

→→→ **Sample Only** ←←←

Refer to AmeriCorps regulations and provisions to ensure your member agreement is compliant

[NOTE: THIS SAMPLE IS NOT APPROVED BY CNCS]



**MEMBER SERVICE AGREEMENT  
2011-2012 PROGRAM YEAR**

\_\_\_\_\_ "AmeriCorps Program"

**I. PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of [enter member name here] (hereafter referred to as the "member") in the [enter name of program here] AmeriCorps Program (hereinafter referred to as the "Program").

**II. MINIMUM QUALIFICATIONS**

The member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age (or at least 16 years of age if the member is an out-of-school youth and a participant in one of two types of youth corps defined under the National and Community Service Act of 1990, as amended). By signing this contract the member will also certify, under penalty of law, that she/he has a high school diploma or equivalency certificate or agrees to obtain one before using the education award.

**III. TERMS OF SERVICE**

A. The member's term of service begins on [enter start date here] and ends on [enter end date here]. 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 due to compelling personal circumstances.
2. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.

**[NOTE: UPDATE THIS SECTION TO COVER THE CURRENT RULES ON TERM LIMITS.]**

B. The member will be serving as a [enter term of service here, e.g., full-time, one-year half-time, two-year half-time, reduced half-time, quarter-time, minimum-time] AmeriCorps member and will complete a minimum of [enter number of hours here]. Of these hours, a maximum of 20% may be training, education, or other similar approved activities.

C. The member understands that to successfully complete the term of service, as defined by the program and consistent with regulations of the Corporation for National and Community Service (CNCS), and to be eligible for the education award, he/she must complete at least [enter number of hours here] of service, satisfactorily complete pre-service training and the appropriate education/training that relates to the member's ability to perform service, and complete all required service reports in a timely manner. **[NOTE: CUSTOMIZE THIS SECTION**

***TO EXPLAIN SPECIFIC TRAINING REQUIREMENTS OR OTHER SERVICE REQUIREMENTS OF YOUR PROGRAM, SUCH AS CPR, FIRST AID, MEDIATION AND CONFLICT RESOLUTIONS SKILLS, AND SERVICE-LEARNING ACTIVITIES.]***

D. The member understands that to be eligible to serve a second term of service the member must receive satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service with this program will be based on at least a mid-term and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:

1. Completed the required number of hours;
2. Satisfactorily completed assignments, tasks, or projects; and
3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

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

#### **IV. POSITION DESCRIPTION**

***[NOTE: INCLUDE THE POSITION DESCRIPTION HERE FOR THE INDIVIDUAL MEMBER TO WHOM THE CONTRACT APPLIES – CNCS PREFERS THAT THE POSITION DESCRIPTION IS IN THE DOCUMENT AND NOT AN ATTACHMENT TO THE MEMBER SERVICE AGREEMENT. THE POSITION DESCRIPTION SHOULD SPECIFY THE TYPES OF DUTIES, SERVICE ACTIVITIES, AND ASSIGNMENTS THE MEMBER WILL BE EXPECTED TO COMPLETE.]***

The name of the member's direct supervisor is [enter name of supervisor here] .

#### **V. BENEFITS**

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

1. **Living Allowance** – The living allowance is designed to help members meet the necessary living expenses incurred while participating in the AmeriCorps program. Programs must not pay living allowance on an hourly basis. It is not a wage and should not fluctuate based on the number of hours members serve in a given time period. Programs should pay the living allowance in increments, such as weekly or biweekly. Programs may use their organization's payroll system to process members' living allowances. However, if a payroll system cannot be altered and must show 40 hours to distribute a living allowance, then members' service hours should be documented separately to keep track of their progress toward the Program's total required AmeriCorps service hours.
  - a. A living allowance in the amount of: \$ [enter amount here]
  - b. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
  - c. The living allowance will be distributed [weekly] [biweekly] [monthly] by [direct deposit] [check] starting on [enter start date here] . The [weekly] [biweekly] [monthly] will be \$ [enter amount here] .

2. Health benefits are provided if the member is eligible. The benefit is in the amount of [enter amount here] . The health insurance policy is attached.]
3. If the member qualifies, a child care allowance of \$ [enter amount here] will be provided directly to the care provider. This allowance will be distributed evenly over the term of the service on a [weekly] [biweekly] [monthly] basis by [enter name of CNCS child care provider firm here] .
4. General liability coverage, including coverage of members engaged in on- and off-site project activities.

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

1. If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member's education assessment.
2. The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.

**[NOTE: UPDATE THIS SECTION TO COVER THE CURRENT EDUCATION AWARD LIMITS.]**

C. Upon enrollment and acceptance into the program, the member is eligible for forbearance of any qualified student loans. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service only if the member successfully completes the term of service.

