

## I. Purpose

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It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of << MEMBER NAME >> (hereinafter referred to as the member) in the California JusticeCorps AmeriCorps Program (hereinafter referred to as the Program).

## II. Position Description

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The member will be serving with the Program as a JusticeCorps Student Member in the Bay Area. The full description of member duties and responsibilities is included as an addendum attached to this Member Service Agreement.

The name of the member's regional supervisor is Dan Siskind who can be reached by phone/email at 510-891-6406/dsiskind@alameda.courts.ca.gov.

## III. Terms of Service

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- (a) The member's term of service begins on September 9, 2023 and ends no later than August 15, 2024. The program and the member may agree, in writing, to extend this term of service for the following reasons:
- 1) The member's service has been suspended or temporary leave was granted due to compelling personal circumstances;
  - 2) The member's service has been terminated, but a grievance procedure has resulted in reinstatement
- (b) In order to complete successfully and earn the Education Award, the member MUST complete a minimum hours of service for the term of service (slot type) indicated in this agreement.

	Member Type	Minimum Hours Required
<input type="checkbox"/>	Full Time (FT)	1,700 hours
<input type="checkbox"/>	Three Quarter Time (TQT)	1,200 hours
<input type="checkbox"/>	Half Time (HT)	900 hours
<input type="checkbox"/>	Reduced Half Time (RHT)	675 hours
<input type="checkbox"/>	Quarter Time (QT)	450 hours
<input checked="" type="checkbox"/>	Minimum Time (MT)	300 hours
<input type="checkbox"/>	Abbreviated Time (AT)	100 hours

Please indicate the term of service that applies to this member by checking the corresponding box.

- (c) The member understands that to complete the term of service successfully (as defined by the program and consistent with AmeriCorps regulations) and to be eligible for the education award, they must complete the duration of their service as noted in paragraph (a) of this section, and the minimum hours of service as noted in paragraph (b) of this section. **This is why timekeeping is so important and the program will review their timekeeping process during orientation.**

- (d) The member understands that to complete the term of service successfully as defined by the program, the member must adhere to all details of the attached “Program Requirements,” which covers the following categories. Some detail on each category is included here and additional detail on all is included in “Program Requirements.”:
- 1) Service and Schedule: To complete 300 hours of service in the time frame allotted with an adequate safety margin, accounting for holidays when the courts are closed and sick days, members must serve a minimum of 8 hours per week for 9-10 months. Accordingly, the regular work schedule for Student members in the JusticeCorps program is 2 4-hour shifts per week. Generally, a.m. shifts are approximately 8:00 a.m. to Noon and p.m. shifts are 1:00 p.m.-5:00 p.m. Any time served outside of normal business hours must be supervised.
  - 2) Attendance Policy: Detailed in the attached “**Program Requirements**” and in **Section VI.** of this Agreement, “Rules of Conduct.”
  - 3) Training: Student-members must attend a 2-day orientation and intensive, mandatory site-based training during the first weeks of the term of service (usually held the first 5 Friday afternoons following orientation). All training dates (other than site-based training) are listed in this contract. All absences from scheduled trainings must receive approval from the central program office prior to the date of the training.
  - 4) State and National Days of Service: Detailed in the attached “**Program Requirements**”
  - 5) Reflection Sessions: Detailed in the attached “**Program Requirements**”
  - 6) Documenting Service Activities: Detailed in the attached “**Program Requirements**”
  - 7) Allowable Service Activities: Members may only record service and training hours for activities that have been preapproved by the JusticeCorps staff. Unauthorized trainings, observation and other court-based enrichment activities are not allowable unless the JusticeCorps Program Director or Managing Attorney has provided prior approval. No exceptions apply.
  - 8) Timekeeping: JusticeCorps uses sign-in sheets and an online time tracking system to record all member service hours. Members are required to sign in when they arrive on site and sign out when they leave for lunch or at the end of a shift. When the service day is done, members must log onto the online system and enter the number of hours served. Timesheets are due the 15<sup>th</sup> and 30/31<sup>st</sup> of each month. Timesheets will only be approved if service hours listed on the sign in/ sign out sheet match hours listed in the online system. If there are any discrepancies or questions regarding time recorded, a member’s timesheet will be rejected. It will only be approved once the appropriate changes have been submitted and reviewed by the site supervisor. Falsification of time served on a sign-in sheet and in the online system will lead to disciplinary action, including the possibility of immediate dismissal
  - 9) Member Evaluation: Detailed in the attached “**Program Requirements**”
  - 10) Member Exit: Detailed in the attached “**Program Requirements**”
  - 11) 30-day Exit Rule: Detailed in the attached “**Program Requirements**”
- (e) The member understands that if 300 hours of service are completed prior to **May 1, 2024**, the member **is still required to continue service** until **May 1, 2024**. Members may conclude their term of service and leave in good standing before the **May 1, 2024**, date **only** if they receive prior approval from the JusticeCorps Program Director. Permission is granted on a case-by-case basis.
- (f) The member is to perform 300 hours of service at an assigned service location. The member’s participation in JusticeCorps is an important commitment and the member will arrange his/her/their schedule so that the member will be available during the service and training schedule established by JusticeCorps.

The member will be assigned to a service placement by the JusticeCorps program staff. If the member has any questions or concerns regarding his/her service site placement, the member will discuss these issues with the JusticeCorps staff. The JusticeCorps program staff will create the member’s initial service schedule. If changes need to be made to this schedule, the member will consult directly with the site supervisor. However, final approval by the JusticeCorps staff is required for all permanent schedule changes. At no time are members allowed to accrue service hours before or after normal business hours if that service is unsupervised. Remote service hours will be supervised and self-guided online trainings will be verified via

training certifications generated when members complete the work. All member activities must be preapproved by the site supervisor and JusticeCorps Program Director before hours on a project can be counted.

All members are required to be available to serve their scheduled shift hours, in-person, at their placement site. In some regions, JusticeCorps members may be assigned to remote/teleservice shifts where the member is permitted or required to serve remotely. If a member's supervisor determines that placement site operations necessitate in person service, members may be required to report to their placement site for their scheduled shift on a teleservice day. Teleservice may be terminated at any time by a member's supervisor or JusticeCorps Program Director.

- (g) 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 a subsequent term of service with this program will be based on at least an end-of-term evaluation of the member's performance focusing on factors such as whether the member has:
  - (1) Satisfactorily completed assignments, tasks, and projects
  - (2) Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
- (h) The member understands, however, that mere eligibility for an additional term of service does not guarantee future selection or placement.

#### IV. Enrollment in the My AmeriCorps Portal

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The My AmeriCorps Portal is the mechanism through which programs enter and update member records, including enrolling a member and recording the individual's start date. Programs must enter applicants into the Portal prior to their first day of service and in sufficient time for AmeriCorps to automatically or manually verify an individual's Social Security Number and citizenship eligibility. **Program staff must also certify that the member's required National Service Criminal History Check components were completed and considered, no later than the day before their first day of service.** Applicants will not be permitted to enroll in the National Service Trust prior to those steps occurring.

AmeriCorps expects member enrollments to be completed in the My AmeriCorps Portal no later than eight (8) days after the start date of the member. An individual is presumed to be an AmeriCorps member as of the start date reflected in the My AmeriCorps portal. **The Member's start date on the Member Service Agreement should match the start date entered by the program in the portal.** Delays to enrollment may require updating the start date on the Member Service Agreement accordingly.

Members are exited from the portal at the end of the service term, which includes the member attesting to hours reported. This is then certified by the Program staff who complete the exit, and is the mechanism for the Segal Education Award eligibility to be established.

