



# Program Name Member Contract

## 1. Purpose

It is the purpose of this member contract to delineate the terms, conditions, and rules of membership regarding the participation of \_\_\_\_\_ (hereinafter referred to as the “member”) in the (Program Name) AmeriCorps Program (hereinafter referred to as “Program Name”), sponsored by \_\_\_\_\_ (hereinafter referred to as the “Program Site”).

## 2. Minimum Eligibility Qualifications

By signing this contract the prospective member certifies that he/she:

A. Is a U.S. citizen, a U.S national, or a lawful permanent resident of the United States (check one):

United States Citizen                       United States National  
 Lawful permanent resident alien

B. Has provided the following documentation to verify citizenship or lawful permanent residency (select one and maintain a copy in the member’s file except where prohibited by state law).

United States Passport  
 Birth Certificate (showing birth in the U.S.)  
 State Department Certificate of U.S. Citizen Born Abroad  
 Alien Registration Receipt Card or Permanent Resident Card (I-551)  
 INS form showing naturalization/citizenship (N-550; N-560; N-561; or N-570)

C. Is at least 18 years of age at the commencement of service, or is 17 years of age and has written parental consent to serve in (PROGRAM NAME) AmeriCorps.

D. Has a high school diploma or an equivalency certificate, or, agrees to obtain a high school diploma or its equivalent before graduating from this program and has not dropped out of elementary or secondary school in order to enroll as a member.

E. Has disclosed to the Program Site all prior enrollments in any AmeriCorps program.

F. Has not registered and/or been required to register on the National Sex Offender Public Registry and has authorized Program Site in writing to conduct a criminal history check.

### 3. Term of Service

- A. If you are a Full-time member, you must serve a minimum of 1700 total hours within 12 months and an average of 30 hours per week during each full calendar quarter in which you serve in order to be eligible for an educational award of \$5,550 (**Note: A Full-time member must average at least 33 hours per week for 52 weeks in order to achieve 1700 hours within the 12 month period. As the term gets shorter (i.e., 48 weeks, 40 weeks, etc.) the number of hours per week average will increase. Also, AmeriCorps members do not accrue leave time so if a day is missed there are no accrued hours earned. Your Program Coordinator can tell you the amount of hours per week you will need to average to complete on time.**

If you are a Less than Full-time member, but elect to serve in a full time capacity, you must serve a minimum of 900 total hours within 12 months and an average of 30 hours per week during each full calendar quarter in which you serve in order to be eligible for an award of \$(insert the correct amount).

If you are a Less than Full-time member, who has not elected to serve in a full-time capacity, you must serve either a minimum of 900 hours within 12 months to be eligible for an award of \$(insert amount), or a minimum of 450 hours within 12 months to be eligible for an award of \$(insert amount).

Your term of service begins on \_\_\_\_\_ (Start Date) and will end on \_\_\_\_\_ (End Date). **Your start date must be on or after the date that you sign this member contract. You may not begin service or earn service hours prior to the date that you sign this member contract.** This term of service may be extended by the member and Program Site, in writing, for the following reason:

1. Member's service has been suspended due to compelling personal circumstances.
  2. Member's service has been terminated, but a grievance procedure has resulted in reinstatement.
  3. Member is unable to complete his/her term of service by the contracted end date and wishes to extend his/her service; has the Program Sponsor's agreement to an extension; and is within the 12 month limit for completing a term of service.
- B. The member elects to complete the following minimum hours of service and to serve in the following capacity (check one):

\_\_\_ 1700 hours in a full-time capacity (if stipended, member may be eligible for health/child care benefits)

\_\_\_ 900 hours in a full-time capacity (if stipended, member may be eligible for health/child care benefits)

\_\_\_ 900 hours in a less than full-time capacity (ineligible for health/child care benefits)

\_\_\_ 450 hours (ineligible for health/child care benefits)

A maximum of 20% of these hours may be in training, education, or other similar approved activities, and a maximum 10% of these hours may be for pre-approved fund-raising activities.

