[NOTE: This is provided only as guidance. The Program must customize this for their own use; including specifying dates, service requirements, and position descriptions.]

Definitions:

The Corporation for National and Community Service (hereafter referred to as CNCS) is the federal agency that funds the AmeriCorps and other national service programs.

CaliforniaVolunteers is the State Service Commission responsible for administering AmeriCorps State funding to support programs in California.

‘Program’ refers to the legal applicant organization and its specific program activities supported by the AmeriCorps grant.

1. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “member”) in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AmeriCorps Program (hereinafter referred to as the “Program”).

1. TERMS OF SERVICE
2. **Term**

The member’s term of service begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **Stipend/Living Allowance**

The member will receive a disbursement rate of \_\_\_\_\_\_\_\_ for every \_\_\_\_\_\_\_\_\_\_\_\_ ***(week, two weeks, month, etc.)*** of service. The disbursement is given on \_\_\_\_\_\_\_\_\_.

This is not an hourly wage, and is in no way payment for services hours, but is provided to assist the member with living expenses while serving. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member’s service ceases. If the member serves all required hours and is permitted to conclude their term of service before the originally agreed upon end of term, the Program may not provide a lump sum payment to the member. Similarly, if the member is selected after the Program’s start date, the Program must provide regular living allowance payments from the member’s start date and may not increase the members’ living allowance incremental payment or provide a lump sum to make up any missed payments. The stipend is taxable.

1. **Stipend Waiver**
Stipends may be waived in part or in whole by any participating member who wishes to do so. They may have said stipends re-instated at any time during the Program year, however they shall not receive retroactive stipends.
2. **Impacts SSDI, TANF; Does Not Impact SSI, Food Stamps**

By signing this service agreement the member acknowledges their understanding that their eligibility for SSDI and TANF could be impacted by their stipend; however they have the option to lower their stipend rate, or waive the stipend entirely, if they feel it will maintain eligibility for benefits they wish to receive.

***[NOTE: Programs may wish to have the agreement of understanding statement in the service agreement but put the details in the Member Handbook]***

1. **SSI; SSDI**The HEART (Hero Earnings Assistance and Relief Tax) Act of 2008 specifies that any cash or in-kind benefit paid to a participant in the AmeriCorps Program is excluded from the SSI income calculation. This means that SSI recipients can freely serve as AmeriCorps members without the fear of losing their SSI. HOWEVER, there is no exemption for SSDI benefits so the stipend could impact said benefits.
2. **Food Stamps**

The AmeriCorps State and National Program was authorized by the National and Community Service Act of 1990 (NCSA), 42 U.S.C. § 12501 et seq. The NCSA states allowances, earnings, and payments to participants in AmeriCorps Programs “shall not be considered income for the purposes of determining eligibility for and the amount of income transfer and in-kind aid furnished under any Federal or federally-assisted Program based on need, other than as provided in the Social Security Act.” 42 U.S.C. § 12637(d). Based on the language, the USDA issued an opinion in 2001, which stated AmeriCorps State and National benefits are excluded from income for food stamp purposes.

1. **Temporary Assistance to Needy Families (TANF)**

AmeriCorps members who otherwise qualify for aid Programs may be affected by the living allowance and Education Award. Eligibility or amount of assistance may be affected in State or local public assistance Programs. Temporary Assistance to Needy Families (TANF) is one of the Programs that may be affected by the living allowance.

1. **Member Status and Unemployment**
By signing this service agreement the member indicates understanding of the fact that AmeriCorps members are not employees and the stipend is not an hourly wage. Also, they understand that according to federal policy an employer-employee relationship does not exist and unemployment benefits will not be available based on the performance of their service.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **Hours**

The member shall complete at least the minimum number of service hours as follows (please check one):

[ ]  Full Time, 1700 Hours
[ ]  Reduced Full Time, 1200 Hours
[ ]  Half Time, 900 Hours

[ ]  Reduced Half Time, 675 Hours

[ ]  Quarter Time, 450 Hours
[ ]  Minimum Time, 300 Hours

***[Programs may add additional hours on top of the minimum required by CNCS, as long as said hours are added at the beginning of service as a part of this service agreement.]***

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **Education Award**

Upon successful completion of the member’s term of service, the member will receive an Education Award from the National Service Trust in the following amount ***(please check the current CNCS NOFO as this increased annually. It is based on the maximum Pell grant during the fiscal year the grant is awarded, which is then prorated as below):***

***For 18-19:***

[ ]  Full Time, 1700 Hours: $5,920.00

[ ]  Reduced Full 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

The Education Award is taxable at the time it is withdrawn. The member understands that their failure to disclose to the Program any history of having been released for cause from another AmeriCorps Program will render them ineligible to receive the Education Award.

* **Title IV Educational Agencies/Loans**

By signing this service agreement the member acknowledges their understanding that the Education Award may be used for the current cost of attendance at a qualified educational institution, or to repay a qualified education loan. A qualified educational institution is a Title IV agency, meaning they have an agreement with the federal government to handle Title IV federal funds. A qualified loan is a Title IV educational loan. Personal loans, even though used for educational purposes, do not qualify if they are not Title IV loans.

