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 the Sitka AmeriCorps Program (hereinafter referred to as the Program). This Agreement is in regard to an AmeriCorps term of service with Sitka AmeriCorps Program.

The Member understands that by participating in the Program, the Member does not become an employee of Sitka School District or ______________________________________ (host-site). Any benefits received by the Member or allowances paid to the Member are paid and provided only by and to the extent of the terms of a grant provided through the Corporation for National and Community Service.

II. MEMBER ELIGIBILITY REQUIREMENTS

By signing this document, the member certifies that

- He/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 18 years of age.
- Satisfy the National Service Criminal History Check eligibility criteria pursuant to 45 CFR 2540.202
- Has obtained a High School diploma or its equivalent, or
- Will obtain a high school diploma or its equivalent prior to using the education award

III. POSITION DESCRIPTION

The Member will serve as _____________________________________________ with the Host Agency ______________________________________________. The name of the member’s direct supervisor is __________________________________________ who can be reached by phone/email at __________________________.

A full version of the position description can be found as Attachment 2 of this document.

IV. TERMS OF SERVICE

A. The member’s term of service begins on _______________ and ends _______________. 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.
   b. The member’s service has been terminated, but a grievance procedure has resulted in reinstatement.

B. The member will complete a minimum of _____________________ during the term of service indicated in this agreement.

   a. Full-Time Members must serve a minimum 1700 hours during a period of 10-12 months.
   b. Completion of hours prior to the 10-12 months is NOT sufficient to exit 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 complete
   a. the duration of their service (as noted in A above),
   b. all the hours of service (as noted in B above),
   c. satisfactorily complete all assignments, tasks or projects, and
   d. submit all required timesheets, data collection reports and exit paperwork

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

The member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement.

E. The member understands that no more than twenty percent (20%) of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, may be spent on training hours.

V. BENEFITS

A. The member will receive from the Program the following benefits:
   a. A monthly living allowance in the amount of: $1,200.00 The living allowance is designed to help members meet the necessary living expenses incurred while participating in the AmeriCorps Program. It is not based on hours served and will not fluctuate based on the number of hours served. See attachment 3 for living allowance pay schedule.
      i. The living allowance is taxable, and taxes will be deducted directly from the living allowance. Taxes include FICA and income tax.
      ii. The living allowance will be distributed monthly by direct deposit starting on _____________________________. The monthly amount will depend on the member’s W-4 form.
      iii. The first and last month of service is prorated in compliance with the Program’s policy. For less than half a month of service a half living allowance for that month will be paid. A member may receive no more than twelve (12) payments for a term of service. There must be service hours completed in the month the living allowance is received. Living allowance is not for previous month service.
      iv. Upon exiting from the program, the member’s living allowance will cease. The member may not receive a lump sum payment for any unused living allowance.
      v. The living allowance does not fluctuate based on the number of hours served in a pay period.
vi. In the event the member completes the 1700 hour minimum, member must perform a minimum of twenty (20) hours per week or eighty (80) hours per month to receive the living allowance.

vii. Note: The State of Alaska has deemed AmeriCorps positions ineligible for unemployment compensation. No unemployment deductions will be taken from the member’s check; therefore, the member is not eligible to collect unemployment after their term of service.

b. Health benefits are provided for members in need of insurance. Only members with other health insurance may opt out of this benefit. Proof of other coverage is required. The health insurance policy and form to opt out is attached. See Attachment 4.

B. If applicable, a child care allowance is available to qualified members and will be provided by the official AmeriCorps Child Care provider (GAP Solutions Inc.) directly to the provider. Additional information and forms may be found online at: www.americorpschildcare.com

C. 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 a full-time 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. 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.

D. Forbearance on qualified student loan is another benefit offered to AmeriCorps Members. Forbearance is a temporary postponement of principal loan payments. Interest continues to accrue, but if the member has received forbearance on a qualified student loan 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. In order to receive this payment, the member must satisfactorily complete the term of service (see IV. C).

