

<<Insert AmeriCorps and program logos here>>  
<<Program Name>>  
<<Position Title>> **Member Contract**

The purpose of this contract is to delineate the terms, conditions, and rules regarding the participation of \_\_\_\_\_ (hereafter called the "member") in the <<Program Name>> administered by <<admin-istrating agency/site host>>.

*Please read each statement carefully. Initial each statement to show your understanding and acceptance of the terms and then sign the authorization at the end.*

### Minimum Qualifications

1. The member confirms that he/she is:
  - A citizen of the United States, a United States national, or a legal permanent resident of the United States.
  - At least 18 years old.
  - Has a high school degree or equivalent (or agrees to obtain a high school diploma or GED with a plan to complete using an educational award).
  - Has not served in this or any other AmeriCorps program more than once (except AmeriCorps \*VISTA in some specific and approved instances).
2. The member must satisfactorily pass <<any background checks or other screening tests, such as drug screening or driving record check, required by your program or agency>>.
3. The member must also successfully meet the qualifications established by the <<program name>> as per the position description.

*I understand these qualifications* \_\_\_\_\_

### Terms of Service

1. The member's term of service is an eight-month period, beginning on <<month date, year>> and ending on <<month date, year>>.  
  
<<If applicable>>The member's term of service may potentially be extended beyond <<end date>>:
  - If the member's service has been suspended due to compelling personal circumstances.
  - If a grievance process has resulted in the reinstatement of a terminated member.
  - For another acceptable reason as determined by <<agency name>>, such as attending the closing ceremony.

*The maximum living allowance is <<amount>> even in the case of an extension.*

2. In order to successfully complete the term of service and be eligible for the education award, the member will need to complete:
  - **A minimum of <<number>> service and training hours** during the term of service.
  - If a member should start service after <<state date above>>, the member forfeits a portion of his/her living allowance.
  - If a member should request to end his/her service before <<end date above>>, and he/she has completed his/her <<number>> hours, the member forfeits his/her remaining living allowance.
  - Member orientation and all required trainings or their equivalent (e.g., CPR training or verification of up-to-date CPR certification) that relates to the member's ability to complete his or her term of service.
  - Member citizenship training and related community service projects.
  - All required activities and reports.
3. The member should agree with his or her site supervisor and AmeriCorps Coordinator on a reasonable work schedule to ensure the required minimum of <<number>> hours is met during the term of service.

#### **Of the minimum of <<number>> hours:**

- A minimum of <<percentage of time or number of hours>> must be devoted to **direct service** activities. <<Add other activities such as periodic AmeriCorps events, service projects, disaster relief and national service day projects if applicable>>. A maximum of 10% of the total hours (<<number of hours>>) may be spent in incidental service unrelated to the goals of the grant.
- A maximum of <<percent of time and number of hours>> may be devoted to **training** activities.

Training activities include training time, training related to travel time, completion of required reports and attendance at regional member meetings.

- Days taken off for vacation/sick/holiday/personal time do not count toward the member's minimum of <<number>> hours.

*I understand the terms of service* \_\_\_\_\_

### Eligibility for a Second Term of Service

- To be eligible to serve a second term of service, the member must receive satisfactory performance reviews.
- Mere eligibility for a second term of service does not guarantee selection or placement.

*I understand the eligibility for a second term of service* \_\_\_\_\_

### Member Service Description

1. A service description is provided in the <<position title>> position description provided in the contract packet.
2. In addition to the duties listed in the position description, <<add any additional duties the member may be mobilized for, such as disaster response, service on national service days, and participation in other service projects or events coordinated by the sponsoring agency>>.
3. The member will maintain all necessary records, monitoring and evaluation data regarding service activities and ensure all required reports are completed and submitted to <<program or agency>> when they are due and that the reports are accurate. **The following is a partial list of required reports:**
  - AmeriCorps Member Timesheet
  - Program reports and logs
  - Other surveys, reports, and information required by program and/or agency>>
4. <<If applicable, add other activities the member is required to participate in such a training sessions, community service projects, program events, etc.>>