* **No Cash Award**
The member further acknowledges that as an AmeriCorps State member they do not have the option to receive a cash award given directly to the member. Funds are transferred directly from the Trust to the qualified educational agency or loan holder.
* **Education Award Transfer**

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

1. **Successful Completion**

The member understands that to complete the term of service successfully (as defined by the Program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, they must complete the duration of their service, all the hours of service and satisfactorily complete pre-service training and the appropriate education/training that relates to the member’s ability to perform service.

1. **Performance Reviews**

The member understands that to be eligible to serve a subsequent term of service the member must receive satisfactory performance reviews for any previous term of service. The member’s eligibility for subsequent 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 *at least* the minimum number of hours as outlined above
2. Satisfactorily completed assignments, tasks, and projects
3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
4. **Eligibility, Selection and Placement**

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

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **POSITION DESCRIPTION**

***[NOTE: In this section, the Program should include the position description for the individual member to whom the service agreement applies. The position description should specify the types of duties, service activities, and assignments as well as essential functions, areas of responsibility and qualifications. It should clearly align with member activities described in the Performance Measure Worksheets and Narrative section of the application. The program may also choose to incorporate a full member position description as an addendum to the contract. THE PROGRAM MUST MAKE SURE THAT ABSOLUTELY NO ACTIVITY DESCRIBED INVOLVES A PROHIBITED or UNALLOWABLE ACTIVITY (see below).]***

The name of the member’s direct supervisor is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The site

where the member will be serving is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **RULES OF CONDUCT**

1. **Prohibited Activities**

***[The following Provisions must be present in any member service agreement. Please cut and paste as necessary. Do not summarize this list; the full and intact list must be present in any member service agreement.]***Reference: (2018 AmeriCorps State and National Terms and Conditions)

While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps Program or CNCS, members may not engage in the following activities (see 45 CFR § 2520.65):

a. Attempting to influence legislation;

b. Organizing or engaging in protests, petitions, boycotts, or strikes;

c. Assisting, promoting, or deterring union organizing;

d. Impairing existing contracts for services or collective bargaining agreements;

e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

f. 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;
g. 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;

h. Providing a direct benefit to the following:

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;

i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

j. Providing abortion services or referrals for receipt of such services; and

k. Such other activities as the 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.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **Non-duplication (See 45 CFR § 2540.100)**

CNCS assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the paragraph covering nondisplacement of this section are met, CNCS 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.

1. **Nondisplacement (See 45 CFR § 2540.100) [include the entirety of the text below]**
2. 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 CNCS assistance.
3. An organization may not displace a volunteer by using a participant in a Program receiving CNCS assistance.
4. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
5. A participant in a Program receiving CNCS 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.
6. 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.
7. 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;
	4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
	5. Employee who is on strike or who is being locked out.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **Acceptable Conduct**
***[NOTE: The following are given as examples only. The Program should customize this section to include all Program-specific relevant requirements.]***

The Member must comply with all policies and requirements outlined in this Contract, the AmeriCorps Member Handbook, and any additional requirements of the Program. Below is a non-exhaustive list of requirements, which, if not followed, may result in coaching, discipline, and/or release from the program:

1.Member must complete agreed upon duties as listed in the Position Description, and those assigned by Member’s Supervisor. Member must meet or exceed service standards as outlined in the Position Description.

2.Member must adhere to all Program policies and procedures.

3.Member must maintain a professional demeanor during interactions with Member’s supervisor, staff, other AmeriCorps members, and the public.

4. Member must be truthful and accurate in all conversations and on all records/documents and professional communications.

5.Member must assume responsibility for actions, products, decisions, and language, including record keeping, interactions with others, and carrying out Member’s role as a National Service participant. Member has an obligation to report and be answerable for resulting consequences.

6.If serving for a period of more than five (5) hours in one (1) day, Memberwill be provided with a meal period of between thirty (30) and sixty (60) minutes, during which time Memberis to be relieved of all service-related duties.

a. Notwithstanding the above, if a period of no more than six (6) hours will complete Member’s day, *and* both Memberand Member’s Supervisor have waivedthe meal period at the beginning of Member’s shift, Memberdoes not need to take a meal period.

b. The meal period cannot be taken at the beginning or the end of Member’s service day.

7. Memberis authorized to take a fifteen (15) minute break for every four (4) hours of AmeriCorps service.

8.Member is required to conduct himself/herself as a representative of the Program in a professional manner at all times.

9.Member must notify their supervisor of any family or social relationship with staff, co-members and potential service recipients with whom Member interacts through their AmeriCorps position

10.Program equipment, such as phone, computer, mail, or supplies must be used for service assignment only.

12.Member must use appropriate language and behavior while representing the Program.

