| Section | Requirements | Recommendations/Best Practice |
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| 1. Title | None | May be called AmeriCorps Member Contract or AmeriCorps Member Service Agreement |
| 1. Introduction   Purpose of Agreement | None | States the parties involved (member and organization name) and that the agreement is regarding an AmeriCorps term of service. |
| 1. Member Eligibility Requirements | None | * Include the full list of member eligibility requirements in 45 CFR §2522.200(a). * Include a statement that, by signing the agreement, the member certifies under penalty of law that he or she meets the eligibility requirements as stated above in 45 CFR §2522.200(a). *(Note: the member’s signature is not sufficient to verify age, citizenship, or criminal history, but it is sufficient to verify high school education.)* * Consider the additional eligibility requirements for tutoring programs, if applicable (45 CFR§§2522.900-.940), and ensure that those requirements are clearly stated. |
| 1. Member Start and End Dates | Must not fall outside of the program’s start and end dates per its contract with CV. Must be consistent with the first day listed on the member’s timesheet, member ‘start date’ entered in eGrants during enrollment), and must be AFTER all CHC clearances. | If contracts are pre-printed, the program may handwrite revised start and end dates (if member starts at a different time due to delayed clearances or late recruiting). Both member and supervisor must initial these changes. |
| 1. Terms of Service | The minimum number of service hours (as required by statute) and other requirements (as developed by the program) necessary to successfully complete the term of service and be eligible for the education award.  [Provided for reference; include as applicable]  2018-19  Full Time 1700 hours  Three Quarter Time 1200 hours  Half Time 900 hours  Reduced Half Time 675 hours  Quarter Time 450 hours  Minimal/Summer Time 300 hours | May include other requirements to successfully complete the term of service such as:   * Satisfactorily completing all assignments, tasks, or projects; * Submit all required timesheets and data collection reports. * Completing the full duration of the service term (for example, some programs require members to serve until the specified end date of the program, even if they complete their required hours earlier. |

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| 1. Benefits | **Education Award:**   * The amount of the education award for successful completion of the term of service in which the member is enrolling. * If the member has completed at least 15% of the service hour requirement, and was exited for compelling personal circumstances, the member may receive a pro-rated education award [required text].   [Provided for Reference; include as applicable]  2018-19  Full Time, 1700 Hours: $5,920.00  Three Quarter Time, 1200 Hours: $4,144.00  Half Time, 900 Hours: $2,960.00  Reduced Half Time, 675 Hours: $2,255.24  Quarter Time, 450 Hours: $1,566.14  Minimum Time, 300 Hours: $1,252.91  Living Allowance:   * The amount of living allowance the member will earn (if applicable). * State the amount as monthly/biweekly/weekly dollar amount and emphasize that payments will not fluctuate based on the number of hours served in a particular time period and will cease when the member’s service ceases. * If a member is permitted to conclude their service before the originally agreed upon end of term, living allowance payments must cease. * Members may not receive a lump sum payment, and may not increase the member’s living allowance incremental payment or make up any missed payments. * FICA and income taxes will be withheld from the living allowance.   Health Care:   * Health care coverage must be provided or made available to full-time members. * Specify the nature of the healthcare coverage provided by the program (see Terms and Conditions VIII.D. for health insurance options that satisfy requirements)   Child Care:   * Child care coverage must be provided, if the member qualifies.   Student Loan Forbearance and Interest Payments:   * Student loan forbearance and interest payments may be available, if the member qualifies. | For Education Award:   * If desired, include additional information about the use and limitations of the education award from http://www.nationalservice.gov/programs/americorps/segal-americorps-education-award.   For Living Allowance:   * If desired, specify the minimum number of hours a member must serve during a pay period in order to earn a living allowance for that pay period. * It is a best practice not to state the Living Allowance as an annual amount, as this can lead to confusion in situations of late starts or early exits. Late starting members do not get “make up payments”, and listing as an annual amount may lead to a misunderstanding of the total living allowance they expect to receive.   For Childcare Coverage:   * Specify how the member may apply for childcare benefits. See Terms and Conditions VIII.E for information.   For student loan forbearance and interest payments:   * If desired, provide additional information about what types of student loans members are eligible for and how to apply (see <http://www.nationalservice.gov/programs/americorps/segal-americorps-education-award/using-your-segal-education-award/postponing>   Other benefits:   * Programs may offer additional benefits to members if desired, such as a housing allowance, however, the value of the additional benefits combined with the living allowance cannot equal more than the maximum living allowance. |