*I understand my responsibilities* \_\_\_\_\_

### Benefits

The member will receive the following benefits:

1. **Living Allowance.** A living allowance totaling \$<<amount>>

will be paid during the term of service for the member's part-time participation in AmeriCorps. The living allowance is:

- Disbursed by <<program or agency>> bi-monthly in equal installments by check or direct deposit.
- Taxable income of the member. FICA and appropriate income taxes will be deducted directly from the living allowance.
- This living allowance is not an hourly wage or a salary. The member is not an employee of <<agency>>.
- The member must satisfactorily complete the hours as documented in time sheets and activity reports.
- The member will receive the same prorated amount of living allowance each period, regardless of the number of hours served.
- If the member is called for jury duty he or she will continue to accrue normal service hours and receive the living allowance.
- Member with military reservist responsibilities should attempt to fulfill his/her two-week annual active duty requirement when it will not disrupt his/her AmeriCorps service. If this is not possible, members will receive AmeriCorps service hour credit during their two-weeks of active duty service in the reserves. No AmeriCorps service credit is earned for the once-a-month weekend service in the military reserves.

2. **Education Award.** Upon successful completion of the member's part-time term of service, the member will receive an educational award of <<amount>> from the National Service Trust. The educational award can be used toward:

- The cost of attending a Title IV institution of higher education.
- The balance of an existing federally insured student loan.
- The cost of attending a qualified vocational school
- The cost of participating in an approved school-to-work program.

Other things the member needs to know about the education awards are as follows:

- Prior to using the education award, the member must (if he/she has not already done so) obtain a high school diploma or its equivalent. This requirement may be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or if the program waives the requirement due to the results of the member's education assessment.
  - Failure to disclose to the program any history of having been released with cause from another AmeriCorps program will render the member ineligible to receive the education award.
  - The education award will be taxed when it is used. If member uses 5% of award in one year, 5% of award will be taxed that year and so on.
  - The educational award must be used within seven (7) years after the completion of the term of service.
  - The education award is non-transferable.
  - The member may be eligible for a prorated education award if the member is released due to compelling personal circumstances and has completed at least 15% of his/her total <<number>> hours of service. If member is released without a compelling reason, member will receive no portion of the education award.
  - A member may only attempt to earn two education awards in his/her lifetime, regardless of the length of the term of service. A part-time education award counts as one education award. Even if a member does not complete his/her service requirement and does not earn an education award that term counts as one of two lifetime opportunities to earn the educational award.
3. **Loan Forbearance.** The member is eligible to have the repayment of certain student loans postponed during his/her term of service. Members must request forbearance from their loan holders with the National Service Forbearance Request Form. The National Service Trust does not grant forbearances; the loan holders do. Members whose loans are in current default status are not eligible for this benefit.
  4. **Loan Forbearance and Interest Payments.** If the member has received forbearance on a qualified student loan during the term of service, upon completion the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service. However, if the member leaves for non-compelling reasons, even if the loan was in forbearance, the Trust will not pay the interest. The interest paid will be taxed as income.

## *I understand the Benefits* \_\_\_\_\_

### **Code of Conduct**

1. While acting in an official capacity as an AmeriCorps member, the member is expected to:
  - Abide by all provisions of the <<program or agency>>, which are included in contract packet.
  - Demonstrate mutual respect towards others.
  - Follow directions of the <<program or agency>> staff.
  - Conduct himself or herself in a manner exemplary as a role model to youth and others and in compliance with AmeriCorps standards.
  - Direct concerns, problems, and suggestions to his supervisor.
  - Keep <<program or agency>> supervisor informed of his/her schedule and activities during service hours and report changes in a timely manner so appropriate action can be taken to cover or reschedule activities.
  - Keep confidential and proprietary information strictly confidential, consistent with state and federal laws.
2. The following acts on the part of a member constitute a violation of <<program or agency>> rules of conduct for AmeriCorps:
 

<<Insert your own program or agency's rules of conduct here. If you do not have any consider these:

