



CONSERVATION LEGACY AMERICORPS MEMBER SERVICE AGREEMENT

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the member) in a Conservation AmeriCorps program (hereinafter referred to as the Program). **GRANT:**

II. MINIMUM QUALIFICATIONS

The member certifies that

- he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age (or at least 16 years of age if the member is an out-of-school youth and a participant in one of two types of youth corps defined under the National and Community Service Act of 1990, as amended) and agrees to provide documentation demonstrating citizenship status.
- he/she as a high school diploma or its equivalent; or 1) Not have dropped out of elementary or secondary school to enroll as an AmeriCorps participant and must agree to obtain a high school diploma or its equivalent prior to using the education award; or 2) Obtain a waiver from the Corporation of the requirements based on an independent evaluation secured by the program demonstrating that the individual is not capable of obtaining a high school diploma or its equivalent; or 3) Be enrolled in an institution of higher education on an ability to benefit basis and be considered eligible for funds under section 484 of the Higher Education Act of 1965

An individual shall be ineligible to serve in a covered position if the individual

- Refuses to consent to a criminal history check
- Makes a false statement in connection with a criminal history check
- Is registered, or is required to be registered, on a state sex offender registry or the National Sex Offender Registry; or
- Has been convicted of murder.

III. TERMS OF SERVICE

- A. The member's term of service begins on _____ and ends on _____. The Program and the member may agree, in writing, to extend this term of service for the following reasons:
- a. The member's service has been suspended due to compelling personal circumstances.
 - b. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.
- B. The member will complete a minimum of _____ hours of service during the term of service indicated in this agreement.
- C. The member understands that to complete the term of service successfully (as defined by the program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must 1) complete the duration of their service (as noted in A above) and 2) complete all the hours of service (as noted in B above). Member may only complete B on the occasion that member's supervisor state in writing that member has completed all requirements of the position on a new date. Member must also satisfactorily complete pre-service training and the appropriate education/training that relates to the member's ability to perform service.

- D. The member understands that to be eligible to serve a subsequent term of service the member must receive satisfactory performance reviews for any previous term of service. The member's eligibility for subsequent term of service with this program will be based on at least a mid-term and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:
- a. Completed the required number of hours
 - b. Satisfactorily completed assignments, tasks, or projects
 - c. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
- E. The member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement.
- F. The member understands that a criminal history check will be conducted on them (required for all AmeriCorps members) and may include an FBI fingerprint based check; a check of the National Sex Offender Public registry, and/or a check of state repositories for criminal records. Member's final acceptance and participation in this CONSERVATION LEGACY program is contingent upon a review and clearance of this criminal history check information. I understand that I have an opportunity to review and challenge the factual accuracy of the result of a criminal history check before any action is taken to exclude member from participation with CONSERVATION LEGACY.

IV. POSITION DESCRIPTION

Corpsmembers work on a variety of environmental stewardship projects on public lands. The Corpsmember will be responsible for completing one or more projects focused on natural resource management, inventory, assessment, restoration, and/or protection. Corpsmembers may also help with outreach and education activities focused on environmental education and environmental stewardship. Corpsmembers will be responsible for insuring a safe working environment and conducting job hazard analyses when required.

Description of Duties:

- Corpsmembers perform many roles and are the key to our program's success
- Projects may include restoration, invasive species removal, planting, parks improvement projects, and trail work
- Members must practice appropriate safety procedures, use, maintain and repair hand and power tools as necessary.
- Members engage in education, professional development and training activities.
- If camping, members assist with all aspects of group living that may include chores, food preparation, camp clean-up and nightly activities.

Qualifications:

- Must be at least 17 years of age at commencement of service
- Primary documentation of status as a U.S. citizen or national, as lawful permanent resident alien of the United States or secondary documentation of citizenship or immigration status
- Must pass criminal history check, any registered sex offenders or individuals convicted of murder are not eligible.
- Commitment – AmeriCorps members must make a strong commitment to complete all aspects of the program including conservation projects, education, training and national service. Members must commit to participating program activities, including service days in local communities.
- Safety – Members are expected to take a serious attitude toward safety all day and every day.
- Professionalism – AmeriCorps members must be willing to appropriately represent the program and AmeriCorps.
- Teamwork – AmeriCorps members must be willing to work hard, participate as part of a team.
- Substance Free – In accordance to a drug free workplace, alcohol and drugs are prohibited while participating in AmeriCorps and program activities and while on program property.
- Fitness – AmeriCorps members may be expected to complete projects that involve heavy lifting, hiking, and living outdoors for an extended period of time.
- Have a high school diploma, GED or not have dropped out of elementary or secondary school to enroll as an AmeriCorps participant and must agree to obtain a high school diploma or its equivalent prior to using

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most cases, religion.

the education award; or obtain a waiver from the Corporation of the high school diploma, or demonstrating that the individual is not capable of obtaining a high school diploma or its equivalent; or be enrolled in an institution of higher education on an ability to benefit basis and be considered eligible for funds under section 484 of the Higher Education Act of 1965.