The first eight days of a member's participation in the JusticeCorps program are considered probationary. The eight-day probationary period is an opportunity to see if the member is a good match for the program and vice versa. Should the program director, site supervisor or member decide that enrollment into the program is not appropriate for that member, the member may be removed from JusticeCorps without having taken up a member slot.

During this probationary period, a member may be released from the program for any reason. Reasons for release during this period may include, but are not limited to the following: scheduling and/or attendance concerns, failure to follow reasonable directions from the supervisor or staff, missing site or program events or trainings, behavior or attitudes inconsistent with program expectations. Release during the probationary period will not affect a member's eligibility to participate in other

## V. Benefits

The member will receive or may be eligible for the following Program benefits:

- Worker’s Compensation Insurance** is provided for all JusticeCorps members by the Judicial Council of California. It covers injuries incurred during on-site service, at training, or during a service day event. If a member needs immediate medical attention, the member should visit his/her doctor or nearest emergency room immediately. A member will be reimbursed for cost incurred during the medical visit. After the medical visit, the member must notify the JusticeCorps program staff regarding the injury so that the appropriate paperwork may be submitted to the insurance provider.
- (a) **Segal Education Award (FY23).** Upon successful completion of the member’s term of service, the member will receive a Segal education award from the National Service Trust. This requires **reaching the minimum number of required service hours and completion of the duration of the service term.** Please indicate the amount awarded to the member upon successful completion of the term of service by checking the corresponding box below. The Segal award is taxable at the time it is withdrawn. Please note the amount can differ slightly depending on when your program received its grant award. Your MyAmeriCorps portal will have the correct amount.

	Member Type	Minimum Hours Required	Education Award Amount
<input type="checkbox"/>	Full Time (FT)	1,700	\$6,895.00
<input type="checkbox"/>	Three Quarter Time (TQT)	1,200	\$4,826.50
<input type="checkbox"/>	Half Time (HT)	900	\$3,447.50
<input type="checkbox"/>	Reduced Half Time (RHT)	675	\$2,626.27
<input type="checkbox"/>	Quarter Time (QT)	450	\$1,824.07
<input checked="" type="checkbox"/>	Minimum Time (MT) & Summer Associate	300	\$1,459.26
<input type="checkbox"/>	Abbreviated Time (AT)	100	\$388.03

- Prior Release for Cause:** The member understands that failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render them ineligible to receive the education award.
- Title IV Educational Agencies/Loans**  
 By signing this service agreement the member acknowledges their understanding that the Education Award may be used for the current cost of attendance at a qualified educational institution, or to repay a qualified education loan. A qualified educational institution is a Title IV agency, meaning they have an agreement with the federal government to handle Title IV federal funds. A qualified loan is a Title IV educational loan. Personal loans, even though used for educational purposes, do not qualify if they are not Title IV loans.

Member Initials: \_\_\_\_\_ Date: \_\_\_\_\_

- **No Cash Award for Segal Education Award**

The member further acknowledges that as an AmeriCorps State member they do not have the option to receive a cash award given directly to the member. Funds are transferred directly from the National Service Trust to the qualified educational agency or loan holder.

- **Education Award Transfer**

By signing this agreement, the member acknowledges they have been informed that **they must be 55 or above** at the time of enrollment in order to qualify to transfer an Education Award to their qualified child, grandchild or foster child.

**Additional information about the use and limitations of the Education Award can be found here:** [Segal Education Award](#)

If the member has **completed at least 15% of the service hour requirement**, and is exited for **compelling personal circumstances**, the member may receive a **pro-rated education award** for both the Segal and California For All Awards [see XI. 2 below].

**(b) Loan Deferment & Interest Forbearance and Repayment.**

**Members with qualifying student loans can apply for loan deferment and interest forbearance at the start of service through the My AmeriCorps portal.** If the member applies for an receives forbearance on a qualified student loan during the term of service, the National Service Trust may repay a portion or all of the interest that accrued on the loan during the term of service. Member *must complete their term of service* to qualify for interest repayment and must request it at the completion of the term via the My AmeriCorps portal. **Learn how to request loan forbearance at the start of service, and interest accrual payment after completing your term, in your My AmeriCorps portal [here](#).**

## VI. Prohibited Activities – Program Must Review with Members

### 45 CFR § 2520.65

AmeriCorps members may not engage in the below 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 on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

- (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 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:
  - (i) a business organized for profit;
  - (ii) A labor union;
  - (iii) A partisan political organization; or

- (iv) 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 participating in advocacy activities undertaken at their own initiative; and
- (v) An organization engaged in the religious activities described above in prohibited activity 7, unless AmeriCorps assistance is not used to support the religious activities.
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services
- (11) Such other activities as the AmeriCorps Agency may prohibit.

*In addition to the above activities, the below activities are additionally prohibited:*

**Census Activities.** AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

**Election and Polling Activities.** AmeriCorps member may not provide services for election or polling locations or in support of such activities.

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-AmeriCorps (CNCS) funds. Individuals should not wear the AmeriCorps logo while doing so.

## VII. Rules of Conduct

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- (1) The member is expected to, at all times while acting in an official capacity as an AmeriCorps member: Comply with the rules and standards of the Superior Court of California, County of Alameda and their placement court/agency.
- (2) Demonstrate mutual respect toward others
- (3) Follow rules and directions given by direct supervisors, JusticeCorps university representative, and the JusticeCorps program staff
- (4) Adhere to the attached JusticeCorps **Program Requirements and Rules of Conduct**
- (5) Adhere to the JusticeCorps Attendance Policy—as detailed in the attached “Rules of Conduct.
- (6) Adhere to the JusticeCorps Dress Code—as detailed in the attached “Rules of Conduct”
- (7) Adhere to JusticeCorps Standards of Professionalism regarding Behavior and Hygiene--as detailed in the attached “Rules of Conduct”
- (8) Adhere to the JusticeCorps policy on Fraternalization between Staff, Service Members, and Service Recipients-as detailed in the attached “Rules of Conduct”: Service site staff and members in violation of this policy will face disciplinary action, which may lead to a member (or staff) being transferred from his/her original site or immediate dismissal from the program.
- (9) Direct concerns, problems, and suggestions to Dan Siskind, Bay Area JusticeCorps Program Director (510) 891-6406 dsiskind@alameda.courts.ca.gov
- (10) Adhere to the JusticeCorps Code of Conduct detailed below.

- (a) The member understands that the following acts also constitute a violation of the Program’s rules of conduct: **[Program may add or change these as needed to align with organization policy. Consider including attendance policy including no call/no show to the service site. Include any progressive discipline or performance improvement policy]**
- (1) Unauthorized tardiness: Members are expected to adhere to their scheduled workday (8:00 am - 4:30 pm). Member attendance and punctuality records will be considered during performance evaluations. Violations of this policy may subject a member to discipline. A member is considered tardy when he or she is not prepared to work at the beginning of the designated start. Excessive tardiness constitutes either three unexcused tardies within a 30-day period or six unexcused tardies within an evaluation period (midterm or end of term evaluation).
  - (2) Unauthorized absences: Members who are absent for medical reasons that extend beyond 29 calendar days must submit to JusticeCorps verification of their inability to serve from a properly certified health care provider. Under such circumstances the member will be suspended from service until he/she is able to resume service. If a medical condition requires absence beyond 29 calendar days and verification of this absence is not provided, the member will be exited for “cause” from the JusticeCorps program (see 30-day exit rule).
  - (3) Repeated use of inappropriate language (i.e., profanity) at a service site
  - (4) Failure to wear appropriate clothing to service assignments: A member who reports to the service site not in uniform or wearing inappropriate clothing will be sent home to change. The member cannot start counting service hours until he/she returns to his/her site in proper attire
  - (5) Stealing or lying
  - (6) Engaging in any activity that may physically or emotionally damage other members of the program or people in the community (see Civil Rights & Harassment Policy section XII.)
  - (7) Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service
  - (8) Consuming alcoholic beverages during the performance of service activities
  - (9) Being under the influence of alcohol, marijuana, or illegal drugs during the performance of service activities
  - (10) Failure to notify the program of any criminal arrest or conviction that occurs during the term of service
- It is the member’s responsibility to contact JusticeCorps program staff promptly on or before their next service workday, if he or she is arrested, charged for any violations of the law, including minor traffic violations, or is a party to any case pending in California.**

(c) **Jury Duty.** The grantee must allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they will continue to receive credit for their normal service hours, a living allowance, healthcare and childcare coverage (if applicable), regardless of any reimbursements for incidental expenses received from the court.