  - A pattern of unauthorized tardiness.
  - A pattern of unauthorized absences.
  - Repeated use of inappropriate language (e.g., profanity) while on service assignment.
  - Wearing inappropriate clothing while on service assignment.
  - Stealing, lying, or destruction of property.
  - Failure to perform duties outlined in the Member Position Description or turn in required paperwork on time.
  - Failure to maintain target level of hours needed.
  - Reckless or irresponsible behavior that may endanger clients, other members, <<program or agency>> staff, or people in the community.
  - Possessing or using any illegal drug during the term of service.
  - Transporting a client in a member's own personal vehicle.

- Other acts that violate the spirit of the AmeriCorps program and interfere with the member's ability to effectively perform service.>>
3. While charging time to the <<program name>>, accumulating service or training hours, or otherwise performing activities associated with the AmeriCorps program or the Corporation, members may not engage in the following activities:
- Attempting to influence legislation.
  - Organizing or engaging in protests, petitions, boycotts, or strikes.
  - Assisting, promoting, or deterring union organizing
  - Impairing existing contracts for services of collective bargaining agreements.
  - Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
  - Participating in or endorsing events or activities that are likely to include advocacy for legislation, or elected officials.
  - Engaging in religious instruction; conducting worship services; providing instruction as 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:
    - i. A for-profit entity;
    - ii. A labor union;
    - iii. A partisan political organization; or
    - iv. An organization engaged in the religious activities described in the preceding subclause, unless Grant funds are not used to support the religious activities.
    - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26.
  - 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.
  - Performing 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 is being locked out.

- A member's service activities may not include the following:
  - i. Raising funds for his or her living allowance.
  - ii. Raising funds for an organization's operating expenses or endowment.
  - iii. Writing grant applications for AmeriCorps funding or for any other funding provided by the *Corporation for National and Community Service*.
  - iv. Writing grant applications for funding provided by other federal agencies.
- Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

*Individuals may exercise their rights as private citizens and may participate in the above activities on their initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.*

4. At no time may a member:
- Engage in any activity that is illegal under local, state, or federal law.
  - Engage in activities that pose a significant risk to others.
  - Have a personal/intimate relationship with a client of <<program or agency>>.
5. The following is list of acts that are **strictly forbidden**. In these cases, <<program or agency>> reserves the right to immediately suspend the member, bypassing steps one and two of the Progress Discipline Procedure. From there, <<program or agency>> may decide to release the member for cause:
- Ingesting or being under the influence of alcoholic beverages or any illegal drugs during the performance of service activities.
  - Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
  - Assault on another person while on service assignment or off duty.

- Possession of a weapon while on a service assignment.
  - Leaving the program without obtaining a release for compelling personal reasons.
  - Falsifying critical information (especially information related to eligibility) during the application process or during the term of service.
  - Other illegal activities that seriously harm another person, place, or <<program or agency>>.
6. Members will be expected to adhere to all provisions of service in a drug-free workplace in accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542;
- As a member you are hereby notified that:
    - i. The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited on <<program or agency>> property;
    - ii. Conviction of any criminal drug statute must be reported immediately to your <<program or agency>>;
    - iii. The member's participation is conditioned upon compliance with the notice requirements; and
    - iv. Certain actions will be taken against members for violations of such prohibitions.
  - **Criminal Drug Convictions.** As a member you must notify your supervisor in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than five (5) days after such a conviction. The supervisor must take appropriate action up to and including termination or member release for cause consistent with the Corporations' rules of termination and suspension of service, or require the employee or member to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.

*The member's <<program or agency>> supervisor may provide the member with an additional list of rules. The member is expected to abide by these rules as well.*

***I understand the Code of Conduct*** \_\_\_\_\_

### **Progressive Discipline Procedure**

<<Insert your program's discipline policy. Absent one, consider the following as a template>>

*As a failure to comply with the Member Code of Conduct, <<program or agency>> staff may initiate the Progressive Discipline Procedure. At all stages, mem-*

*bers can discuss the discipline process with <<program or agency>> staff.*

**Step 1.** Member will receive an "AmeriCorps Official Disciplinary Notice" from <<program or agency>> staff. This will state the problem and list possible solutions. Your supervisor and/or other <<program or agency>> staff will schedule a follow-up within 30 days of the warning.