Term of Service:

Varies depending on crew

Time Requirements:

Members generally serve for 8-10 hours a day. Most crews camp and work for up to 8 days at a time in locations across the Southwest. In addition to the service work, members participate in education, local service days, trainings, and employment-track opportunities. This is a full-time commitment.

Benefits:

- Segal AmeriCorps Education Award
 - Full-Time Member (1700 hr) \$6,195.00
 - Reduced Full Time Member (1200 hr) \$4,336.50
 - Half-Time Member (900 hr) \$3,097.50
 - Reduced Half-Time Member (675 hr) \$2,360.00
 - Quarter-Time Member (450 hr) \$1,638.89
 - Minimal-Time Member (300 hr) \$1,311.11
- Living Allowance
- Skills training and job experience
- Loan forbearance if eligible

V. BENEFITS

A. The member will receive from the Program the following benefits:

- a. A weekly living allowance in the amount of: \$
 - i. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
 - ii. The living allowance will be distributed bi weekly by direct deposit.
 - iii. Living allowance can be withheld if member does not enter service hours into the Program's timekeeping system on a bi-weekly basis
 - iv. Weekly living allowance will be pro-rated if a member starts or ends service in the middle of a week.
- b. Members serving in a Full-time 1700 Term of Service are eligible for a health insurance benefit.

B. Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust. For successful completion of the term, the member will receive an education award in the amount of \$

- a. If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member's education assessment.
- b. A member understands that he/she may serve up to 4 terms of service with different AmeriCorps programs, but may earn no more than the aggregate value of two full-time Segal education awards.
- c. The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.

C. If the member has received forbearance on a qualified student loan (not all loans qualify for forebearance) during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

VI. RULES OF CONDUCT

- A. At no time may the member:
- a. Engage in any activity that is illegal under local, state, or federal law
 - b. Engage in activities that pose a significant safety risk to others
 - c. Engage in any AmeriCorps-prohibited activities specified in the regulations § 2520.65 or Section IV.D 2.e of the AmeriCorps Terms & Conditions, including:
 - Attempting to influence legislation.
 - Organizing or engaging in protests, petitions, boycotts, or strikes.
 - Assisting, promoting or deterring union organizing.
 - Impairing existing service agreements for services or collective bargaining agreements.
 - Engaging in partisan political activities or other activities designed to influence the outcome of an election to any 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 religious proselytization.
 - 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); or
 5. An organization engaged in the religious activities described above, unless Grant funds are not used to support the religious activities.
 - Conducting a voter registration drive or using grant funds to conduct a voter registration drive
 - Providing abortion services or referrals for receipt of such services
 - 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. Individuals should not wear the AmeriCorps logo while doing so.
- B. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:
- a. Comply with the rules and standards of the Conservation Legacy program as outlined in the appropriate member handbook.
 - b. Demonstrate mutual respect toward others
 - c. Follow directions
 - d. Direct concerns, problems, and suggestions to Jenn Barlett, jenn@conservationlegacy.org
- C. The member understands that the following acts also constitute a violation of the Program's rules of conduct:
- a. Unauthorized tardiness
 - b. Unauthorized absences
 - c. Repeated use of inappropriate language (i.e., profanity) at a service site
 - d. Failure to wear appropriate clothing to service assignments
 - e. Stealing or lying
 - f. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community
 - g. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service

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- h. Consuming alcoholic beverages during the performance of service activities
 - i. Being under the influence of alcohol or any illegal drugs during the performance of service activities
 - j. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service
- D. Under the Drug-Free Workplace Act, you must immediately notify program staff if you are convicted under any criminal drug statute. Your participation in the Program is conditioned upon compliance with this notice requirement, and we will take action for violation of this.
- E. In general, for violating the above stated rules in section VI, the Conservation Legacy will follow the Disciplinary Action Procedures listed below. However, at any time, Program staff may accelerate the process based on the action of the individual and in consultation with program staff.
- a. For the member's first offense, an appropriate program official will issue a verbal warning to the member.
 - b. For the member's second offense, an appropriate program official will issue a Performance Improvement Contract
 - c. For the member's third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed. (Program will notify member in writing of the number of days of suspension)
 - d. For the fourth offense, the Program may release the member for cause.