- C. The member understands that in order to successfully complete the term of service (as defined by (Program Name) AmeriCorps and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must serve at least the hours of service elected above; meet minimum weekly average service hours if electing to serve in a full-time capacity; satisfactorily complete pre-service orientation training and the appropriate education/training that relates to the member’s ability to perform service (i.e., CPR, first aid, service-learning activities, etc), and complete additional training as defined by the (Program Name) AmeriCorps program. **You are expected to serve until the End Date of your contract, regardless of when you have completed the minimum number of hours.**
  
- D. The member understands that in order to be eligible for serving subsequent terms of service, the member must have received satisfactory performance reviews for any previous term of service. The member understands, however, that the mere eligibility for an additional term-of-service does not guarantee selection or placement. The member’s eligibility for a second term of service will be based on at least a mid-term (if applicable) and an end-of-term evaluation of the member’s performance focusing on factors such as whether the member has:
  - 1. Completed the required number of hours;
  - 2. Satisfactorily completed assignments, tasks, or projects; and
  - 3. Met any other criteria that were clearly communicated either orally or in writing, at the beginning of the term-of-service.
  
- E. Member understands that he/she is only eligible for a post-service education award for the first two terms of service in AmeriCorps. The member may still serve up to four full-time terms of service across the different streams. The following table outlines the limitations on the number of terms one may serve within the different programs (also called “streams of service”) with a post education award. A member who may be eligible for a 3<sup>rd</sup> or 4<sup>th</sup> term must receive permission from CNCS State AmeriCorps program (via the Program Site) prior to serving.

Stream of Service Program	Maximum Number of Terms within the Stream of Service
AmeriCorps State/National	Two with an education award, four without
AmeriCorps NCCC	Two with or without an education award
AmeriCorps VISTA	Two with an education award, five without

Further the member understands that if a member is released for reasons other than misconduct prior to completing 15% of a term of service that term does not count as one of the two terms for which an education award may be provided. All other terms, even if not completed, will count toward one of the two opportunities for a post-service education award.

AmeriCorps members are not employees of (program name), the Program Site, or of the federal government. The definition of “participant” in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, “a participant (member) shall not be considered an employee of the program in which the participant (member) is enrolled” (42 U.S.C. 12511 (17) (B)). Moreover, members are not allowed to perform an employee’s duties or otherwise displace employees.

AmeriCorps service is not considered “employment” and therefore AmeriCorps members do not qualify for Unemployment Insurance or State Disability Insurance benefits as a result of their service in (program name) AmeriCorps.

As an AmeriCorps member, during your term of service, you may be required and/or have the option to serve more than 8 hours per day or 40 hours per week. Please check with your Program Coordinator for more information.

#### **4. Member Service Description and Work Plan**

The service of all (program name) AmeriCorps members is broadly outlined in a standardized Member Service Description (MSD) which is incorporated into this member contract. The MSD is supported by a compatible Member Work Plan that captures the specific activities each member performs within the context of the site and department in which he/she serves.

Upon CNCS State AmeriCorps program approval, a copy of the work plan is to be attached to this member contract (see **Attachment I – add the members work plan**) and maintained as part of this contract in the member’s file; a copy is also to be placed with the sub-recipient contract at the Program Site.



## Program Name Member Service Description

**Site Supervisor:** \_\_\_\_\_

**Assignment Summary:** (program Name) AmeriCorps member will:

- Add the program assignments here

**Requirements:** (program name) AmeriCorps member will:

- Complete a full FBI background check and be cleared for serving at the program site/AmeriCorps.
- Attend the Pre-Service Orientation, in-service, and other required trainings
- Attend regularly scheduled Team Day meetings
- Meet weekly (and/or as necessary) with site supervisor
- Record data as directed and submit monthly member reports to record progress on activities
- Record hours served and submit signed time sheets as directed through My Service Log.
- Within their service activities, shall not discriminate based on race, age, gender, religion or sexual orientation

**Expected Program Activities:**

**Needs and Services / Getting Things Done:** Member will perform one or more of the following activities as detailed in the member's work plan and outlined in the Assignment Summary above.

**Community Strengthening/Volunteer Development:** Member will perform one or more of the following activities as detailed in the member's work plan:

- **Volunteer Recruitment:** Recruit non-AmeriCorps volunteers to serve in on-going and /or one-time community service projects; and establish partnerships with community organizations.
- **Volunteer Training and Management:** Provide training and health education for non-AmeriCorps volunteers; and manage non-AmeriCorps volunteers.
- **Service Projects:** Coordinate and / or participate in community service projects with non-AmeriCorps volunteers.