E. Education award are subject to federal income tax in the year in which they are utilized.

F. Education award must be used within seven (7) years of completion of service.

G. The Member may be eligible for a prorated Education Award if the Member is released due to compelling personal circumstances and has completed at least 15% of their total hours of service. If the Member is released without a compelling reason, the Member will receive no portion of the Education Award.

H. A Member may only earn an equivalent of two full-time education awards in his/her lifetime, regardless of the length of the term of service.
VI. STANDARDS OF CONDUCT

A. 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 host agency.
   b. Demonstrate mutual respect toward others
   c. Follow directions
   d. Direct concerns, problems, and suggestions to program manager
   e. Adhere to HOST SITE’S confidentiality policy
   f. All other positive behaviors expected of members

B. 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. 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. Consuming alcoholic beverages during the performance of service activities
   h. Being under the influence of alcohol or any illegal drugs during the performance of service activities
   i. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service

VII. PROHIBITED ACTIVITIES

Engage in any AmeriCorps-prohibited activities specified in the regulations 45 CFR § 2520.65, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps' federal funder CNCS, staff, members and volunteers recruited by 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 service agreements 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:

Member Initials: ______________ Date: ______________

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most cases, religion.
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 7. above, unless Grant assistance are not used to support the religious activities.

9. Conducting a voter registration drive or using grant assistance 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. Individuals should not wear the AmeriCorps logo while doing so.

VIII. NONDUPlication AND NONdisplacement

According to 45 CFR § 2540.100 (e)-(f), AmeriCorps members may not duplicate activities or displace employees and/or volunteers.

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) 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;

Member Initials: __________________ Date: ______________

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

IX. FUNDRAISING BY MEMBERS

According to 45 CFR § 2520.40-45, AmeriCorps members must use the guidance below concerning raising resources (fundraise) while earning service hours:

§2520.45

(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.

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.

X. REQUIREMENT UNDER THE DRUG-FREE WORKPLACE

Member must abide to the Drug-Free Workplace Act, and in doing so
   a. Cannot unlawfully manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs while serving as an AmeriCorps member
   b. Must abide by the terms of this prohibition and must notify the program director of any conviction under a criminal drug statute no later than 5 days after such a conviction
   c. Specific actions will be taken against members for violation of this prohibition, including personnel actions up to and including termination, and/or the requirement to satisfactorily participate in a drug abuse assistance or rehabilitation program.

XI. CIVIL RIGHTS REQUIREMENTS and NON-HARASSMENT

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

Sarah Joan Lawrie
601 HPR
XII. CONSEQUENCES FOR VIOLATING STANDARDS OF CONDUCT (2 CFR 2522.230)

Consequences: In general, for violating the above stated rules in section VI (a-c), the Program will do the following:

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 written warning and reprimand the member.
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.

The member understands that he/she will be either suspended or released from the program in accordance with the below guidance. An AmeriCorps program may release a participant from completing a term of service for compelling personal circumstances, as determined by the program, or for cause.

(a) Release for compelling personal circumstances.
   (1) An AmeriCorps program may release a participant upon a determination by the program, consistent with the criteria listed in paragraphs (a)(6) and (a)(7) of this section, that the participant is unable to complete the term of service because of compelling personal circumstances, if the participant has otherwise performed satisfactorily and has completed at least fifteen percent of the agreed term of service.
   (2) A participant who is released for compelling personal circumstances and who completes at least 15 percent of the required term of service is eligible for a pro-rated education award.
   (3) The program must document the basis for any determination that compelling personal circumstances prevent a participant from completing a term of service.
   (4) Compelling personal circumstances include:
      (i) Those that are beyond the participant’s control, such as, but not limited to:
         (A) A participant’s disability or serious illness;
         (B) Disability, serious illness, or death of a participant’s family member if this makes completing a term unreasonably difficult or impossible; or
(C) Conditions attributable to the program or otherwise unforeseeable and beyond the participant's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible;

(ii) Those that the Corporation, has for public policy reasons, determined as such, including:

(A) Military service obligations;
(B) Acceptance by a participant of an opportunity to make the transition from welfare to work; or
(C) Acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives the promotion of employment among its participants.

