documented).
3. Third offense, for violation of the performance improvement plan, 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 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.

**Member Employment with Host Site**

AmeriCorps discourages host sites from hiring AmeriCorps members for additional paid work during their term of service. Host sites that do this must ensure the work being done is distinctly different from the service the member provides. The host site must be willing to open their books for review if required by AmeriCorps, the Wisconsin National and Community Service Board (Serve Wisconsin) or the MCHS AmeriCorps program. If a member intends to be concurrently employed by their host site, they must notify the AmeriCorps staff via email and request approval for host site employment BEFORE it occurs. Member and supervisor will work with AmeriCorps staff to draft a certification letter signed by AmeriCorps staff, the Host Site Supervisor and the AmeriCorps member.

**AmeriCorps Disaster Relief Training & Deployment Teams (ADRT)**

AmeriCorps members have the opportunity to participate in disaster relief training and deployment during their term of service. Host Sites should understand that members can count up to 10 hours of training and 40 hours of disaster response during the program year. These activities should be coordinated with the Host Site Supervisor to avoid any conflict with the Members Service Plan. It is also important to note that disaster response can be a last minute situation and members may be asked to respond on a moment's notice. In these cases, we ask that the Host Site Supervisor & Host Site be flexible with the members to allow them to meet the need as quick as possible. Members may serve more than 40 hours for a disaster but only with permission of the Host Site Supervisor. When a member

is deployed for disaster relief, MCHS AmeriCorps will provide the member and the Host Site with additional documentation requirements that must be completed within 72 hours following a deployment.

## Assurances

### Marshfield Clinic Health System Center for Community Health Advancement 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, dental insurance, education award, loan forbearance, and interest accrual.
- Provide ongoing education, training, technical assistance and other resources to members and host site supervisors.
- Host ongoing webinars and/or trainings for members and host site supervisors.
- Provide mileage reimbursement for trainings required by AmeriCorps program (Orientation, Opening Ceremony and Midterm).
- Provide a Program Manager to manage the daily operations and support of the program.

### Organization/Agency will:

- Appoint a host site supervisor to oversee and mentor the member. Host site supervisor must have experience managing employees. If the host site supervisor changes during the program year, notify MCHS Center for Community Health Advancement at least 10 days prior.
- Complete and submit an Organizational Capacity Assessment before the member starts.
- Complete and submit a Member Service Plan within one month of member service.
- Include progress on the Member Service Plan as a standing agenda item on the regular staff agenda.
- Provide the member with dedicated office space, a computer with internet access, a dedicated telephone and office supplies by their start date in your office.
- Support and enforce the rules, regulations and guidelines included in the MCHS AmeriCorps Handbook & Policies and Procedures.
- Support member in the accomplishment of their Member Service Plan (MSP), public health efforts, volunteer engagement and completion of all AmeriCorps member duties.
- Support all MCHS AmeriCorps data collection & survey requests in a timely manner.
- Support the MCHS AmeriCorps media guidelines for promotion of member's service and activities including use of the MCHS AmeriCorps name and logo wear.
- Provide payment per member to MCHS Center for Community Health Advancement within 45 days of member start date. Applicant Host Sites would not be responsible for payment if they do not start recruit or start a member. Once a member starts with a Host Site, the Host Site becomes liable for the full cash payment. If the host site loses a member who quits or resigns or if the host site releases a member for cause any time during the term of service, the host site is still required to complete the full host site cash payment. Members who depart prior to the completion of 30% of their hours and exit within 90 days of start date can be replaced (See Replacement of Member). **There are no refunds for loss of member or services.**
- Understand that members may be replaced only if the host site selects and submits a new member application & paperwork within 90 days of member start AND if the current member had completed less than 30% of their hours.



- Not select an AmeriCorps member that is also employed at their host site without prior notification and approval from MCHS Staff.
- 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.
- Will not supplement the member living allowance with any cash payments.
- Will not employ a member outside of their AmeriCorps service without approval of the MCHS manager.
- Support member participation in MCHS activities.
- Allow the member to be trained, up to 10 hours, in disaster response and respond to disasters, if requested, for up to 5 service days (40hrs total). The host site may approve additional hours.
- 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 host site supervisor training, in person.
- Review member's service reports (timesheets), verify compliance with approved activities, ensure no prohibitive activities are being conducted and 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 requirements.
- Document member related issues and concerns and consult MCHS staff regarding any significant issues, concerns, or potential release from service. NOTE: AmeriCorps members are not employees of the host site and cannot be released from service until all exiting/termination requirements are met and a meeting with the Program Coordinator is conducted.
- Release member for trainings required by MCHS.
- Complete a midterm and end of service evaluation of the member, secure signatures as requested and submit on time.
- Support and enforce the rules, regulations and guidelines in the MCHS AmeriCorps Handbook and Policy Manual.
- Follow through on member exiting or termination requirements.