The program will notify the member of any violation and action being taken in writing. Notification signed by both the member and program supervisor will be kept in the member's file.

- F. The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (B), (D), and (E) of section VII of this agreement for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

VII. RELEASE FROM TERMS OF SERVICE

- A. The member understands that he/she may be released for the following two reasons:
- a. For cause, as explained in paragraph (B) of this section
 - b. 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:
- a. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
 - b. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance.
 - c. The member has committed a fourth offense in accordance with paragraph (E) of section VI of this agreement.
 - d. The member has committed any of the offenses listed.
 - e. The member has committed another serious breach that, in the judgment of the program staff, would undermine the effectiveness of the Program.
- C. The Program may release or suspend the member from the term of service for compelling personal circumstances if the member demonstrates that:
- a. The member has a disability or serious illness that makes completing the term impossible.
 - b. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member.
 - c. The member has military service obligations.
 - d. Some other unforeseeable circumstance beyond the member's control makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or the Program.

- D. Compelling personal circumstances which do not constitute acceptable completion of the Program:
 - a. To enroll in school
 - b. To obtain employment, other than moving from welfare to work
 - c. Because of dissatisfaction with the Program

- E. The Program may suspend the member's term of service for the following reasons:
 - a. Unanticipated personal needs that result in missing days of service.
 - b. Repeated failure to show up for service.
 - c. Extended period of pre-determined personal time off.
 - d. 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. The member, however, will not receive back living allowances or credit for any service hours missed.)

- F. 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 VI of this agreement.

- G. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (B), (D), and (E), the member will cease to receive the benefits described in paragraph (A) of section V and will receive no portion of the education award or interest payments.

- H. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the member will cease to receive benefits or may receive a pro-rated education awarded as described in paragraphs (B) and (C) of section V.

VIII. REQUIREMENTS RELATED TO FUNDRAISING AND EDUCATION/TRAINING

Member understands the following rules related to fundraising:

- A. 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 and

Member understands under what circumstances program resources may be raised

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

Member understands the following rules related to education/training hours

- (a) No more than 20 percent of the aggregate of all AmeriCorps member service hours in your program, as reflected in the member enrollments in the National Service Trust, may be spent in education and training activities.

(b) Capacity-building activities and direct service activities do not count towards the 20 percent cap on education and training activities.

IX. REQUIREMENTS RELATED TO NON-DUPLICATION AND NONDISPLACEMENT

The member understands the regulations related to Non-duplication and Nondisplacement as follows:

(A) 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—
 - (i) Will supplant the hiring of employed workers; or
 - (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - (i) Presently employed worker;
 - (ii) Employee who recently resigned or was discharged;
 - (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (v) Employee who is on strike or who is being locked out.

(B) Supplantation. Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year.

(C) 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.

XII. Civil Rights and Non-Harassment

Conservation Legacy as zero tolerance for the harassment of any individual or group of individuals for any reason. Conservation Legacy is committed to treating all persons with dignity and respect. Conservation Legacy prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any Conservation Legacy employee or AmeriCorps member.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

X. GRIEVANCE PROCEDURES (See attached Grievance Procedure and AmeriCorps Code of Federal Regulations, § 2540.230)

- A. The member understands that Conservation Legacy has a grievance procedure to resolve any matters of concern or dissatisfaction relating to any AmeriCorps program issues; such as, but not limited to assignments, evaluations, suspension, or release of cause.
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Conservation Legacy's grievance procedure.

XI. Program has written policies that address:

- A. Grievance Procedures
- B. Drug-Free Workplace
- C. Nondiscrimination
- D. Reasonable accommodation for members with disabilities

XII. AMENDMENTS TO THIS AGREEMENT

This agreement may be changed or revised only by written consent by both parties.

XIII. AUTHORIZATION

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

AmeriCorps Member:

Certifying Official:

Signature

Signature

Name

Name

Parent/Legal Guardian (if member is under 18)

Title

Date

Date

Attachments:

- *Living Allowance Pay Schedule*
- *Grievance Procedures*
- *Drug-Free Workplace*
- *Nondiscrimination*
- *Reasonable Accommodation Form & Policy (for members with disabilities)*

AmeriCorps Living Allowance Pay Schedule

Weekly stipends are distributed on a bi-weekly basis via direct deposit.