## VIII. Non-duplication and Non-displacement

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### 45 CFR § 2540.100(e)-(f)

**(e) Non-duplication.** 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) Non-displacement.**

- (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.

## IX. Fundraising Regulations

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**“California JusticeCorps does not have an approved Fundraising Performance Measure, therefore our members may not engage in fundraising activities.”**

**45 CFR § 2520.40 Under what circumstances may AmeriCorps members in my program raise resources?**

- (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.



#### **45 CFR § 2520.45 How much time may an AmeriCorps member spend fundraising?**

An AmeriCorps member may spend no more than ten percent of the 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. Consequences for Violating Standards of Conduct

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The member understands that the following acts describe the program's code of conduct. A member may be released from the program for failure to follow the standards of behavior as outlined in the Member Code of Conduct or for violating the policies or procedures as set forth by individual courts. JusticeCorps has two levels of violations that could lead to the member's dismissal.

**Level 1 Violations may include:** tardiness, failure to wear appropriate clothing to service site, unexcused absences, use of inappropriate language, being argumentative and/or other unprofessional behavior to litigants, site staff, JusticeCorps staff, university representatives, university partners, or other members or abuses to the fraternization policy.

**Level 2 Violations may include:** unauthorized contact with litigants, misrepresenting affiliation with JusticeCorps, misrepresentation of time served (either in OnCorps or on sign-in sheets) fighting or being physically abusive, failure to notify JusticeCorps staff of any criminal arrest or conviction within 5 days of its occurrence, and possessing or consuming drugs/alcohol during service activities or abuses to the fraternization policy.

**For a Level 1 violation:** Members will receive a verbal or written warning (email) from the site supervisor or program director—this warning will be put into the member's file. Depending on the violation, the member may be asked to meet with the site supervisor and program director to discuss corrective behavior—the meeting will be documented and placed in the member file. The member will be given 3 weeks to correct his/her behavior. During this time the site supervisor and program director will assess whether or not the member should stay with the program.

**For a Level 2 violation:** Depending on the severity of the violation, a member may be immediately suspended without benefits and possibly terminated from the program without formal warning. For lesser level 2 violations, members will have an immediate meeting with the site supervisor, program director and if necessary other JusticeCorps or court staff to review Code of Conduct guidelines outlined in the member contract and discuss corrective behavior. At the end of the meeting, the member will be suspended or given an opportunity to correct his/her behavior and will be provided an improvement plan. If the member's behavior does not improve right away, the member may be immediately terminated from the program

- Include the consequences of violating the Drug-Free Workplace Act here and/or in section X  
AmeriCorps programs are required to suspend a member who is officially charged with a violent felony or with the sale or distribution of a controlled substance during his/her term of service without receiving credit for hours missed. The member may be reinstated if found not guilty or if the charge is dismissed. If a member who is cleared of such charges is unable to complete the term of service within one year, he/she may accept a pro-rated education award as long as the member has completed 15% of the term of service. If the member is convicted, the program must release the member without any benefits.

## XI. Release from Term of Service

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The member understands that they may be released from their service term for the following reasons:

### 1. RELEASE FOR CAUSE:

The Program may release the member for **cause**:

A release for cause encompasses any circumstances *other than* compelling personal circumstances, that warrant an individual's release from completing a term of service. **This includes both release for misconduct and for a member deciding to leave the program.**

- a. 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.
- b. 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.
- c. 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.
- d. An AmeriCorps 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 AmeriCorps.
- e. 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 as long as the individual receives a satisfactory end-of-term performance review as described in § 2522.220(c)(2) for the period served in the prior term.
- f. A term of service from which an individual is released for cause counts as one of the **maximum 4 terms of service**, unless the member is released for reasons other than misconduct *prior to completing 15%* of a term of service.
- g. Members released for cause from JusticeCorps are ineligible to participate in JusticeCorps for a subsequent term of service.

### 2. RELEASE DUE TO COMPELLING PERSONAL CIRCUMSTANCES:

Per 45 CFR § 2522.230 the Program may release a member from their term of service for **compelling personal circumstances** if the member **has completed at least 15% of their required hours** and **demonstrates circumstances beyond the member's control** that prevent the individual from completing their term of service. This allows the member to receive a **pro-rated Education Award** (based on the % of hours completed).

**Compelling personal circumstances** include: Those that are beyond the participant's control, such as, but not limited to:

- A participant's disability or serious illness;
- Disability, serious illness, or death of a participant's family member if this makes completing a term unreasonably difficult or impossible;

- 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;
- Pregnancy and/or childbirth could be determined to be compelling personal circumstances if the member requests it. Members might qualify under the Family Medical Leave Act if they are covered, or the member could be suspended for up to 2 years to return to the program to complete the term of service.

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

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

Compelling personal circumstances **do not include** leaving a program:

- To enroll in school;
- 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
- Because of dissatisfaction with the program.

**Note:** If a member believes they meet eligibility criteria for a **compelling personal circumstance exit**, to qualify for a pro-rated Education award, **a request must be submitted to the program in writing** on or before the last day of service accompanied by documentation supporting eligibility.

**As an alternative to releasing a participant**, an AmeriCorps program may, after determining that compelling personal circumstances exist, suspend the participant's term of service for up to two years (or longer if approved by AmeriCorps based on extenuating circumstances) to allow the participant to complete service with the same or similar AmeriCorps program at a later time.

**Unemployment Insurance.** The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. [California Labor law also states AmeriCorps members are not eligible for unemployment as they are not employees].

## XII. Other Information

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- Authority:** The member has authority to enter into and perform his or her obligations under this agreement.
- No Gratuities:** The member has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any judicial branch personnel with a view toward securing this agreement or securing favorable treatment with respect to any determinations concerning the performance of this agreement.
- No Litigation:** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect the member's ability to perform his/her obligations under this agreement .
- Compliance with Laws:** The member complies in all material respects with all laws, rules, and regulations applicable to the member.

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Member Initials: \_\_\_\_\_ Date: \_\_\_\_\_

- e. **No Harassment:** The member does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the member may interact in the performance of this agreement, and the member takes all reasonable steps to prevent harassment from occurring.
- f. **Amendments:** This agreement may be changed or revised only by written consent by both parties contained in a written addendum to be attached hereto. Changes to Section 2.0 (Compensation) must be approved by the Court's Executive Officer/Clerk. All other changes may be approved by the Court's Program Director.
- g. **Publicity Release:** The member, by their signature, assigns all rights to California JusticeCorps and AmeriCorps to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by California JusticeCorps unless specifically noted to the contrary.



**Program Civil Rights and Non-Harassment Policy**

Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of government, and AmeriCorps is committed to these principles, including treating all persons who participate in our programs with dignity and respect. The maintenance of diverse, equitable, inclusive, and accessible service environments demands that AmeriCorps maintains zero tolerance for unlawful harassment or discrimination against any individual or groups engaged in national service.