The member will acknowledge, in writing, having received the warning and the warning will be submitted to <<program or agency>>, where it will be kept in the member file. If the member wishes, he or she may submit an explanation of the behavior, which will also be placed in the member's file.

**Step 2.** If the behavior/situation recurs or if the member breaks other rules, the member will be issued a second "AmeriCorps Official Disciplinary Notice" from <<program or agency>> staff. In addition, the member will be placed on a Disciplinary Contract. <<Program or agency>> staff will schedule a follow-up meeting within 30 days.

A Disciplinary Contract includes a statement of the problem, a reference to the previous warning, a statement of responsibility of the member to correct the problem, a statement of consequences if the issue is not resolved. The original warning will be submitted to <<program or agency>>, where it will be kept in the member file.

**Step 3.** If terms outlined in member's disciplinary contract are not fulfilled or, in the case of serious misconduct, <<program or agency>> staff will determine whether to release the member for cause.

*There is no requirement that the program follow this prescribed sequence in imposing a particular sanction. The seriousness of the occurrence will be considered relevant and offenses of differing rules may be considered as cumulative.*

***I understand the progressive discipline procedure*** \_\_\_\_\_

### **Suspension**

<<Program or agency>> may temporarily suspend or impose fines on a member for minor disciplinary reasons, such as chronic tardiness. If the member is charged with a violent felony or sale or distribution of a controlled substance, or convicted of possession of a controlled substance, the supervisor must suspend the member without any AmeriCorps benefits, including

living allowance, and without receiving credit for hours missed.

1. **Temporary Suspension of Service.** This period of suspension does not count toward a member's service hours. Further, members who are suspended for minor disciplinary reasons may not receive a living allowance for the suspension period.
2. **Fines.** If determined to be necessary for improvement in member performance or attendance, the Placement Site may impose a reasonable fine on members for minor disciplinary problems. All such fines will be imposed in full accordance with Section 10 of the AmeriCorps Provisions.

*I understand the terms of suspension* \_\_\_\_\_

### Release from Term of Service

The member may be released from his or her term of service for the following reasons:

1. For the following **compelling personal circumstances**:
  - The member has a disability or serious illness that makes completing the service impossible.
  - There is a serious injury, illness or death of a family member that makes completing the term unreasonably difficult or impossible for the member.
  - The member has military service obligations.
  - The member is in an approved welfare-to-work program and has accepted an opportunity to make the transition from welfare to work.
  - Some other unforeseeable circumstance beyond the member's control that 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 the project or program.

*Compelling personal circumstances do not include leaving to enroll in school, to obtain a job, or because of dissatisfaction with the program.*

**Members exiting the program because of compelling personal reasons** will cease to receive the living stipend but will receive a percentage of their education award (as long as member served 15% of the <<number>> hours).

2. **For cause**, as the result of a progressive discipline procedure or for committing a strictly forbidden act and bypassing the first two steps of the procedure.
3. **For cause**, for any other serious breach of duty that, in the judgment of <<program or agency>> staff,

undermines the effectiveness of the <<program or agency>> program.

4. **For cause**, if the member is convicted of a violent felony or sale or distribution of a controlled substance during a term of service.
5. **For cause**, if a member drops out of the program without obtaining a release for compelling personal circumstances.

**Members exiting the program for cause** will cease to receive the living stipend and will receive no portion of their education award.

*I understand the release from service process* \_\_\_\_\_

### Member Grievance Procedure

In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members may seek resolution through the following grievance procedures. The procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause.

#### 1. Alternative Dispute Resolution (ADR)

**Informal Resolution.** The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 calendar days of the alleged occurrence. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

**Neutral Facilitation.** If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue in the controversy, functions specifically to aid the parties in resolving the matter through mutually achieved and accepted written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceedings must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of his/her right to file a formal grievance.