(5) Compelling personal circumstances do not include leaving a program:

(i) To enroll in school;
(ii) To obtain employment, other than in moving from welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its participants; or
(iii) Because of dissatisfaction with the program.

(b) Release for cause.

(1) A release for cause encompasses any circumstances other than compelling personal circumstances that warrant an individual's release from completing a term of service.

(2) AmeriCorps programs must release for cause any participant who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.

(3) A participant who is released for cause may not receive any portion of the AmeriCorps education award or any other payment from the National Service Trust.

(4) An individual who is released for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the individual for an education award, regardless of whether the individual completes a term of service.

(5) An AmeriCorps*State/National participant released for cause may contest the program's decision by filing a grievance. Pending the resolution of a grievance procedure filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is considered to be suspended. For this type of grievance, a program may not—while the grievance is pending or as part of its resolution—provide a participant with federally-funded benefits (including payments from the National Service Trust) beyond those attributable to service actually performed, without the program receiving written approval from the Corporation.

(6) An individual's eligibility for a subsequent term of service in AmeriCorps will not be affected by release for cause from a prior term of service so long as the individual received a satisfactory end-of-term performance review as described in §2522.220(c)(2) for the period served in the prior term.

(7) Except as provided in paragraph (c) of this section, a term of service from which an individual is released for cause counts as one of the terms of service described in §2522.235 for which an individual may receive the benefits described in §§2522.240 through 2522.250.

(c) Suspended service. The Program may suspend the member from service for items listed in VI.

(1) A program must suspend the service of an individual who faces an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance.

(2) A program must suspend the service of an individual who is convicted of possession of a controlled substance.

(3) An individual may not receive a living allowance or other benefits, and may not accrue service hours, during a period of suspension under this provision.

(d) Reinstatement.
(1) A program may reinstate an individual whose service was suspended under paragraph (c)(1) of this section if the individual is found not guilty or if the charge is dismissed.

(2) A program may reinstate an individual whose service was suspended under paragraph (c)(2) of this section only if the individual demonstrates the following:

(i) For an individual who has been convicted of a first offense of the possession of a controlled substance, the individual must have enrolled in a drug rehabilitation program;

(ii) For an individual who has been convicted for more than one offense of the possession of a controlled substance, the individual must have successfully completed a drug rehabilitation program.

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

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

A. The member understands that he/she has a right to file a grievance to resolve disputes in accordance with the grievance procedures described in See Attachment 4.

B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program’s grievance procedure.

IX. Program has written policies that address:

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

X. AMENDMENTS TO THIS AGREEMENT
This agreement may be changed or revised only by written consent by both parties.

XI. 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. (If the member is under the age of 18 years old, the member’s parent or legal guardian must also sign.)
AmeriCorps Member:

________________________
Signature

________________________
Name

________________________
Parent/Legal Guardian (if member is under 18)

________________________
Date

AmeriCorps Program Director:

________________________
Signature

________________________
Name

________________________
Title

________________________
Date

Attachments:
- Grievance Procedures (1)
- Member Position Description (2)
- Living Allowance Pay Schedule (3)
- Health Benefits (4)

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most cases, religion.
AmeriCorps Program Grievance Procedures- Attachment (1)

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. 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 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.

(c) 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.

Edit/add section below to increase the clarity of the procedure or to add specific program/organizational details such as the name/job title of the individual to whom written grievances should be submitted.

**Do NOT change any of the above required timeframes and steps in the procedure.**

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 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. Binding 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.
**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. 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 Business Manager of Sitka School District 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 business 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 Business Manager of the Sitka School District. 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.