AmeriCorps expects the same commitment from all recipients (Recipients) of its financial or service member/volunteer assistance, including associated individuals, organizations, programs, and projects. This policy is incorporated by reference into the terms and conditions for receiving AmeriCorps financial and service member/volunteer assistance, inclusive of sub-grantees. Recipients are expected to notify service members and volunteers of their rights under this policy.

In accordance with applicable laws and regulations, AmeriCorps prohibits all forms of discrimination and harassment based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by, or receiving, federal financial or service member/volunteer assistance from, AmeriCorps must be free from all forms of discrimination and harassment. Harassment is any unwelcome conduct that is based on any of the protected categories or done in reprisal for opposing discrimination or participating in the discrimination complaint process, when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally protected category. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, text messages, emails, or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures; gender, racial, ethnic, or religious baiting. Harassment can also include physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate discrimination and harassment from anyone, including Recipients, AmeriCorps employees or supervisors; project or site employees and supervisors; project or site non-employees (e.g., contractors or clients of a project or site); or national service participants. Harassment is unacceptable in AmeriCorps' offices or campuses, and in other service-related settings such as convenings, training sessions, service sites, and at service-related social events, whether in person or online.



Any discrimination or harassment, when substantiated, will result in corrective action, up to and including, removal or termination of any individual engaging in such misconduct. AmeriCorps Recipients permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Recipients are expected to take prompt action to effectively address service member and volunteer complaints. Recipients must immediately investigate complaints of discrimination or harassment and take appropriate measures to remedy the situation. Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, service members and volunteers, or any other associated individuals, must report the matter to the personnel in the Recipient's organization who are responsible for investigating such claims or AmeriCorps' Office of Civil Rights (OCR). OCR conducts service member and volunteer discrimination and harassment inquiries. AmeriCorps prohibits any retaliatory action against a person who raises discrimination or harassment concerns.

Service members and volunteers who believe they have been subjected to treatment in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., filing a complainant or acting as a witness) in any AmeriCorps program or project, may contact the OCR at (202) 606-7503 or [eo@cns.gov](mailto:eo@cns.gov). Service members and volunteers must contact OCR within 45 calendar days of an occurrence of discrimination or harassing conduct to initiate an inquiry.

Service members and volunteers are not required to use a program, project, or sponsor dispute resolution process before contacting OCR. While Recipients are expected to take prompt action to effectively address service member and volunteer complaints, Recipients cannot institute policies requiring any such matters be handled "in house." If a service member or volunteer chooses to pursue another dispute resolution or complaint procedure, it does not suspend the 45 calendar-day time limit for contacting OCR. Discrimination and harassment claims not brought to the attention of OCR within 45 calendar days of the occurrence may not be accepted for investigation if a formal complaint of discrimination is filed.

Service members, volunteers, and Recipients may contact OCR at [eo@cns.gov](mailto:eo@cns.gov) for information or assistance.

March 29, 2022  
Date

Michael D. Smith  
Chief Executive Officer  
AmeriCorps

AmeriCorps has a webpage devoted to **member safety concerns** which can be found [here](#).

### XIII. Grievance Procedures

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See attached Grievance Procedure and AmeriCorps Code of Federal Regulations § 2540.230.

- (a) The member understands that the Program has a grievance procedure to resolve disputes concerning a member’s suspension, dismissal, service evaluation, or proposed service assignment.
- (b) The member understands that, as a participant of the program, they may file a grievance in accordance with the Program’s grievance procedure. Early steps of bringing concerns to program staff are outlined in the **Member Issues or Complaints Process** addendum.

### XIV. Attachments

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The following documents are attached to the Member Service Agreement and shall be considered a part of this Agreement for the purposes stated herein.

- **Member Position Description**
- **Healthcare and Childcare (if applicable)**
- **Emergency Contacts Notification Form**
- **Media Release**
- **Member Issues or Complaints Process**
- **Grievance Procedures**
- **Drug-Free Workplace Policy**
- **Reasonable Accommodation Policy**
- **JusticeCorps Program Requirements and Rules of Conduct**
- **JusticeCorps Service Schedule**
- **JusticeCorps Training Schedule**

### XV. High School Education

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I attest that I have obtained a high school diploma or its equivalent or agree to obtain a high school diploma or its equivalent before using the Education Award and I did not drop out of an elementary or secondary school to enroll in the program (or am enrolled in an institution of higher education on an ability to benefit basis and am considered eligible for funds under 20 U.S.C. § 1091).

### XVI. Amendments to and Review of this Agreement

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

### XVI. Authorization

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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 Name (please print)	Member Signature	Date Signed
Parent/Legal Guardian Name, if member is under 18 (please print)	Parent/Legal Guardian Signature	Date Signed
Authorized Program Representative Name (please print) <b>Dan Siskind</b>	Authorized Program Representative Signature 	Date Signed

## JUSTICECORPS MEMBER GENERAL POSITION DESCRIPTION

JusticeCorps is a collaborative project of the Judicial Council of California, California Superior Courts, public and private universities in California, and community partners including legal aid providers.

The program's purpose is to assist individuals, (known as self-represented litigants) who have legal matters pending in court, but are not represented by an attorney. Self-represented litigants face many obstacles in their attempts to resolve important legal matters, including a lack of familiarity with legal terms and mandatory forms and an inability to follow or fully comprehend court proceedings or orders given in court. Inability to resolve legal matters jeopardizes litigants' ability to establish child custody and support orders, resolve other family law issues, secure safe, affordable housing, to overcome barriers to employment, to obtain guardianships and conservatorships, or to avoid domestic violence, elder abuse, and civil harassment.

JusticeCorps members will be trained to provide legal information to self-represented litigants to assist them with resolving important legal matters such as those described above. Members will provide service in one or all of the following settings: members will be placed in a Resource Center for Self-Represented Litigants, a Self-Help Legal Access Center, in one or more courtrooms or case flow management offices or virtual courtrooms of the Los Angeles Superior Court, or in a combination of two or more of these settings.

Service may include one-on-one and group interaction with litigants, workshop classroom-style presentations for litigants, and/or assistance to court staff and bench officers. JusticeCorps members primarily assist litigants by helping them prepare court paperwork, by educating and providing information, by making referrals, or through assistance in the court's case management project, all under the supervision of a licensed attorney or other qualified court staff. Members will receive training in a variety of areas to support and enhance the member's service to the public as well as training that will support the member's individual development.

## AMERICORPS POSITION REQUIREMENTS AND BENEFITS

**Service Time Requirements:** To complete 300 hours of service in the timeframe allotted with an adequate safety margin, accounting for holidays when the courts are closed and sick days, members must serve a minimum of 8 hours per week for 9-10 months.

**Compliance with AmeriCorps Rules on Prohibited and Unallowable Activities:** JusticeCorps Member duties do not include any prohibited or unallowable activities per **45 CFR § 2520.65**.

**Compliance with AmeriCorps Rules on Member Training Hours:** Member training hours must not exceed 20% of total service hours for the member's term of service: **JusticeCorps Student-members may complete a maximum of 60 training hours.**

**Segal Education Award:** Upon successful completion of 300 hours of service, JusticeCorps student-members are eligible to earn a \$1,459.26 Eli Segal Education Award from the AmeriCorps National Service Trust.