## VI. RULES OF CONDUCT

A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the CNCS, members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing 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;
  - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (v) An organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as the CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

B. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member: **[NOTE: THE FOLLOWING ARE EXAMPLES ONLY. CUSTOMIZE THIS SECTION TO INCLUDE ALL RELEVANT REQUIREMENTS FOR YOUR PROGRAM.]**

1. Comply with the rules and standards of the host agency.
2. Demonstrate mutual respect towards others.
3. Follow directions.
4. Direct concerns, problems, and suggestions to [enter appropriate program official here] .

C. The member understands that the following acts also constitute a violation of the program's rules of conduct: **[NOTE: THE FOLLOWING ARE EXAMPLES ONLY. CUSTOMIZE THIS SECTION TO INCLUDE ALL RELEVANT REQUIREMENTS FOR YOUR PROGRAM.]**

1. Unauthorized tardiness.
2. Unauthorized absences.
3. Repeated use of inappropriate language (i.e. profanity) at a service site.
4. Failure to wear appropriate clothing to service assignments.
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.**

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 or any illegal drugs during the performance of service activities.
10. \*\*Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.

**[NOTE: \*\*YOUR PROGRAM MAY WANT TO HAVE THESE VIOLATIONS RESULT IN IMMEDIATE TERMINATION OR SOMETHING MORE SEVERE THAN HAVING THEM REMEDIED THROUGH THE PROGRESSIVE DISCIPLINE SYSTEM DESCRIBED BELOW. IF SO, YOU WILL NEED TO MOVE THEM OUT THIS SECTION AND ADD THEM TO THE SUB-SECTION VII(C)(4) BELOW.]**

D. Under the Drug-Free Workplace Act, you must notify the Program Director within 5 days, if you are convicted under any criminal drug statute. Your participation in the Program is conditioned upon compliance with this notice requirement and we will take action for violation of this.

E. In general, for violating the above stated rules in section VI(C), the program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance):

**[NOTE: THE FOLLOWING ARE EXAMPLES ONLY. CUSTOMIZE THIS SECTION TO INCLUDE ALL RELEVANT REQUIREMENTS FOR YOUR PROGRAM.]**

1. For the member's first offense, an appropriate program official will issue a verbal warning to the member.
2. For the member's second offense, an appropriate program official will issue a written warning and reprimand the member.
3. For the member's third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
4. For the fourth offense, the program may release the member for cause.

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

## **VII. RELEASE FROM TERMS OF SERVICE**

A. The member may be released by the Program from the term of service in the following two ways:

1. Suspension, as described in paragraphs (F) of this section; or,
2. Termination.

B. The member understands that he/she may be released for the following two reasons:

1. For cause, as explained in paragraph (C) of this section; or
2. For compelling personal circumstances as defined in paragraph (F) of this section.

C. The program will release the member for cause for the following reasons:

1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
3. The member has committed a fourth offense in accordance with paragraph (E) of section VI of this agreement;
4. The member has committed any of the offenses listed in **[NOTE: YOUR PROGRAM MAY WANT TO ADD THE \*\*VIOLATIONS IN SECTION VI(C) 6-10 HERE OR ANY OTHERS YOU DEEM APPROPRIATE]**; or
5. Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the program.

D. The Program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:

1. The member has a disability or serious illness that makes completing the term impossible;
2. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member;
3. The member has military service obligations;
4. The member has accepted an opportunity to make the transition from welfare to work; or
5. Some other unforeseeable circumstance beyond the member's control makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or the program.

E. Compelling personal circumstances do not include leaving the Program:

1. To enroll in school;
2. To obtain employment, other than in moving from welfare to work; or
3. Because of dissatisfaction with the program.

F. The Program may suspend the member's term of service for the following reasons:

1. During the term the Member requests a suspension based on compelling personal circumstances, as described in paragraph (D) of this section. During the suspension from service, the member will not receive credit for service hours or benefits (as described in Section V). The member may resume his or her term of service once the circumstances supporting the suspension have been resolved. However, a suspension may last no more than two years from the date of suspension. If the member does not resume the term within the two year period, the member may request that the program exit the member and the member will be eligible for a partial education award based on the number of hours served in the term.

2. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
3. During the term of service the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates enrollment in an approved drug rehabilitation program, the member may resume the term of service. The member will not receive back living allowances or credit for any service hours missed.)

G. The Program may suspend the member's term of service for violating the rule of conduct provisions set forth in paragraph (C) of section VI of this agreement.

H. If the program releases the member for cause or for compelling personal circumstance, the member will cease to receive the benefits described in paragraph (C) of section V.

I. If the program releases the member for cause the member will receive no portion of the education award. If, however, the program releases the member for compelling personal circumstances, the member will receive a prorated education award, provided the member has completed at least 15 percent of the hours needed to complete the term of service.

J. A term that ends early, either for cause, or for compelling personal circumstances, is still considered a term and the education award that the member receives, or would have been eligible to receive, will count towards the total of two education awards an individual may receive through service with AmeriCorps.

#### **VIII. GRIEVANCE PROCEDURES**

A. The member understands that the Program 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 the Program's grievance procedure. ***[NOTE: THIS MODEL IS PROVIDED TO PROGRAMS AS A GUIDE ONLY AND COMBINES PROVISIONS THAT ARE REQUIRED BY LAW WITH OPTIONAL ELEMENTS].***

C. In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members, labor unions, and other interested individuals may seek resolution through the following grievance procedures. 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.