| 1. Member Position Description | * Must align with member service activities described in the Program Narrative and the PMWs * The full text of the member description should be included in the Member Contract, or as an addendum. If an appendix, note that in body of Contract. * Include: AmeriCorps position title, description of duties, term of service, time requirements, areas of responsibility, essential functions, and qualifications (see CNCS Member Position Description Outline) * Confirm that member duties are not prohibited activities * Confirm that member training hours must not exceed 20% of total service hours for the member’s particular term of service * Include the benefits:   + The Amount of Segal Education Award   + The Amount of the living allowance, if applicable   + Healthcare coverage, if applicable   + Child care coverage, if applicable   + Student loan forbearance, if the member qualifies | * Reference the member position description briefly in the body of the agreement and include the full text of the position description as an appendix. * Provide members with the criteria and timeline for evaluating their performance * Include reporting requirements (e.g. timesheets, data reports, etc.) |
| 1. Standards of Conduct | * List the standards of conduct as developed by the program. * Provide a list of behaviors that will not be tolerated for members (e.g. tardiness, unexcused absences, stealing) | * Provide a list of positive behaviors expected of AmeriCorps members (e.g. following directions, showing respect to others) |
| 1. Prohibited Activities | To meet the requirements, copy and paste the full text of 45 CFR § 2520.65 into this section of the member agreement.  **Text of prohibited activities**  **45 CFR § 2520.65 Prohibited Activities.** While charging time to the AmeriCorps  program, accumulating service or training hours, or otherwise performing activities  supported by the AmeriCorps program or CNCS, staff and 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—    1. A business organized for profit;    2. A labor union;    3. A partisan political organization;    4. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and    5. An organization engaged in the religious activities described in paragraph C. 7. above, 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 CNCS may prohibit.   AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so. | Additional guidance on this issue may be added:  Performing abortion services is limited to:   1. Performing abortions 2. Being present in the room during an abortion 3. Obtaining or providing medication to induce a medical abortion   Referrals for abortion services is limited to:   1. Scheduling or arranging for an abortion-related appointment, including any pre-procedure appointments required by law to obtain an abortion 2. Providing or organizing transportation for patients to obtain an abortion when the AmeriCorps member or assigning staff member has actual prior knowledge that the purpose of the visit is to obtain an abortion 3. Accompanying or providing translation services for patients obtaining an abortion 4. Providing counseling or support before or during the procedures, including explaining what the procedure will be like, explaining what’s required to obtain an abortion in a given state, explaining or obtaining signed abortion consent forms from clients interested in abortions, negotiating fees or insurance coverage for a particular abortion, or other activities that promote or encourage abortion 5. Providing information such as the name, address, website, telephone number, or other relevant factual information (such as whether the provider accepts Medicaid, etc.) about an abortion provider 6. Promoting or encouraging use of abortion as a method of family planning. |
| 1. Nonduplication and Nondisplacement | To meet the requirements, copy and paste the full text of 45 CFR § 2540.100 e-f into this section of the member agreement.  **Text of 45 CFR §§ 2540.100(e)-(f):**  ***Nonduplication.*** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.  ***Nondisplacement.***   1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance. 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance. 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual. 4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—    1. Will supplant the hiring of employed workers; or    2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures. 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—    1. Presently employed worker;    2. Employee who recently resigned or was discharged;    3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;   (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or  (v) Employee who is on strike or who is being locked out. |  |
| 1. Fundraising by Members | To meet CNCS requirements, copy and paste the full text of 45 CFR § 2520.40-45 into this section of the member agreement. You must include this text even if you do not have a fundraising performance measure.  The text of 45 CFR §§ 2520.40-.45 (you must include all of the text)  (a) AmeriCorps members may raise resources directly in support of your program's service activities.  (b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:   1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read; 2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers; 3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals; 4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization; 5. Seeking donations from alumni of the program for specific service projects being performed by current members.   (c) AmeriCorps members may not:   1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; 2. Write a grant application to the Corporation or to any other Federal agency. 3. An AmeriCorps member may spend no more than 10 % of his or her originally agreed-upon term of service in fundraising activities.   Per CaliforniaVolunteers policy, if your program does not have an approved Fundraising Performance Measure, the following statement must be added and should be in bold :   * *“*[Program name] *does not have an approved Fundraising Performance Measure, therefore our Members may not engage in fundraising activities.”* |  |