## JUSTICECORPS STUDENT-MEMBER POSITION DESCRIPTION

**While the exact duties of each JusticeCorps student-member will vary depending upon placement in service sites, including court-based Self-Help Resource Centers, Self-Help Legal Access Centers, and Small Claims Advisor Offices, the following provides a general description of the primary student-member duties:**



- With guidance from qualified service site staff, provide self-represented litigants with information about procedures, options, scheduling and referrals to appropriate services within or outside the courts;
- With guidance from self-help attorneys and Court Paralegals, assist in the review of self-represented litigants' files, documents, and electronic case summaries and indexes to prepare for workshops, clinics, and other assistance as assigned by supervisors;
- With guidance from qualified service site staff, assist self-represented litigants in the completion of legal forms and documents;
- Assist in self-help workshops guided by self-help attorneys, Court Paralegals, and other qualified site staff;
- Assist in creation or revision of informational and educational materials for JusticeCorps service sites with guidance of qualified service site staff;

All of the above duties and responsibilities are essential position functions subject to reasonable accommodation. All position requirements listed indicate the minimum level of knowledge, skills and/or ability deemed necessary to perform the duties proficiently. This position description is not to be construed as an exhaustive statement of duties, responsibilities, or requirements. Individuals may be required to perform any other position-related duties as instructed by a supervisor. This position description is not all-inclusive.

Members serving during the program year may engage in some of the activities above via remote access. Considering social distancing guidelines and other changes to court operations that may be necessary due to the ongoing pandemic, some litigants may be served outside of a courthouse setting. Members assisting litigants through remote service will still operate under the supervision of an attorney or other qualified staff, will be expected to properly collect performance measurement data, and will receive appropriate training to provide service via remote delivery.

All members are required to be available to serve their scheduled shift hours, in-person, at their placement site. In some regions, JusticeCorps members may be assigned to remote/teleservice shifts where the member is permitted or required to serve remotely. If a member's supervisor determines that placement site operations necessitate in person service, members may be required to report to their placement site for their scheduled shift on a teleservice day. Teleservice may be terminated at any time by a member's supervisor or JusticeCorps Program Director.

In the event of a local, state, or federal disaster declaration, AmeriCorps members may be asked on a volunteer basis or be required by California Volunteers to activate to assist in disaster response and recovery activities within their communities. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties. JusticeCorps staff and members will have the opportunity to consider proposed member redeployments in terms of existing program and site policies, health and safety issues, and other criteria to determine whether alternate volunteer opportunities are appropriate for JusticeCorps members.

**JusticeCorps Student-Member Minimum Qualifications:**

- 17 years or older;
- U.S. citizen, U.S. national or lawful permanent resident of the United States;
- Enrollment in a partner college or university;
- Commitment to community service and ability to provide continuous service for the entire program year; (Extended absences are not allowed. Members will not be given permission to miss service due to such things as LSAT prep, participation in another service or employment position, for enrollment in coursework or extended law school/career preparation workshops);
- Ability to learn from and attend all JusticeCorps trainings;
- Experience and/or interest in working on problems in our community;

- Willingness to be an active team member and ability to work in a diverse team;
- Members must pass local background check, FBI, and Department of Justice live scan fingerprinting and NSOPW check;
- Members must be able to provide their own transportation to the service location and trainings; and
- Members must have access to email and check email regularly (a minimum of two times a week).

**JusticeCorps Student-Member Essential Skills**

- Ability to apply information learned in training sessions
- Possession of strong verbal communication skills
- Good organizational skills and ability to follow through with assigned tasks
- Ability to interact professionally with litigants, peers, court staff, and supervisors
- Ability to work effectively in a multi-cultural and stressful environment
- Ability to work well in a team setting

Name	Phone	Email	Relationship

The member, by their signature, assigns all rights to California JusticeCorps and AmeriCorps to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by California JusticeCorps unless specifically noted to the contrary

- I agree to the Media Release.
- I decline the Media Release.

## COMMUNICATING CONCERNS

JusticeCorps is committed to open lines of communication. Every staff and team member is available to consider members' input, thoughtfully respond to concerns they may have, and actively help create a plan to address concerns, issues, or complaints.

Members are encouraged to raise concerns or questions about their service site, member activities, training, capacity for managing their term of service, or anything else. Members may initially bring concerns to any of the following:

1. **University rep**—University reps are peer contacts with the responsibility to support all the members serving at the site to which the University rep is assigned. In addition to many other responsibilities, they run reflection sessions, hold regular “office hours” where members can connect with them on a drop-in basis, and manage communications among the service site, the members and campus, and the program staff. If a member shares with the university rep a challenge they may be having, together the member and university rep can discuss best next steps. This will almost always involve sharing the situation with Program Staff, who can then continue communications and make sure the member is fully supported.
2. **Site supervisor**—As the main professional with whom a member works regularly, the Site Supervisor should provide mentoring, coaching, feedback, and ongoing support. If members are comfortable sharing concerns with the site supervisor, the supervisor can help identify how best to make a plan to address the member's concern. This would likely involve looping in the university rep and the regional program staff to design options. For example, if a member is having challenges completing their hours, the team can work together to talk through what those barriers might be, design a plan to mitigate lost hours and encourage getting on track, and make sure the member has what they need to successfully complete their hours.
3. **Regional program staff**—JusticeCorps program directors and program coordinators are available to all members to help them with a variety of concerns. Perhaps the member may prefer not to engage initially with their university rep or site supervisor. It is completely appropriate for members to contact program staff at any time.

## RESOLVING CONCERNS

Program staff are the key facilitators for any member concern that relates directly to their service term, their ability to feel they can serve successfully, and any other issue that may have an effect on their experience with JusticeCorps. Depending on the details of the situation, Program Directors will coordinate as appropriate with university reps and site staff to determine the root of the issue and design a solution. Examples include:

1. Designing a “scaffolded” plan to help a member who may be facing challenges balancing their service term with other commitments.
2. Facilitating conversation about interpersonal challenges members may be facing with service colleagues or site supervisors.
3. Supporting a member who may request changing their site placement, if indeed their site is not a good fit.

Throughout the process, program staff and other stakeholders will commit to listening, to documenting agreements and descriptions of issues, and taking all necessary steps to resolve issues and challenges in a professional, healthy, and neutral manner. The program's goal is for members to have the best experience they can, and to serve in an environment where they can productively air concerns with the confidence that solutions will be sought.



In accordance with [42 U.S.C. 12636](#) and [45 C.F.R. 2540.230](#), state and local applicants that receive assistance from the Corporation for National and Community Service (CNCS/AmeriCorps) must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation. **AmeriCorps members should begin with the Issues & Complaint Process prior** to moving to filing a formal grievance.

In general, aggrieved parties are encouraged to document their specific concerns and requested remedies in writing whenever seeking relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues, such as *assignments, evaluations, suspension, or release for cause*. The procedure outlined below meets the requirements but can be adjusted by the program as long as it is in keeping with the requirements of [42 U.S.C. 12636](#) and [45 C.F.R. 2540.230](#).

## Step 1: Preliminary Complaint Resolution (PCR)

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As a preliminary first step, an aggrieved party should, if at all possible, address the concern directly with the AmeriCorps program in question, either through an immediate supervisor (if the aggrieved party is an AmeriCorps member) or with the program director or similar program authority (if aggrieved party is not an AmeriCorps member or if the direct supervisor is involved in the concern). Together, the program representative and the aggrieved party should first attempt to resolve the complaint through informal discussion and negotiation in alignment with the AmeriCorps program’s standard written policies for resolving complaints and concerns. (See **Issues & Complaint Process Addendum**).

### TIMELINE

**Immediate** (as soon as possible and ideally within 30 days of the occurrence to allow the issue to proceed, if necessary, to ADR before the deadline for an aggrieved party to seek such resolution within 45 days of the alleged occurrence).