1. **OPTIONAL ALTERNATIVE DISPUTE RESOLUTION (ADR):** *[NOTE: YOUR PROGRAM MAY CHOOSE TO INCLUDE ADR IN ITS GRIEVANCE AS A FIRST OPTION FOR AN AGGRIEVED PARTY. ADR INCLUDES MEDIATION OR CONCILIATION. THIS SECTION ASSUMES THAT THE PROGRAM HAS CHOSEN TO MAKE ADR AVAILABLE.]* ADR is available, but must be selected within 45 days of the underlying dispute. If an aggrieved party chooses ADR as a first option, a neutral party designated by the program will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, non-binding, and informal. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings. If ADR is chosen by the aggrieved party, the deadlines for convening a hearing and of a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
2. **GRIEVANCE HEARING:** An aggrieved party may request a grievance hearing without participating in ADR or, if ADR is selected, if it fails to result in a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to [enter the designated program official here] . A request for a hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the aggrieved party information that it relied upon in its disciplinary decision. The program will arrange for one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing. They are intended to facilitate a mutually agreeable resolution of the matter to make a hearing unnecessary or to narrow the issues to be decided at the hearing. The format of the pre-hearing conference may be flexible, involving meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by [enter name of program official A here] . The hearing will be conducted by [enter name of program official B here] . The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. (Note: To ensure impartiality in the hearing, programs may choose to designate some-one other than the program director to approve disciplinary actions regarding members, leaving the director available to conduct grievance hearings.) A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.
3. **BINDING ARBITRATION:** An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the CNCS's Chief Executive

Officer will appoint one within 15 calendar days after receiving a request from one of the parties. An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the CNCS's CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding. The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as the prevailing party's attorneys' fees.

**IX. Discrimination is Prohibited.**

A person, including a member, a community beneficiary, a service recipient, or program staff, may not, on the grounds of race, color, national origin, sex, disability, age, drug abuse, alcohol abuse or alcoholism, political affiliation, or religion (except as noted below) be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion with respect to program staff applies only to program staff paid with CNCS funds but excludes staff paid with CNCS funds who were employed by the grantee on the date the CNCS grant was awarded.

**X. MEMBER MEDIA RELEASE**

By signing this form, I agree with the following:

I would be pleased to have my photo, quotes and stories used on behalf of [insert your program name here] in publications, promotional items, media relations and on the website. If possible I would like to receive copies of documents that have my picture in them.

**XI. CRIMINAL HISTORY RELEASE**

***[NOTE: CNCS REQUIRES THAT THE MEMBER'S CRIMINAL HISTORY CHECK BE COMPLETED BEFORE THE MEMBER STARTS SERVICE; THEREFORE, THIS SHOULD BE COMPLETED BEFORE THE FIRST DAY OF SERVICE.]***

I authorize the program to perform a criminal history check to determine if I meet the eligibility requirements of CNCS and the program for this AmeriCorps position. The information reviewed from this check will include but not be limited to allegations and convictions for crimes committed and will be gathered to the extent permitted by state and federal law. The results of these checks will be kept confidential and in a secure location. I will have an opportunity to review and challenge the factual accuracy of the report before action is taken to exclude the applicant from the position.

This criminal history check will consist of the following:

- A check of the [enter name of CNCS approved state repository or vendor that checks approved repository] for the state of [enter state name here] and, if different, [enter name of approved repository here] for the state in which I reside/resided at the time of application;

- A National Sex Offender Public Registry (NSOPR) check; and
- A fingerprint-based FBI records check.

As an applicant for an AmeriCorps member position, I understand and acknowledge that my acceptance as an AmeriCorps member is contingent upon the organization’s review of my criminal history and that **refusal** to consent to the above checks makes me ineligible to serve. In addition:

- Anyone listed or required to be listed on a sex offender registry is ineligible to serve.
- Anyone convicted of murder is ineligible to serve.
- [Insert specific program policy/regulations around convictions or offenses that deem a member ineligible to serve, if relevant]

Lastly, I understand that while waiting for the results of my criminal history checks, I am not permitted to be unaccompanied on service sites.

**XII. AMENDMENTS TO THIS AGREEMENT**

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

**XIII. AUTHORIZATION**

The member and program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. (If the member is under the age of 18 years old, the member’s parent or legal guardian must also sign.) By signing this contract the member will also certify, under penalty of law, that she/he has a high school diploma or equivalency certificate or agrees to obtain one before using the education award. Before signing the contract please check and complete the appropriate information in the table below.

<b>Name of AmeriCorps Member</b>	<b>Name of AmeriCorps Program Director</b>
<b>Signature of AmeriCorps Member</b>	<b>Signature of AmeriCorps Program Director</b>
<b>Date</b>	<b>Date</b>
<b>Signature of Parent/Legal Guardian (if applicable)</b>	