| 1. Requirements under the Drug-Free Workplace Act | * Include program policy addressing at minimum items A, C, D, E, and F of the Drug-Free Workplace Act. (Note: Programs should develop their own policy based on this guidance.) * The following addresses items A,C,D,E and F of the Drug-Free Workplace Act. They are provided to show the minimum amount required:   + The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited while serving as an AmeriCorps member   + As a condition of AmeriCorps service, the member must abide by the terms of this prohibition and must notify the program director of any conviction under a criminal drug statute no later than 5 days after such a conviction.   + Specific actions will be taken against members for violations of this prohibition, including personnel actions up to and including termination and/or the requirement to satisfactorily participate in a drug abuse resistance or rehabilitation program.   + Specific consequences of violations must be included in the Suspensions and Terminations Section of the service agreement.   For program reference in developing policy, here is the text of Sec. 701 - Drug-free workplace requirements for Federal contractors from the U.S. Government Printing Office, [www.gpo.gov](http://www.gpo.gov/)  §701. Drug-free workplace requirements for Federal contractors  (a) Drug-free workplace requirement  (1) Requirement for persons other than individuals  No person, other than an individual, shall be considered a responsible source, under the meaning of such term as defined in section 403(8) of this title, for the purposes of being awarded a contract for the procurement of any property or services of a value greater than the simplified acquisition threshold (as defined in section 403(11) of this title) by any Federal agency, other than a contract for the procurement of commercial items (as defined in section 403(12) of this title), unless such person agrees to provide a drug-free workplace by—   1. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a   controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;   1. establishing a drug-free awareness program to inform employees about—    1. the dangers of drug abuse in the workplace;    2. the person's policy of maintaining a drug-free workplace;    3. any available drug counseling, rehabilitation, and employee assistance programs; and    4. the penalties that may be imposed upon employees for drug abuse violations; 2. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the   statement required by subparagraph (A);   1. notifying the employee in the statement required by subparagraph (A), that as a condition of employment on such contract,   the employee will—   * 1. abide by the terms of the statement; and   2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;  1. notifying the contracting agency within 10 days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction; 2. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 703 of this title; and 3. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).   (2) Requirement for individuals  No Federal agency shall enter into a contract with an individual unless such individual agrees that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.  (b) Suspension, termination, or debarment of contractor  (1) Grounds for suspension, termination, or debarment  Each contract awarded by a Federal agency shall be subject to suspension of payments under the contract or termination of the contract, or both, and the contractor thereunder or the individual who entered the contract with the Federal agency, as applicable, shall be subject to suspension or debarment in accordance with the requirements of this section if the head of the agency determines that—  (A) the contractor violates the requirements of subparagraph (A), (B), (C), (D), (E), or (F) of subsection (a)(1) of this section; or  (B) such a number of employees of such contractor have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor has failed to make a good faith effort to provide a drug-free workplace as required by subsection (a) of this section.  (2) Conduct of suspension, termination, and debarment proceedings  (A) If a contracting officer determines, in writing, that cause for suspension of payments, termination, or suspension or debarment exists, an appropriate action shall be initiated by a contracting officer of the agency, to be conducted by the agency concerned in accordance with the Federal Acquisition Regulation and applicable agency procedures.  (B) The Federal Acquisition Regulation shall be revised to include rules for conducting suspension and debarment proceedings under this subsection, including rules providing notice, opportunity to respond in writing or in person, and such other procedures as may be necessary to provide a full and fair proceeding to a contractor or individual in such proceeding.  (3) Effect of debarment  Upon issuance of any final decision under this subsection requiring debarment of a contractor or individual, such contractor or individual shall be ineligible for award of any contract by any Federal agency, and for participation in any future procurement by any Federal agency, for a period specified in the decision, not to exceed 5 years. |  |