## Step 2: Alternative Dispute Resolution (ADR)

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If resolution is not achieved through Step 1 (Informal Resolution), the aggrieved party may then seek resolution through Alternative Dispute Resolution, which requires facilitated mediation and negotiation. ADR mediation proceedings 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, and the proceedings are informal where the rules of evidence do not apply. At the initial session of dispute resolution proceedings, the aggrieved party must be advised in writing of the right to file a grievance and the right to arbitration. If the 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. With the exception of a written agreement, the proceedings are confidential.

### TIMELINE

ADR must be **initiated within 45 days of the alleged occurrence**. If matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the aggrieved party must be informed in writing of the right to file a formal grievance.

### Step 3: Formal Grievance Filing and Hearing

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If resolution is not possible through Step 2 (ADR) and the matter is not resolved within 30 calendar days from the date that the Alternative Dispute Resolution process began, the neutral party must again inform the aggrieved party of their right to file a formal grievance. In the event an aggrieved party files a grievance, the neutral party from ADR 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.

#### TIMELINE

Grievance must be filed **no later than one year after the alleged occurrence** (except for fraud and criminal activity). The grievance hearing must be conducted no later 30 calendar days after the filing. A decision is made no later than 60 calendar days after the filing.

### Step 4: Binding Arbitration

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The final step, 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. A qualified arbitrator will be used who is jointly selected and independent of the interested parties. The Corporation's CEO will appoint an arbitrator if the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from either party. The cost of arbitration is divided evenly between the parties to the arbitration. If the participant, labor organization, or other interested individual prevails during arbitration, then the grantee pays the total cost of the proceeding and the attorney's fees of the prevailing party.

#### Time Limits

- a. 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.
- b. Decision. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
- c. 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.

**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.

**Remedies.** Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include—

- 1) Prohibition of a placement of a participant; and
- 2) In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance -
  - a) Reinstatement of the employee to the position he or she held prior to the displacement;

- b) Payment of lost wages and benefits;
- c) Re-establishment of other relevant terms, conditions and privileges of employment; and
- d) Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

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

**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. (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.

### Other Important Information

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If the grievance is regarding a proposed participant placement, the placement is not to be made unless it is consistent with the resolution of the grievance.

If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the AmeriCorps' Office of Inspector General. Visit [cncsoig.gov](http://cncsoig.gov) or call the OIG hotline at (800) 452-8210.





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 the drug-free workplace policy; and
  - Notify the program director in writing if 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 refrain from use of illegal drugs 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 you that may be imposed upon members for drug abuse violations occurring in the workplace or service area.

I have read and understand the Drug Free Workplace Policy:

AmeriCorps Member Name (please print)	Member Signature	Date Signed



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, CALIFORNIA JUSTICECORPS 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 individual’s 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 Reasonable Accommodation Request Form** and submitting it to the program director. JusticeCorps Program Staff will make this form available to members.

**Confidentiality:** Information provided regarding a 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 AmeriCorps Equal Opportunity Office within forty-five days of the decision or forty-five days from when the member becomes aware of the decision.

I have read and understand the Reasonable Accommodation Policy:

AmeriCorps Member Name (please print)	Member Signature	Date Signed
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## PROGRAM REQUIREMENTS

**Successful completion of the member’s term of service requires the following:**

**A) Service Schedule:**

To complete 300 hours of service in the time frame allotted with an adequate safety margin, accounting for holidays when the courts are closed and sick days, **members must serve a minimum of 8 hours per week for 9-10 months.** Accordingly, the regular work schedule for Student members in the JusticeCorps program is 2 4-hour shifts per week. Generally, a.m. shifts are approximately 8:00 a.m. to Noon and p.m. shifts are 1:00 p.m.-5:00 p.m. Any time served outside of normal business hours must be supervised.

Any changes to this service schedule need to be approved in advance by designated site supervisors AND JusticeCorps program director.

- Members must request approval for sick days and/or contact the site supervisor immediately if an emergency absence is required.
- The JusticeCorps program director and the designated site supervisor may jointly approve vacations, leave requests, or other excused absences if the member has not had excessive sick days or other absences, and is on track to complete required minimum hours with an adequate safety margin. Members must ask for leave requests in writing by email to the designated site supervisor AND to the JusticeCorps program director 10 working days prior to the requested leave date. The JusticeCorps program director will review emergency requests on a case by case basis. Members who take time off must understand that these absences do not count toward the required number of service hours and may affect eligibility for the education award.
- If a member needs to complete the program early he/she/they must submit to the JusticeCorps Director a written request for early discharge at the earliest possible time. Being employed in another job, service opportunity or getting another internship before the program is done is not excusable.

**B) Attendance Policy:**

**Tardiness:**

- Members are expected to adhere to their placements site scheduled shift times. Member attendance and punctuality records will be considered during performance evaluations. Violations of this policy may subject a member to discipline. A member is considered tardy when he or she is not prepared to work at the beginning of the designated start. Excessive tardiness constitutes either three unexcused tardies within a 30-day period or six unexcused tardies within an evaluation period (midterm or end of term evaluation).

**Notification of Extended Absence:**

- Members who are absent for medical reasons that extend beyond 29 calendar days must submit to JusticeCorps verification of their inability to serve from a properly certified health care provider. Under such circumstances the member will be suspended from service until he/she is able to resume service. If a medical condition requires absence beyond 29 calendar days and verification of this absence is not provided, the member will be exited for “cause” from the JusticeCorps program (see 30-day exit rule).

**C) Training:**

Members must be trained at a level to prepare them to conduct appropriate levels of service. Members will receive substantive law training at orientation, on site, via e-learning, and at large group trainings made available throughout the term of service. The content of these trainings will be based on the needs of the members. Each individual member may be required to attend additional training sessions if it is determined that more knowledge is needed.

Student-members must attend a 2-day orientation and intensive, mandatory, site-based training during the first weeks of the term of service (usually held the first 5 Friday afternoons following orientation). All training dates (other than site-based training) are listed in this contract. All absences from scheduled trainings must receive approval from the central program office prior to the date of the training. Absences are approved on a case-by-case basis only and are left up to the discretion of the central program staff. Unexcused absences are prohibited. Absence at orientation will disqualify a member from participating in the program.

Of the 300 hours served, a maximum of 20% of these hours (60 hours) may be in training, education or other similar approved activities.

**D) National Service Days:**

Members must participate in a minimum of one of the national service day programs scheduled by JusticeCorps staff on Martin Luther King, Jr. Day, Cesar Chavez Day, or other dates designated by JusticeCorps or by the program's funder, California Volunteers. Time spent at a service day is recorded as service.

**E) Reflection Sessions:**

The JusticeCorps staff will facilitate discussions with members during mandatory reflection sessions.

Reflection sessions may be held at the JusticeCorps central office, at district courthouses, at a central location in the service region, or online. Reflection sessions provide members with an opportunity to clarify questions, express concerns, share successes and explore commitment to service. Reflection sessions help members to understand and process the work they do as well as build stronger relationships between JusticeCorps members and the JusticeCorps staff and the members. Time spent at reflection sessions is recorded as training.

**F) Documenting Service Activities:**

All members must accurately record service activities completed on each service day. Each member must document the number of instances of assistance provided, record high need populations served, and ensure that supervising attorneys review documents with which the attorneys provided assistance. This information is recorded on the Member Service Tally Sheet. It is each member's responsibility to obtain the site supervisor's initial (required at the end of each day of service) and signature (required at the end of each month). During designated "snapshot" periods (once per quarter) members are required to ask all litigants they assist to complete a survey. The university representative assigned to each site will pick up members' completed data collection tools—monthly for tally sheets, quarterly for litigant feedback surveys. Members may be asked to make corrections if the tally sheets are incorrect after data is verified. Days of service listed on the tally sheet must align with days of service recorded via OnCorps. Discrepancies must be corrected before hours will be approved in OnCorps.