**Member Development:** Member will participate in the following activities:

- **Training and Team Building:** Participate in monthly trainings in the 10 Prescriptions for Success; in-service trainings hosted at the placement site; and outside trainings as needed, with proper approval and documentation to count as training hours (no more than 20% of total hours). Training must be directly related to the service that the member is performing. Training hours outside of scheduled team meetings and/or training required for an assignment can be no more than 10% of a member's total hours (e.g., 1700 hours = 170 hours max). These hours must be pre-approved and in classes with a health and/or social services focus. The member must include a syllabus for the course for which credit for service hours is being requested, and must provide verification of tuition payment. These items are to be maintained in the member's file.

**Other Functions:** Member will perform the following activities:

- Document and report data/activities, allowable fundraising (maximum of 10% of agreed upon term of service), and other approved activities as detailed in the member's work plan.

**Service Expectations:**

**Service Hours:** Member must serve at least (check one): \_\_\_\_\_ 1700 hours, \_\_\_\_\_900 hours, or \_\_\_\_\_ 450 hours

- Member is responsible for keeping track of their service/training hours and must serve during times agreed upon by the program coordinator and site supervisor.

- Direct service hours will be at least 50% of total hours agreed upon in the member contract.
- If fundraising hours have been pre-approved, they may not exceed 10% of total hours agreed upon in member contract and must be tracked separately on the member's time sheet.
- No more than 20% of the total hours agreed upon in member contract will be training hours.
- Member must record and identify their time taken for lunch daily on their time sheet. If for some reason lunch was not taken, the member may enter zero or note as such on their electronic time sheet. Member must receive a 30 minute break when serving six or more hours in a day.
- Member must include documentation of any service/training hours accrued outside of Site hours (e.g., weekend health fairs, parent nights, evening hours, etc).
- Member may receive service hours for travel to service-related activities (not to include commuting to and from usual service site).

**Employee or Volunteer Displacement:** Members are not allowed to 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; or otherwise displace employees or volunteers at any time, including when employees/volunteers are sick, on maternity leave and/or have been terminated by the agency.

**Prohibited Activities:** Member must become familiar and comply with the following prohibited activities:

- Attempting to influence legislation
- Assignments that replace and/or displace employees and/or volunteers
- Voter registration drives by AmeriCorps members is an unacceptable service activity. In addition, Corporation funds may not be used to conduct a voter registration drive.
- Organizing or engaging in protests, petitions, boycotts, or strikes.
- Assisting, promoting or deterring union organizing.
- Impairing existing contracts for services or collective bargaining agreements.
- Engaging in partisan political activities or activities designed to influence the outcome of an election to any public office.
- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- Providing or promoting abortions.
- Providing a direct referral for an abortion. A referral consists of a name, address, telephone number, and other relevant factual information, such as what insurance is accepted.
- 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 proselytizing.
- Providing a direct benefit to: a for-profit entity; labor union; partisan political organization; an organization engaged in the religious activities described in the preceding sub clause, unless Grant funds are not used to support the religious activities; or a nonprofit entity that fails to comply with the restrictions contained in section 501 ( c ) ( 3 ) of the U.S. Code Title 26.
- Some fundraising activities including: raising funds for his or her living allowance; raising funds for an organization's operating expenses or endowment; writing grant funding applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; and/or writing grant funding applications for funding provided by any other federal agencies.
- Other activities that the Corporation determines to be prohibited, upon notice to the member.

**Cultural Competency:** Members are expected to perform their activities in a manner that is culturally sensitive to the community, patients, fellow AmeriCorps members, and other employees/volunteers.

**Essential Functions:**

- Add essential functions here.

**Required: (modify to your program)**

- High school diploma or equivalency (or agree to pursue one)
- Computer literacy (PC and/or Mac), especially database and web based applications

- A valid state-issued drivers license and current auto insurance, public transportation, or other arrangements to get to and from service site

**Preferred: (modify to your program)**

- Excellent communication skills including public speaking
- Excellent interpersonal skills
- Experience in healthcare environment
- Experience in volunteering and volunteer management (will train)
- Foreign language speaking skills a plus

**Physical Demands: (modify to your program)** The physical demands described here are representative of those that must be met by an AmeriCorps member to successfully perform the essential functions of this job. Frequent walking and/or standing may be required. Extensive use of the computer may be required. Hands are regularly used to write, type, key and handle or feel small controls. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

**3. Benefits**

- A. The member will receive from (program name) AmeriCorps the following benefits:  
**Please note that in order to receive a full education award and full living allowance, a member must at least perform the minimum hours of service as required by the Corporation AND successfully complete the program requirements as defined by (program name) AmeriCorps.**