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| 1. Civil Rights Requirements | This should be a program policy consistent with CNCS Policy and include civil rights requirements, complaint procedures, and rights of beneficiaries.  Text of CNCS Civil Rights Policy for reference in developing policy:  The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.  Slurs and other verbal or physical conduct relating to an individual’s gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.  CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.  I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.  Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov), or through <http://www.nationalservice.gov/>. | To meet the requirements for this section, you may use the following sample language from the General Terms and Conditions (CNCS III.H):  This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:  [Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the legal applicant organization]  Or  Office of Civil Rights and Inclusiveness  Corporation for National and Community Service  250 E Street, SW  Washington, DC 20024  (800) 833-3722 (TTY and reasonable accommodation line)  (202) 565-3465 (FAX); [eo@cns.gov](mailto:eo@cns.gov) (email) |
| 1. Suspension and Termination Rules or Consequences for Violating Standards of Conduct | * Suspension and termination rules as determined by the subgrantee or program. * Include a step-by-step policy for how violations of the programs Standards of Conduct will be handled (e.g. verbal warning, written reprimand, progressive discipline policy) * Include the consequences of violating the Drug-Free Workplace Act. |  |
| 1. Release for Cause | * Include the specific circumstances under which a member may be released for cause. The following must be included:   1. A [release for cause](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=837aad89ffa9d81b5604a79ea70c37ce&term_occur=1&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) encompasses any circumstances other than compelling personal circumstances that warrant an individual's release from completing a [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=8&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230).   2. AmeriCorps programs must [release for cause](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=837aad89ffa9d81b5604a79ea70c37ce&term_occur=2&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) any participant who is convicted of a felony or the sale or distribution of a controlled substance during a [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=9&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230).   3. A participant who is released for cause may not receive any portion of the [AmeriCorps education award](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=37458082963d409dd2a821399a67e15b&term_occur=1&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) or any other payment from the National Service Trust.   4. An individual who is released for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the individual for an [education award](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=4f26f05d5f45b72cb5b3e050a1f9a935&term_occur=2&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230), regardless of whether the individual completes a [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=10&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230).   5. An AmeriCorps participant released for cause may contest the program's decision by filing a grievance. Pending the resolution of a [grievance procedure](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=c37e3474c7a604376c1b7f9516243f94&term_occur=1&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is considered to be suspended. For this type of grievance, a program may not - while the grievance is pending or as part of its resolution - provide a participant with federally-funded benefits (including payments from the National Service Trust) beyond those attributable to service actually performed, without the program receiving written approval from the Corporation.   6. An individual's eligibility for a subsequent [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=11&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) in AmeriCorps will not be affected by [release for cause](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=837aad89ffa9d81b5604a79ea70c37ce&term_occur=3&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) from a prior [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=12&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) so long as the individual received a satisfactory end-of-term performance review as described in § 2522.220(c)(2) for the period served in the prior term.   7. A [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=13&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) from which an individual is released for cause counts as one of the terms of service, unless the member is released for reasons other than misconduct prior to completing 15% of a term of service. |  |