**G) Allowable Service Activities:**

Members may only record service and training hours for activities that have been preapproved by the JusticeCorps staff. Unauthorized trainings, observation and other court-based enrichment activities are not allowable unless the JusticeCorps Program Director or Managing Attorney has provided prior approval. No exceptions apply. **Please see the Member Position Description for specifics on allowable service activities.**

**H) Timekeeping:** JusticeCorps uses sign-in sheets and an online time tracking system to record all member service hours. Members are required to sign in when they arrive on site and sign out when they leave for lunch or at the end of a shift. When the service day is done, members must log onto the online system and enter the number of hours served. Timesheets are due the 15<sup>th</sup> and 30/31<sup>st</sup> of each month. Timesheets will only be approved if service hours listed on the sign in/ sign out sheet match hours listed in the online system. If there are any discrepancies or questions regarding time recorded, a member's timesheet will be rejected. It will only be approved once the appropriate

changes have been submitted and reviewed by the site supervisor. Falsification of time served on a sign-in sheet and in the online system will lead to disciplinary action, including the possibility of immediate dismissal.

**I) Member Evaluation:**

AmeriCorps requires that all programs conduct a midterm and end-of-term evaluation of its members. Member evaluations offer an opportunity to provide members with positive reinforcement and instructional feedback that can improve service. Members are required to write a self-evaluation at the midterm period which is then shared with the site supervisor as part of the evaluation process. The end-of-term evaluation will take place on a member's last day of service.

A member must receive satisfactory performance evaluations to be eligible for a second term of service with JusticeCorps.

**J) Member Exit:**

A member's last day of service is defined as the last day of service listed on the member's final OnCorps electronic timesheet. Members will be exited from the program when the following has been completed and submitted to the JusticeCorps office:

- A minimum of 300 hours of service completed and approved on OnCorps
- A signed AmeriCorps exit form (completed online in MyAmeriCorps.gov)
- An exit survey (program evaluation)
- A Midterm Evaluation and an End of Term Evaluation

**K) 30-Day Exit Rule:**

Members must be exited within 30 calendar days of their last day of service. Last day of service is typically defined as the day the member completes their term of service. However, if a member has consecutive unexcused absences, JusticeCorps program staff will interpret those absences as abandonment of service ("cause"). The member will be exited prior to a lapse in service of 30 days, regardless of whether the member's term of service was completed. If this occurs, the member will not be eligible for any portion of the Segal Education Award.

## RULES OF CONDUCT

All JusticeCorps members are expected to comply with all terms of the JusticeCorps Program Contract and Superior Court Policies and Procedures as well as the terms contained herein, including but not limited to the following:

### A) JusticeCorps Dress Code:

#### (1) Overview

JusticeCorps members are expected to represent themselves as AmeriCorps members and present a professional appearance appropriate for the work and service they perform. Professional appearance includes work attire that is appropriate for their service as JusticeCorps members and consistent with these guidelines.

#### Procedures

The JusticeCorps site staff and program staff may exercise reasonable discretion to determine appropriateness in JusticeCorps dress and appearance. JusticeCorps members who do not meet a professional standard may be sent home to change, and will not accrue service hours for that time off.

#### (2) Attire Guidelines

While earning JusticeCorps service hours, the following dress code must be adhered to by all JusticeCorps members. These guidelines are directly adapted from the Judicial Council Policies and Procedures on Work Attire, and may be and current AmeriCorps provisions. They may be adapted according to the service site at which JusticeCorps members are assigned.

#### JusticeCorps Service Uniform - Monday to Friday

It is expected that JusticeCorps members exhibit a professional image, dress appropriately for the workplace, and properly identify themselves as AmeriCorps members. Generally, JusticeCorps service uniform attire is expected every time a JusticeCorps member serves a shift. Although business casual attire may be acceptable on Fridays at some JusticeCorps service sites, JusticeCorps members are required to dress in their service uniform, unless otherwise instructed. If JusticeCorps t-shirts or other less formal service attire is acceptable on any particular day, members will be given notice in advance by site staff and/or program staff.

Members will be provided with two uniform shirts displaying the JusticeCorps/AmeriCorps logo. This **logo must be visible at all times and must not be covered by any other article of clothing** (e.g. a jacket, sweater, scarves). Members are required to wear one of the shirts with solid color black, gray, dark blue, or khaki dress slacks or skirt each time the member provides service. All attire must be presented appropriately and conservatively with no wrinkles. Members must also wear a court/county badge with a JusticeCorps lanyard. **No substitutions to this uniform dress code are permitted.**

Basic elements for appropriate and professional business attire include clothing that is in neat and clean condition. Basic guidelines for appropriate workplace dress do not include tight or short pants, sweatpants, work out clothing (including Yoga type clothing), tank tops, halter tops, t-shirts, low-cut blouses or sweaters, or any extreme style or fashion in dress, footwear, accessories.

Although it is impossible and undesirable to establish an absolute dress and appearance code, the JusticeCorps site staff and program staff will apply a reasonable and professional workplace standard to individuals on a case-by-case basis.

Management may make exceptions for special occasions or in the case of inclement or extreme weather, at which time employees will be notified in advance. A member unsure of what is appropriate should check with their site supervisor. If JusticeCorps staff decides that a member's dress or appearance is not appropriate as outlined in this policy, they may require the member to leave the service area and make the necessary changes to comply with the policy.

#### **Inappropriate Attire**

Attire that does not exhibit a professional appearance appropriate for the work environment will not be acceptable in the workplace. In the event that the attire of an employee is deemed inappropriate or unprofessional by a manager/supervisor, employees will be released from work utilizing available accruals or unpaid if no accruals are available and allowed to return when the attire is appropriate for that workday.

Multiple violations of the work attire policy may result in disciplinary action up to and including the possibility of termination.

#### **(4) Responsibility of JusticeCorps Staff**

This policy requires the use of good judgment by staff, supervisors, and managers. Staff questions should be directed to the member's immediate supervisor. Site staff and JusticeCorps staff must work with members in responding to questions and addressing any issues that may arise regarding these guidelines.

#### **(5) Management Discretion**

Site Supervisors or JusticeCorps staff may require formal or casual uniform attire at any time deemed appropriate for the service environment.

### **B) Standards of Professionalism: Behavior**

Members are expected to adhere to the following guidelines for professional behavior.

- Arrive on time for service duties
- Contact the site supervisor if unable to attend service and follow protocols for making up missed hours
- Maintain open and frequent communication with site staff about daily duties
- Avoid criticizing site staff or operating site policies, both while at the service site and in public
- Demonstrate mutual respect toward the public, fellow members, service site staff, and JusticeCorps staff
- Maintain a pleasant and positive attitude
- Refuse to allow interpersonal conflicts with members or staff to interfere with service or affect professionalism
- Inform site supervisor about any problems encountered at the service site, in the field, or in public
- Make an effort to learn, understand and blend with the culture and "norms" of the service site
- Follow rules and directions given by direct supervisors, JusticeCorps university representative, and the JusticeCorps program staff

**D) Fraternalization between Staff, Members, and Service Recipients:**

In order to maintain a standard of professionalism and responsibility in leadership, it is necessary to establish guidelines for personal relationships between JusticeCorps members, service recipients, court staff, court administrators, bench officers, Sheriff site staff, vendors and program staff.