STATUS	MINIMUM HOURS	MINIMUM HRS/WK AVG	HEALTH CARE	CHILD CARE	EDUCATION AWARD
<b>STIPEND POSITIONS</b>					
Full-Time	1700	30	Yes*	Yes*	\$add amount
Part-Time in a Full-Time Capacity	900	30	Yes*	Yes*	\$add amount
Part-Time in a less than Full Time-Capacity	900	N/A	No	No	\$add amount
<b>EDUCATION AWARD ONLY POSITIONS</b>					
Full-Time	1700	30	No	No	\$add amount
Part-Time	900	N/A	No	No	\$add amount
Quarter-Time	450	N/A	No	No	\$add amount
<b>*- If qualified</b>					

- B. Upon successful completion of the member’s term-of-service, the member will be eligible to use an education award from the National Service Trust as described above.
1. Prior to using the education award, the member agrees (in the event the member has not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent (GED) (unless the member is enrolled in an institution of higher education on an ability to benefit basis or (program name) AmeriCorps has waived this requirement due to the results of the member’s education

assessment). Prior to using your education award you must have proof of receiving a high school diploma or receiving a GED.

2. The member understands that his/her failure to disclose to (program name) AmeriCorps any history of having been released for cause from another AmeriCorps program will render the member ineligible to receive the education award regardless of whether s/he successfully completed their term of service.
3. If the member has received forbearance on a qualified student loan during the term-of-service, and the member successfully completes 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.

C. The full-time stipended member (serving an average of 30 hours per week during each full calendar quarter in which member serves) and part-time stipended member will receive the following benefits as part of the (program name) AmeriCorps:

1. **Living Allowance:** A living allowance of \$\_\_\_\_\_. (The living allowance is taxable.) The member will be paid on the following schedule: \_\_\_\_\_ at the level of \_\_\_\_\_ per pay period. This amount is determined based on the length of service.

Under Federal tax laws, ordinary tax rules apply to a member's living allowance. A living allowance is taxable as "compensation for services" and is subject to Federal withholding. The Program Site will make appropriate FICA payments and will withhold appropriate payroll taxes from member's living allowance. Unless State law requires otherwise, the Program Site is not required to pay unemployment insurance taxes for members. Low-income members may be able to claim an exemption from withholding if (1) they had no tax liability in the previous year, and (2) they expect to have no tax liability in the current year. State and local income tax withholding laws also apply.

Receipt of a living allowance from (program name) AmeriCorps can affect eligibility for and reduce the amount of public assistance benefits provided under the Social Security Act. It does not affect benefits under other Federal programs (e.g., Food Stamps and Job Training). The member is allowed to waive their rights to a portion or the full amount of the living allowance by completing the Living Allowance Waiver Form. This form may be obtained from your Program Coordinator.

2. **Member Training:** Member training is divided between two main categories, as described below:

**Pre-Service Orientation and Training** – (program name) AmeriCorps full time members participate in a pre-service training. This training covers the roles and responsibilities of (program name) AmeriCorps members and such broader topics as the history of national service and state commission functions. Members are also sworn in during this time.



**In-Service Training** (modify to your program) – Program Sites design in-service training, largely on needs assessments completed during the service year. Special efforts are made to involve day-to-day supervisors and other health center staff in the design and delivery of in-service training. In-service training takes place primarily at the site level and focuses on program specific issues and member development.

Each member will receive a training calendar and training requirements prior to the start of their service assignment. Service descriptions will detail any specific training provided for the position.

D. The full-time stipended and part-time stipended member serving in a full-time capacity (an average of 30 hours per week during each full calendar quarter in which member serves) will receive the following benefits as part of (program name) AmeriCorps, if qualified:

1. **Health Insurance:** The member is offered the health insurance as provided by (PROGRAM NAME) AmeriCorps. Indicate below acceptance or declination of this benefit (initial by one):

\_\_\_\_\_ I accept the health insurance as offered.

\_\_\_\_\_ I decline the health insurance as offered (proof of coverage must be attached)

If accepted, enrollment will commence on \_\_\_\_\_ and exit from the health insurance program will occur on \_\_\_\_\_. If declined, the member can enroll in the health insurance program at any point later in the year.