| 1. Release for Compelling Circumstances | * The specific circumstances under which a member may be released for “compelling personal circumstances” including documentation procedures. The following must be included:   1. An AmeriCorps program may release a participant upon a determination by the program, consistent with the criteria listed in this section, that the participant is unable to complete the [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=3&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) because of compelling personal circumstances, if the participant has otherwise performed satisfactorily and has completed at least fifteen percent of the agreed [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=4&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230).   2. A participant who is released for compelling personal circumstances and who completes at least 15% of the required [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=5&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) is eligible for a pro-rated [education award](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=4f26f05d5f45b72cb5b3e050a1f9a935&term_occur=1&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230).   3. The program must document the basis for any determination that compelling personal circumstances prevent a participant from completing a [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=6&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230).   4. Compelling personal circumstances include: Those that are beyond the participant's control, such as, but not limited to:      1. A participant's disability or serious illness;      2. Disability, serious illness, or death of a participant's family member if this makes completing a term unreasonably difficult or impossible; or      3. Conditions attributable to the program or otherwise unforeseeable and beyond the participant's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible;   Those that the Corporation, has for public policy reasons, determined as such, including:   1. Military service obligations; 2. Acceptance by a participant of an opportunity to make the transition from welfare to work; or 3. Acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives (approved performance measure) the promotion of employment among its participants.    1. Compelling personal circumstances do not include leaving a program:       1. To enroll in school;       2. To obtain employment, other than in moving from welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its participants; or       3. Because of dissatisfaction with the program.    2. As an alternative to releasing a participant, an AmeriCorps program may, after determining that compelling personal circumstances exist, suspend the participant's [term of service](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=57ddf5faf731032e3d06eab2bcbf8cfd&term_occur=7&term_src=Title:45:Subtitle:B:Chapter:XXV:Part:2522:Subpart:B:2522.230) for up to two years (or longer if approved by the Corporation based on extenuating circumstances) to allow the participant to complete service with the same or similar AmeriCorps program at a later time. |  |
| 1. Grievance Procedures | Create a grievance procedure that meets the CNCS requirements. Edit the text to increase the clarity of the procedure and add specific program details, including the name and job title of the individual to whom grievances should be submitted.  Text of§ 2540.230  For use in creating a policy:  State and local applicants that receive assistance from the Corporation must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general.  (a) Alternative dispute resolution.  The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.  If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.  (b) Grievance procedure for unresolved complaints. If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.  (c) Time limitations. Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.  (d) Arbitration  Arbitrator   1. Joint selection by parties. If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties. 2. Appointment by Corporation. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators. 3. Time Limits   Proceedings. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.  (Decision. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.  The cost. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.  (e). Suspension of placement. If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.  (f). Remedies. Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include—  1. Prohibition of a placement of a participant; and  2. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—  A. Reinstatement of the employee to the position he or she held prior to the displacement;  B. Payment of lost wages and benefits;  C. Re-establishment of other relevant terms, conditions and privileges of employment; and  D. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.  (g) Suspension or termination of assistance. The Corporation may suspend or terminate payments for assistance under this chapter.  (h) Effect of noncompliance with arbitration. A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship. |  |
| 1. Other Requirements established by the Program |  | * Required service or training events that the member will be expected to attend such as member orientation and/or National Day of Service Events * Vacation/sick leave policies such as the number of leave days a member may take and the process for requesting leave * The process by which members may request reasonable accommodations * The process by which this agreement may be amended if necessary (e.g. by written consent of both parties. |
| 1. Signatures and dates | * Member signature and date required * Program staff signature and date required * Parent or legal guardian signature and date for members under 18 years of age * Program should ensure that the member contract is signed and dated by the member BEFORE commencement of service so that members are full aware of their rights and responsibilities |  |