AmeriCorps Program Grievance Procedures

In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the AmeriCorps program to deal with grievances from participants, labor organizations, and other interested individuals.

Step 1 of the grievance process should be the filing of a written grievance by the affected party seeking personal relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues; such as, but not limited to assignments, evaluations, suspension, or release of cause. Should the affected party decide to file a grievance, the following options are available for settling a grievance:

- Option 1: Resolution through Immediate Supervisor. Prior to initiating the formal written grievance procedure, the aggrieved member should refer the complaint to his/her immediate supervisor who will attempt to resolve the complaint by mediation.
- Option 2: Optional Alternative Dispute Resolution (ADR). As a first option, a member may choose to have the operating site designate a neutral party to resolve the complaint. Please read the ADR section regarding specific guidance and time limits for ADR process.
- Option 3: Grievance Hearing. A member may choose a grievance hearing to resolve the complaint. A written request for such a hearing must be made in writing to the Program Director. Please read the Grievance Hearing section regarding specific guidance and time limits for the grievance hearing and the grievance hearing decision.
- Option 4: Binding Arbitration. Bind Arbitration is available to the affected party only if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the initial grievance. Please read the Binding Arbitration section regarding specific guidance and time limits for arbitration proceedings.

Optional Alternative Dispute Resolution (ADR): ADR must be selected within 45 days of the underlying dispute. If a member chooses ADR as a first option, a neutral party designated by Conservation Legacy will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, nonbinding, and informal. The process is aided by a neutral party and the neutral party may not compel a resolution. Rules of evidence will not apply. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

If ADR is chosen by the member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a grievance hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process. If matter is resolved, the terms of the resolution are recorded in a written agreement, and the party agrees to forego filing any further grievance on the matter under consideration.

Grievance Hearing: A member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the program director, Jenn Bartlett (jenn@conservationlegacy.org). Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member information that it relied upon in its disciplinary decision.

The Vice-President of Conservation Legacy, Amy Sovocool, will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. No proceeding communication from ADR may be referred to or used as evidence in hearing. A hearing must be

held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

Binding Arbitration: An aggrieved party may request binding arbitration, if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be qualified, independent and selected by agreement of both parties. If the parties cannot agree on an arbitrator, the Corporation for National and Community Service's Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators within 15 calendar days after receiving a request from either party.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration or no later than 30 calendar days after the appointment of an arbitrator by the CNCS CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the Program will pay the total cost of the proceeding as well as the prevailing party's attorneys' fees.

If the grievance alleges fraud or criminal activity then it must be brought to the attention of CNCS.

Drug-Free Workplace

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:

- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;
- Actions, including termination from the program, will be taken against any member for violations of such prohibitions;
- As a condition of service as an AmeriCorps Member:
 - Members will abide by the terms of drug-free workplace policy; and
 - 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.
- In joining AmeriCorps, the member agrees to remain drug-free for the remainder of the year.

As part of an ongoing member orientation and training, the program will inform members about:

- The dangers of drug abuse in the workplace and service area;
- The program's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon members for drug abuse violations occurring in the workplace or service area.

Non-Discrimination

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most cases, religion.

Reasonable Accommodation for Members with Disabilities

AmeriCorps encourages individuals with disabilities to participate as national service providers through the AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, Conservation Legacy complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term "disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individuals major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

A "qualified individual with a disability" is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.

The program shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an "undue hardship". A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the a Reasonable Request Form of the accommodations they will be needing and submitting it to Jenn Bartlett (jenn@conservationlegacy.org).

Confidentiality: Information provided regarding her/his disability, by a potential Member or a Member shall be kept confidential, except that appropriate supervisors, managers, and safety and health personnel may be informed regarding any restrictions in service duties or necessary accommodations. Government personnel may be provided information in compliance with various laws and regulations.

Self-Identification: A potential Member or a Member with a disability is not required to disclose information about any physical or mental limitations, whether or not you believe it will interfere with your capability to perform the essential functions of the position sought or held. If you would like, however, for the program, to consider any special arrangements to accommodate a physical or mental impairment, you may identify that impairment, describe the functional limitations that result from that impairment, and suggest the type of accommodation that you believe would be appropriate. Medical verification of the condition may be requested for the member to be protected under Section 504 of the Rehabilitation Act.

Grievances: An individual whose request for an accommodation was denied may use the grievance procedure outlined in the Member Service Agreement to appeal the decision and/or file a complaint with the Corporation for National and Community Service Equal Opportunity Office within forty-five days of the decision or forty-five days from when the member becomes aware of the decision.