The U.S. Department of Health and Human Services has taken the position that members receiving Medicaid have coverage available to them through AmeriCorps. Medicaid is a “wrap around” of other available health coverage. Medicaid will pick up only those costs that are not covered under the AmeriCorps policy.

Under the current (program name) AmeriCorps Insurance Policy, members **are not** eligible for continuing coverage after their term of service (COBRA).

2. **Childcare Allowance:** A childcare allowance to be paid directly to an approved provider, if the member qualifies for the allowance. A full time (or part-time in a full-time capacity) (program name) AmeriCorps member is eligible to receive childcare through a provider qualified under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. § 9859c(4)(A)), at the expense of the Corporation for National and Community Service. A member is considered to need child care if s/he is:

- The parent or legal guardian of a child under the age of 13 who resides with the member;
- Has a family income that does not exceed 75 % of the State’s median income for a family of the same size;

- At the time of acceptance into the program, is not receiving childcare from another source that will continue to be available to the member.

The (add the current childcare provider information) will distribute the allowance evenly over the term of service on a bi-weekly basis.

- \_\_\_ I am eligible and choose to enroll in child care  
 \_\_\_ I am eligible and choose not to enroll in child care  
 \_\_\_ I am not eligible or do not need child care allowance

3. **Loan Forbearance / Interest Accrual:** If the member has received forbearance on a qualified student loan during the term of service, and the member successfully completes 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. At the time of enrollment a member may request **Loan Forbearance Forms** that the Program Site must send to their lenders. At the time of exit a member will complete the **Interest Accrual Form** for all of their lenders. The member is solely responsible for completing these forms and following through with their individual lenders. (program name) AmeriCorps and the Program Site are not responsible for following through with private lenders. For research tracking purposes only, copies of the Loan Forbearance forms and Interest Accrual will be kept in the member's file.

## 6. **Rules of Conduct**

- A. The member is expected, at all times while acting in an official capacity as an AmeriCorps member to:
1. Demonstrate mutual respect toward others;
  2. Act as an appropriate role model with service recipients and within the community;
  3. Follow directions;
  4. Direct concerns, problems, and suggestions to their Program Coordinator; and
  5. Abstain from engaging in any of the prohibited activities outlined in the Member Service Description while earning service hours and/or wearing the AmeriCorps logo.

**A member's failure to abide by the above expectations may result in disciplinary action in accordance with section D. below.**

- B. At no time may the member:
1. Engage in any activity that is illegal under local, state or federal law;
  2. Engage in activities that pose a significant safety risk to others.

**If a member engages in any of the above activities, they will be subject to disciplinary action in accordance with section D and E.**

- C. The member understands that the following acts also constitute a violation of (program name) AmeriCorps' rule of conduct: (modify to your program)

1. Unexcused absences or tardiness;
2. Failure to follow directions;
3. Failure to adequately perform assigned service duties;
4. Theft or careless damage of (program name) AmeriCorps or Program Site property;
5. Driving for service-related purposes without having received authorization by Program Site or AmeriCorps supervisor;
6. Abusive language;
7. Engaging in fighting;
8. Insubordination;
9. Failure to notify a supervisor when unable to report for service activities;
10. Inappropriate behavior or dress;
11. Lying;
12. Harassment of clients/patients, fellow members, agency personnel, and/or community residents;
13. Involvement in prohibited activities [See section (A) (5) above]
14. Breach of confidentiality;
15. Failure to comply with the rules and procedures established by the Program Site.

D. For violating the above stated rules in section C above, or engaging in any other inappropriate behavior not specifically listed above, (program name) AmeriCorps may do the following: (modify to your program)

1. For the member's first offense, an appropriate Program Site official will issue a verbal warning to the member;
2. For the member's second offense, an appropriate Program Site official will issue a written warning (to be maintained in the member's file) and reprimand the member;
3. For the member's third offense, the member may be suspended for one day or more during which time his/her living stipend will be suspended (if applicable). Member will not earn service hours during suspension;
4. For the member's fourth offense, (program name) AmeriCorps may release the member for cause.