**AmeriCorps member will:**

- Fulfill activities and service identified on the approved Member Service Plan.
- Complete and abide by the Member Participation Agreement.
- Attend trainings required by MCHS. Ride-share when required.
- Reply to communication from MCHS staff in a timely manner.
- Collect and submit data required by MCHS by established due dates.
- Provide service on weekdays, evenings and weekends as negotiated.
- Submit necessary paperwork for benefits and respond to inquiries from MCHS staff.

- Complete other AmeriCorps program requirements as assigned.
- Wear their issued AmeriCorps name badge at all times while serving.

### **Member Service Plan Summary**

This helps provide a sense of what your member can do to support your organization. Remember, members are placed to help organizations meet local health needs.

#### **Nonprofit organization/host site will:**

- Conduct a pre- and post- Organizational Capacity Assessment. The Organizational Capacity Assessment focuses on health related priorities and help you determine which areas should be focused on as an organization to increase your efficiency and effectiveness or capacity to reach more people.

The Organizational Capacity Assessment instrument (OCA) will contain questions on how your organization is currently functioning, priorities as they relate to local health needs and organizational efficiency and effectiveness. Results from the first assessment will help the organization identify areas 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 the organization and the impact of the member's service.

- Write a Member Service Plan (MSP). A Member Service Plan is a template plan that allows the host site organization to detail the who, what, when, where and how of the duties & work the site wants the member to accomplish. The MSP is a road map for the member's service throughout the year. The plan is dynamic and can be updated and changed as needed.

#### **AmeriCorps member will:**

- Focus their service on the Host Site organizations needs as identified by the Organizational Capacity Assessment and detailed in the Member Service Plan. This means the member will receive local training that is required to complete the service and will conduct service that helps accomplish identified needs or to support existing programming that meet the needs.
- Members will recruit, manage and support volunteers in the organization as needed.

#### **Examples:**

- An AmeriCorps member placed at the local substance abuse coalition could facilitate outreach efforts, distribute educational materials, and coordinate resources among law enforcement, schools, and public health to broaden and deepen the plan's impact.
- An AmeriCorps member placed with a local afterschool program could support academic enrichment, mental health programming, healthy activities, nutritional programs, and more.
- A member placed with a Public Health Department could support community education efforts, provide vaccination support, coordinate contact tracing and more.

- A nonprofit focused on environment improvement could utilize a member for program management, promotions or board coordination and more.

### **Other Capacity Building Services**

Members may also provide hands-on support to meet nonprofit's needs beyond the requirements above. This is referred to as Other Capacity Building Services. Nonprofits may build in additional duties into the Member Service Plan as needed, as long as these duties fall within the scope of community health needs and capacity.

## **Appendix A**

### **AmeriCorps Prohibited Activities (Federal)**

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

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—
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. 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 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS 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-CNCS funds.

Additionally, members may not consider such hours as direct service:

- Time spent sleeping during overnight retreats affiliated with their service site (or for personal recreation) or travel time to and from a service site.
- 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 Health System AmeriCorps Community Corps program:**

In compliance with Corporation for National Service regulations and provisions, programs that receive federal funding, which includes Volunteer Wisconsin AmeriCorps, 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.
- Write grant applications for AmeriCorps or any other funding provided by CNCS.
- Write grant applications for funding provided by any other federal agencies.

## Appendix D

### Non-displacement & Non-duplication

(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 Corporation's 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 Health System'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 MCHS business off MCHS premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of MCHS, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the MCHS.

Marshfield Clinic Health System has established a drug-free awareness program. MCHS makes training sessions available at which the dangers of drug abuse, MCHS's policy regarding drugs, the availability of counseling and MCHS AmeriCorps employee assistance program, LifeMatters, will be discussed. Employees convicted of controlled substance-related violations in the workplace (including pleas of no contest) must inform MCHS 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, MCHS may require employees/members who violate the policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment/membership.

## **Appendix G**

### **Member Suspension and Termination**

(Reference Excerpt Member Participation Agreement\*)

- 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 Health System 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 MCHS Staff. Requests for compelling personal circumstance must be submitted in writing to 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\*.