**Professional Behavior with Litigants:**

JusticeCorps members may not engage in any of the following behaviors:

- Accept gifts from litigants
- Give or loan a litigant money or other personal belongings
- Give a litigant a ride in the members' personal vehicle or vice versa, a litigant may not give a ride to a member in the litigant's personal vehicle
- Give or exchange personal information with a litigant, including the member's or the litigant's home address, phone number, or email
- Tolerate or participate in any verbal exchange of a sexual nature or engage in behavior that might be perceived as a sexual advance with a litigant
- Engage in any type of business with clients during the term of service
- Enter into personal relationships with litigants during the term of service

**Staff Relationships with JusticeCorps Members:**

Fraternalization is one form of unprofessional relationship or behavior which undermines the mission of the JusticeCorps program because unprofessional relationships or behavior detract from the authority of staff, creates the appearance of favoritism and misuse of office or position, and compromises discipline and morale.

The intent and purpose of the policy is to prevent coercive, manipulative, exploitative and other unprofessional incidents from occurring between staff and members. Its purpose is to prohibit unprofessional relationships which:

1. Compromise the chain of command;
2. Cause partiality or unfairness or show favoritism;
3. Are exploitive or coercive in nature; and
4. Negatively impact discipline, authority, and morale or mission accomplishment.

It is the responsibility of both staff and members to maintain a professional and courteous working relationship with each other.

Staff and members, who are in doubt about their activities, or how their activities are perceived as they relate to this policy, should seek clarification from JusticeCorps staff.

All staff will be held accountable for ensuring appropriate relationships with members. It is incumbent upon staff to maintain a professional relationship and protect members from exploitation, regardless of the members' age or status.



The JusticeCorps Fraternalization Policy prohibits the following between JusticeCorps members and staff, (the term staff herein includes site staff, court staff, court administrators, bench officers, Sheriff and security staff, program staff and other county/non-profit organization staff working or volunteering in the courthouse):

1. Using personal influence or power to hinder a member in the employment setting because of an unprofessional relationship.
2. Borrowing or loaning money, material or items of value in which the borrowing or loaning occurs as a direct result of the reporting relationship and results from perceived or actual coercion on the part of the staff or member.
3. Requesting, requiring, or utilizing members' time (on or off duty) for personal reasons or gain with or without compensation to the member in which the requesting, requiring or utilization would not have occurred absent the reporting relationship and occurs as a result of perceived or actual coercion on the part of the staff or member.
4. Requesting, requiring or utilizing members' time (on or off duty) for the purpose of the professional development or gain of the member if the requesting, requiring or utilization falls outside of the scope of the member's assigned activities and is not made available to all members. Favoritism perceived or real is not allowable.
5. Engaging in any type of relationship outside the course of regular business hours which would not otherwise have occurred absent the reporting relationship and occurs as a result of perceived or actual coercion on the part of the staff or member.
  - a. Inviting, requesting or requiring a member to come to a staff's home.
  - b. Inviting, requesting or requiring a member to come to other locations that are not work related.
  - c. Participate in social activities after work hours (unless it the after-hours activity is a social event approved and/or sponsored by the JusticeCorps program for all members serving at a given site).
  - d. Providing private transportation to individual members in staff's vehicle (or individual members providing transportation for staff in their vehicle).
  - e. Storing members' personal property at staff's homes.
6. Engaging in sexual conduct and/or activity with members or any other activity that may involve speaking or touching a member in an unprofessional and/or inappropriate manner.
7. Providing alcohol to the members, even if the members are 21 years or older.
8. Consuming alcohol with the members, even if the members are 21 years or older.
9. Fraternalization between staff and member which results in any of the following is prohibited:
  - a. Creation of an unsafe or hostile work environment;
  - b. Creation of the appearance of favoritism, real or perceived;
  - c. Causing discredit or embarrassment to the program or organization.

Service site staff and members in violation of the fraternalization policy will face disciplinary action, which may lead to a member (or staff) being transferred from his/her original site or immediate dismissal from the program.

JusticeCorps members have a responsibility to notify the site supervisor, university representative, or the JusticeCorps program staff of any family or social relationship with site staff, university representatives, JusticeCorps staff, other current JusticeCorps members, and/or the litigants they serve through their JusticeCorps service. The determination of the appropriate actions to be taken shall be at the discretion of the site supervisor in consultation with JusticeCorps

program staff. Actions may include, discussing confidentiality and clearly setting expectations, removing the service recipient from the JusticeCorps member’s case load, re-defining the Member’s duties, or transferring the JusticeCorps member to an alternate service site. The actions taken shall be to best support the success of the member in their service position.

JusticeCorps members are prohibited from using their position as a court volunteer to obtain direct legal advice or counseling from a site supervisor or staff. Family members and friends in need of assistance may utilize services provided to the general public, but they cannot receive special treatment at any of the Self-Help programs served by JusticeCorps.

## Service Schedule

This schedule does not include weekend training hours or hours accrued during State and National Days of Service projects. members need to balance their time carefully to meet the required 300 hours of service. **All hours must be completed by August 15, 2024**

Month	Hours of Service Per Week	Cumulative Total
<b>September</b>	8 hours	24 hours
	7 hours	21 hours
<b>October</b>	8 hours	56 hours
	7 hours	49 hours
<b>November</b>	8 hours	96 hours
	7 hours	84 hours
<b>December</b>	8 hours	128 hours
	7 hours	112 hours
<b>January</b>	8 hours	168 hours
	7 hours	147 hours
<b>February</b>	8 hours	200 hours
	7 hours	175 hours
<b>March</b>	8 hours	232 hours
	7 hours	203 hours
<b>April</b>	8 hours	264 hours
	7 hours	231 hours
<b>May</b>	8 hours	304 hours <b>Finished!</b>
	7 hours	261 hours
<b>June</b>	8 hours	<b>Finished</b>
	7 hours	289 hours

<b>July</b>	8 hours 7 hours	<b>Finished</b> 317 hours <b>Finished!</b>
<b>August</b>	8 hours 7 hours	<b>Finished</b> <b>Finished</b>



### Bay Area Training Schedule

September 9 and September 10 <sup>th</sup>	Orientation
<b>September 22</b>	Court Holiday: Native American Day
September 30 <sup>th</sup>	JusticeCorps General Training
October 21 <sup>st</sup>	JusticeCorps General Training
<b>November 10</b>	Court Holiday Veterans Day
<b>November 23-24</b>	Court Holiday Thanksgiving
<b>December 25</b>	Court Holiday Christmas
<b>January 1</b>	Court Holiday New Year’s Day
<b>January 15</b>	Martin Luther King, Jr. Service Day (Lake Merritt, Oakland).
<b>February 12</b>	Court Holiday Lincoln’s Birthday
<b>February 19</b>	Court Holiday President’s Day
February- March	Midterm Evaluation conducted by site supervisor for each member
<b>April 1</b>	Cesar Chavez Service Day(s): Project TBD
April 27 <sup>th</sup>	Life After AmeriCorps training
May 10 <sup>th</sup>	JusticeCorps Member Recognition Ceremony
<b>May 27</b>	<b>Memorial Day</b>
<b>June 19</b>	Court Holiday Juneteenth
<b>July 4</b>	Court Holiday Independence Day
August 9, 2024	JusticeCorps Last Day of Service

This schedule is subject to changes and additions based upon training needs and facility, or trainer changes. Additional trainings for substantive law will be added during the program year if needed. Most substantive law trainings will be provided at each service site.

members are expected to attend all mandatory trainings and to participate in at least one service day project.

The member understands that it is his/her/their responsibility to contact the JusticeCorps program staff within 48 hours if an emergency prevents member from attending a mandatory event. Training sessions and/or service days not specified in this contract cannot be substituted or added without prior approval from the JusticeCorps program staff.