E. The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (B), and (C) in the Release from Terms of Service section below for committing certain acts during the term-of-service including but not limited to: (modify to your program)

1. Being convicted or charged with a violent felony, identity theft, possession, sale, or distribution of a controlled substance.
2. Engaging in activity that may physically or emotionally damage other members of the program, staff or volunteers of the program site, or members of the community;
3. Transporting passengers in their own private vehicle during hours they are serving as an AmeriCorps member, unless the passenger is affiliated with (program name) AmeriCorps.
4. Possessing or using any illegal drugs during the term-of-service;
5. Consuming alcoholic beverages during the performance of service activities;
6. Being under the influence of alcohol or any illegal drugs during the performance of service activities;

7. Failure to notify (program name) AmeriCorps of any criminal arrest or conviction that occurs during the term-of-service; or
8. Failure to disclose to (program name) AmeriCorps any prior enrollment in any AmeriCorps program.

F. (Add) Confidentiality policy if applicable

G. POLICY ON A DRUG-FREE WORKPLACE

1. Prohibition - It is a specific condition of your placement at the Program Site that you agree to abide by the terms of the Drug-Free Workplace Act which prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the Program Site and at any site at which the Program Site may conduct grant-supported activities.
2. Required Notice to Site - In addition, you agree to notify the Executive Director of the Program Site of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after you have been convicted.
3. Sanctions - If the Executive Director determines that you have violated the prohibition in paragraph 1 he/she or his/her representative will immediately notify the (program name) AmeriCorps National Director and the ED has absolute discretion to decide which of the following action(s) to take against you:
  - (a) Adverse personnel actions, which may include termination;
  - (b) A requirement to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other agency.

4. Definitions

"Controlled substance" means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15.

"Conviction" means a finding of guilt or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific grant at which employees of the grantee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possessing or use of a controlled substance.

**7. Release from Term of Service (45 CFR 2522.230).**

An AmeriCorps member may be released from service for the following two reasons:

- A. For compelling personal circumstances
- B. For cause

#### **A. Release for compelling personal circumstances**

An AmeriCorps member may be released from his/her term of service due to compelling personal circumstances which include those instances that are beyond the member's control, such as, but not limited to:

1. The member has a serious injury or illness or disability that makes completing the term impossible;
2. There is a serious injury, illness, disability or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member making completing a term unreasonably difficult or impossible,
3. Conditions attributable to the program or otherwise unforeseeable and beyond the member's control, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible.
4. Military service obligations;

If you leave your AmeriCorps service for compelling personal circumstances, as determined by (program name) AmeriCorps, and you have completed at least 15% of your service (255 hours for full-time), you are eligible for a portion of the education award corresponding to the period served.

Compelling personal circumstances do not include leaving a program:

1. To enroll in school, or to meet requirements for future schooling (i.e., additional coursework needed prior to starting medical school, orientation, etc)
2. To obtain employment, other than in moving from a welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its members; or
3. Because of dissatisfaction with the program, position assignment, and/or changes to the program or position assignment.

If you are released from your term of service for compelling personal circumstances, you have two options:

1. You may either receive a pro-rated education award; or
2. Temporarily suspend your term of service for up to two years and complete your service within that time frame with this program or another.

**If you leave the program for any reason other than compelling personal circumstances before the end of the term of service, you will not receive any portion of the education award and this term will count as one of your two service opportunities.**

**CNCS State AmeriCorps program must authorize a member's exit for personal compelling circumstances. An award will not be issued without CNCS State AmeriCorps program's authorization.**

**B. Release for Cause:**

1. A member is considered to be released for cause according to the conditions of the member's contract.
2. A member will be released for cause if the member is convicted of a violent felony, the sale or distribution of a controlled substance, or identity theft during a term of service, or if the results of a background check conducted after September 1, 2009 indicate that the member has a previous conviction in either of these areas.
3. Any member who leaves AmeriCorps service without obtaining a release for compelling personal circumstances is considered to have been released for cause.
4. The member has committed a fourth offense in accordance with paragraph (D) of the Rules of Conduct section of this contract.
5. The member commits any of the acts listed in section E in the Rules of Conduct above.