2. **Grievance Hearing.** An aggrieved member must make a written request for a grievance hearing to the Executive Vice President of <<program or agency>>. This request must be made within a year of the alleged occurrence. At the time a request for a

hearing is made, <<program or agency>> will make information that it relied upon in its disciplinary decision available to the aggrieved party. No proceeding of the ADR may be referred to or introduced into evidence during the grievance procedure.

The Executive Vice President will arrange for one or more pre-hearing conferences (mediation sessions that may be conducted by an outside party) at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing, but they are conducted with the hope that a mutually agreeable resolution to the matter may come to the surface. This agreeable solution may render a hearing unnecessary or it may narrow the issues to be decided at the hearing. The format of the pre-hearing conference is flexible to a degree and the mediator may meet with one party at a time or with both parties together.

If the pre-hearing conferences do not result in a mutually agreeable solution, a grievance hearing will be conducted within 30 days of the filing of the grievance. The Executive Vice President at <<program or agency>> will conduct the grievance hearing. A written decision shall be made within 60 days of the filing.

3. **Binding Arbitration.** An aggrieved party may request binding arbitration if the 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 interested parties. If the parties cannot agree upon an arbitrator, the *Corporation for National and Community Service* will appoint one within 15 days after receiving a request from one of the parties.

An arbitration proceeding will be held no later than 45 days after the request for arbitration. An arbitration decision must be made within 30 days of the commencement of the grievance process.

The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration, unless the aggrieved party prevails, in which case the program must pay the total cost of the proceeding plus the prevailing party's legal fees.

*I have read the grievance procedure and understand the process* \_\_\_\_\_

### **AmeriCorps Member Harassment Policy**

<<Program or agency>> is committed to providing an environment that is free of discrimination and harassment with respect to race, color, ethnicity, religion, gender, age, socioeconomic status, gender, sexual orientation, political beliefs, affiliations, disability, or marital or veteran status. Harassment consists of actions and behavior which create a hostile or intimidating work

environment or which adversely affect an employee's working conditions or opportunity for advancement. Harassment can include verbal, physical, visual or sexual harassment

In addition, the *Corporation for National and Community Service* (CNCS) expects grantee supervisory and management personnel to immediately take appropriate action to prevent or stop any harassment of employees, service participants or clients of which they become aware. This is regardless of whether the harassing conduct is by employees, service participants or outside individuals such as service site or contractor personnel. Also, CNCS will not retaliate or tolerate any attempt at retaliation against a person who raises harassment concerns in good faith. Any grantee that permits harassment in violation of this policy will be subject to a finding of noncompliance and administrative procedures that may result in termination of federal financial assistance from the CNCS and all other federal agencies.

Every individual has the right to work in an environment that is free of harassment. Therefore, anyone who is harassed, or who witnesses harassment of discrimination of others, has the responsibility to report it immediately. <<Program or agency>> will investigate any reports of discriminations of harassment brought by members and take appropriate actions if discrimination of harassment is found to have occurred. Confidentiality must be respected as much as possible and in the course of the investigation and afterwards, management and co-workers may not interfere with, coerce, or retaliate against the member for voicing or filing a complaint.

It is desirable that inappropriate workplace behavior be dealt with at the most informal level. However, any AmeriCorps member who is feeling harassed or discriminated against, or has witnessed another employee, AmeriCorps member, or volunteer being harassed or discriminated against has the right and the responsibility to exercise several options.

<<Insert the steps in your own program or agency process. Absent one, consider these as a template>>:

**Step 1.** The member should make it known to the person that the member finds this person's behavior offensive and that he or she wants it to stop. This does not have to be confrontational. The member can simply tell the person(s) that the behavior (for example: lewd jokes, conversation with sexual overtones, flirting, shoulder massages, etc.) makes the member feel uncomfortable, and then request the individual stop this behavior immediately.

**Step 2.** If the member chooses not to ask the person to stop the behavior, or if the member does ask him/her to stop and he/she continues with the