**A member released for cause may not receive any portion of an education award.**

**C. Suspension from Term of Service**

1. The member will be suspended without any AmeriCorps benefits, including living allowance, health insurance and child care and without receiving credit for hours missed if the member has committed a third offense in accordance with paragraph D of the Rules of Conduct section of this contract.
2. The member will be suspended without any AmeriCorps benefits, including living allowance, health insurance and child care and without receiving credit for hours missed if the member is charged with a violent felony, identity theft or the sale or distribution of a controlled substance, or convicted of the possession of a controlled substance.
3. Any member whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may be reinstated to service if the member is found not guilty or if the charge is dismissed.
4. Any member whose service was suspended because of being convicted of a first offense of possession of a controlled substance may resume service by demonstrating that he or she has enrolled in an approved drug rehabilitation Program.
5. A member convicted of a second or third offense of possession of a controlled substance may resume service by demonstrating successful completion of a rehabilitation program. (Minimum requirements)

In addition, any individual released for cause who wishes to reapply to the Program from which he or she was released or to any other AmeriCorps Program is required to disclose the release to that Program. Failure of a member to disclose any history of having been released for cause from another AmeriCorps program will render an individual ineligible to receive the AmeriCorps education award, whether or not that individual successfully completes the term of service.

**8. Member Restrictions**

Add your programs policy and procedure here.

## 9. Grievance Procedures

- A. The member understands that (program name) AmeriCorps has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment.
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with (program name) AmeriCorps' grievance procedure which is as follows :
- C. (program name) AmeriCorps Grievance Procedure

In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members may seek resolution through the following grievance process. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of members and displacement of employees, or duplication of activities by AmeriCorps. Discrimination complaints may also be raised through the grievance procedure. The organization should notify CNCS State AmeriCorps program in writing, if any of the grievance procedures are instituted at any time by a member. CNCS State AmeriCorps program reserves the right to review any and all materials involving a grievance procedure (to ensure proper follow-through), but will not provide opinions in any matters concerning a site and member. If the grievance alleges fraud or criminal activity, CNCS State AmeriCorps program will bring it to the attention of the Inspector General of the Corporation immediately upon notification of the grievance by the site.

### **(Program name) AmeriCorps Grievance Procedure**

#### **A. Pre-Complaint Process: (modify to your programs process)**

In general, all aggrieved parties, such as Members, applicants, or any other interested parties, should attempt to resolve any problems or disputes with the other party on a one to one basis. The issues should be clearly stated and understood by both parties. If this process does not resolve the matter, the aggrieved party may request that the program provide an alternative dispute resolution (ADR) process such as mediation or facilitation to resolve the dispute. Proceedings must remain confidential unless there is a written and agreed upon ADR. The aggrieved party must request the ADR in writing to the Program Coordinator who will facilitate the process of writing and agreeing upon an ADR by the parties. If the Program Coordinator is a party to the grievance, the Program Coordinator must arrange for an appropriate Human Resource Officer at the site to facilitate this process. The program and the aggrieved party will jointly select the mediator or facilitator.

Mediation is a candid, confidential, non-binding process. Mediation can be attempted either before or after a written grievance is filed. The Member must select this option within **45 days** of the date of the alleged occurrence. If ADR is instituted, the process

must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. Any decision by the neutral party is advisory and is not binding unless both parties agree. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and the right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

If mediation is used and the matter is not resolved within **30 calendar days** from the date the mediation process began, the neutral party mediating the process must again notify the aggrieved party of his/her right to file a formal complaint. The neutral party, however, may not participate in the formal complaint process. In addition, no discussions of the pre-complaint process can be referred to or introduced into evidence in the formal complaint process including the arbitration hearing.

## **B. Formal Complaint Process – modify to your programs complaint process**

### **1. \*Written Grievance**

By law the grievance must be filed **within a year** of the alleged occurrence of improper order, action, or event (except for a grievance that alleges fraud or criminal activity); it is preferred, however, that a grievance be filed **no later than 60 days** after the date of the alleged occurrence.

Grievances should be submitted to the Site Supervisor in writing, unless the Site Supervisor is a party to the grievance, in which case the Program Coordinator should be notified in writing. The Program Coordinator must be informed by the Site Supervisor when a grievance is submitted. Site Supervisor is designated to keep the grievance forms and coordinate the process by keeping the process on schedule. If the Program Coordinator is a party to the grievance, the Site Supervisor must arrange for an appropriate Human Resource Officer at the site to coordinate this process. If a particular person, rather than or in addition to the program, is named in the grievance, the Program Coordinator will notify the accused of the investigation and his or her rights under this policy. He or she will be given an opportunity to gather and present evidence and prepare a response to the grievance.

The aggrieved party can file a written grievance at any time - either before or after attempting mediation. The written complaint must contain a summary of the event and the aggrieved parties' position.

The Site Supervisor must discuss the matter with the Member and any other appropriate parties and reply in writing to the Member's written complaint within **10 working days** after receiving it.

If the dispute is not mutually resolved or the Site Supervisor fails to reply within the 10 working days, the Member may appeal the matter to the Program Coordinator within **5 working days** after receiving his/her supervisor's written decision.



The Program Coordinator must meet with the aggrieved party within **5 working days** of receiving the appeal. At this meeting, the Program Coordinator will discuss the grievance with the aggrieved party. Within **5 working days** of this meeting, the Program Coordinator will render a decision on the grievance and the necessary actions.

If the aggrieved Member is unsatisfied with the decision within **5 working days** of receiving the decision or if the Program Coordinator fails to issue a decision within the time limit, the Member may appeal the decision to CNCS State AmeriCorps program in writing. The appeal should describe the grievance and the steps the Member has already taken to resolve the matter.

**[At this point the informal hearing is held]**

## **2. \* Informal Hearing**

By law, an aggrieved party who files a timely grievance has a right to a hearing. Unless mediation was attempted, the hearing must be **held within 30 days** and **decided within 60 days** of the written grievance. CNCS State AmeriCorps program will assign a hearing official who will determine what information will be necessary to decide the disputed issues during the hearing process and an investigation should be commenced immediately. The hearing must be conducted by a person who has not participated in any previous decisions concerning the issue in dispute. No communication or proceeding of any informal dispute resolution process may be referred to or introduced into evidence at a grievance proceeding.

A written opinion will be prepared by the hearing official explaining the ruling and issue the opinion to the aggrieved party, the Program Coordinator and any other individual named in the grievance. With the exception of a written and agreed-upon ADR, the proceedings, and all related information and documentation, must be stored in a secure file and kept confidential.

## **C. \* Binding Arbitration**

If the hearing official's decision is adverse to the aggrieved party or **60 calendar days** after filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties. Unlike mediation, the arbitrator will decide the legitimacy of each position and resolve the matter. If the parties cannot agree on an arbitrator within **15 calendar days** after receiving a request from the aggrieved party, the Corporation's Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than **45 calendar days** after receiving a request for arbitration. If the arbitrator, however, is selected by the Corporation's Chief Executive Officer, the proceeding must occur no later than **30 calendar days** after the arbitrator's appointment.

A decision must be made by the arbitrator no later than **30 calendar days** after the date the arbitration proceeding begins.

The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, the member prevails in the binding arbitration proceeding, the Program Sponsor must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR proceeding.

If a grievance is filed regarding a proposed placement of a member in a Program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

A lawsuit 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 party's citizenship.

\* Mandatory – must give members an opportunity to have an impartial hearing and binding arbitration per federal statute.

## **11. Amendment to the Contract**

This contract may be changed or revised by written consent of the signatories, and with CNCS State AmeriCorps program approval. Changes must be made and approved in accordance with CNCS State AmeriCorps program Guidance on Making Changes to the Member Contract (**attach your own program policy and procedure on Amendment to the Contract**).

## **12. Reasonable Accommodation for Members with Disabilities (modify to your program)**

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, (**PROGRAM NAME**) AmeriCorps 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*** (see Attachment III – add Serve Idaho’s Reasonable Accommodation Request Form) and submitting it to the Program Coordinator at their service site. Members can expect a response within 10 business days.

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

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

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

I have read and understand the Disability Policy:

\_\_\_\_\_  
*Signature of Member*

\_\_\_\_\_  
*Date*

### **13. Notice of Non-Discrimination**

CNCS operates the (PROGRAM NAME) AmeriCorps subject to the nondiscrimination requirements of SEC. 175. [42 U.S.C. 12635]. It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization

that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service.

Equal Opportunity Office  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
Phone: 202-606-5000, ext. 312 (voice); 202-565-2799 (TDD)  
Fax: 202-565-2816  
E-mail: [eo@cns.gov](mailto:eo@cns.gov)

**14. Authorization**

The member and Program Site representative hereby acknowledge by their signatures that they have read, understand and agree to all terms and conditions of this contract. (If the member is under the age of 18 years old, the Member's parent or legal guardian must also sign.)

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**Member Signature\*** **Date**

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**Member Name (Please Print)**

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**Parent/Guardian Signature (if member is a minor)** **Date**

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**Parent/Guardian Name (Please Print)**

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**Program Coordinator Signature** **Date**

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**Program Coordinator Name (Please Print)**

*\*- Member may not begin service or earn service hours prior to the signature dates above on this member contract.*

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