13.Member must notify their supervisor and/or Program immediately should any of the following occur during Member‘s term of service:

* + 1. Criminal charge of any kind;
		2. Detainment of any kind;
		3. Arrest of any kind; and/or
		4. Conviction of any crime.
1. **Unacceptable Conduct**
The member understands that, in addition to the Prohibited Activities proscribed by CNCS, and the proscribed activities under the Drug-Free Work Act the following acts also constitute a violation of the Program’s rules of conduct: ***[NOTE: The following are given as examples only. The Program should customize this section to include all relevant requirements. Obviously there is give and take between the prohibited activities, including the Drug-Free Workplace Act, which must be communicated in some format to members, and the Program’s own list of unacceptable conduct. The Program should have very clearly spelled out disciplinary actions in regard to all prohibited activities and unacceptable conduct.]***
2. Engaging in any activity that may physically or emotionally damage other members of the Program or people in the community; or activities that pose a significant safety risk to others.
3. Being under the influence of alcohol or any illegal drugs during the performance of service activities; or consuming alcoholic beverages during the performance of service activities, no matter where service activities may be taking place.
4. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service.
5. Failing to notify the Program of any criminal arrest or conviction that occurs during the term of service.
6. Having unauthorized tardiness.
7. Having unauthorized absences.
8. Repeated use of inappropriate language (i.e. profanity) at a service site.
9. Failing to wear appropriate clothing to service assignments.
10. Stealing or lying.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

***[NOTE: \*\*The Program may want to have some of these violations result in immediate termination or something more severe than having them remedied through the progressive discipline system described below.(section VI) ]***

1. **Fundraising Restrictions**

The rules below pertain to the federal regulations regarding fundraising, however, per CaliforniaVolunteers policy, members may only perform fundraising activities as described in an approved Fundraising Performance Measure. ***[The program has/does not have an approved Fundraising Performance Measure and therefore may/may not engage in fundraising activities.]***

1. AmeriCorps members may raise resources directly in support of your Program's service activities.
2. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
3. Seeking donations of books from companies and individuals for a Program in which volunteers teach children to read;
4. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
5. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
6. 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;
7. Seeking donations from alumni of the Program for specific service projects being performed by current members.
8. AmeriCorps members may not:
9. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
10. Write a grant application to CNCS or to any other Federal agency.

An AmeriCorps member may spend *no more than ten percent* of their originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described above.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **Drug-Free Workplace**
The member shall be provided a copy of the requirements under the Drug-Free Workplace Act. Under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq*.); members must notify the Program Director within 5 days, if they are convicted under any criminal drug statute. Their participation in the Program is conditioned upon compliance with this notice requirement and the Program will take action for violation of this. By signing this service agreement the member indicates they have reviewed the requirements of the Drug-Free Workplace Act and agree to abide by them.

In accordance with the Federal Drug-Free Workplace Act of 1988, the program is committed to maintaining a drug and alcohol-free environment. Members are therefore notified that:

* The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;
* Actions, including termination from the program, will be taken against any member for violations of such prohibitions;
* As a condition of service as an AmeriCorps Member:
	+ Members will abide by the terms of drug-free workplace policy; and
	+ Notify the program director in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than *five* calendar days after the conviction.
* In joining AmeriCorps, the member agrees to remain drug-free for the remainder of the year.

As part of an ongoing member orientation and training, the program will inform members about:

* The dangers of drug abuse in the workplace and service area;
* The program’s policy of maintaining a drug-free workplace;
* Any available drug counseling, rehabilitation, and employee assistance programs; and
* The penalties that you may impose upon members for drug abuse violations occurring in the workplace or service area.

I have read and understand the Drug Free Workplace Policy:

 \_\_\_\_ \_\_

*Signature of Member* *Date*

**[*Programs may elect to add to the minimum requirements of the drug free workplace policy. Such additions may include random or mandatory drug testing.*]**

1. **NOTICE OF DISCRIMINATION/NOTICE OF CIVIL RIGHTS**

***[NOTE: The CNCS has its own office for Civil Rights complaints so you should provide this information regardless of if you have your own Civil Rights statement.]***

The member understands that the Program follows CNCS nondiscrimination policy and understands the procedure to follow if they believe their civil rights have been violated.

*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.*

*Supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, will 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 they have 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 their 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**, or through*[*http://www.nationalservice.gov/*](http://www.nationalservice.gov/)*.*

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **CONSEQUENCES OF PROHIBITED ACTIVITIES OR UNACCEPTABLE CONDUCT (outline program’s progressive discipline process)**

In general, for violating the above stated rules, 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):

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 third offense, the Program may release the member for cause.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **RELEASE FROM TERMS OF SERVICE FOR CAUSE OR COMPELLING PERSONAL CIRCUMSTANCES**

The member understands that they will be either suspended or released for cause as outlined below, 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.

* + 1. The member may be released by the Program from the term of service in the following two ways:
1. Suspension, as described in this section; or,
2. Termination.
3. The member understands that they may be released for the following two reasons:
4. For cause, as explained in this section; or
5. For compelling personal circumstances as defined in this section.
6. The Program will release the member for **cause** for the following reasons:
7. The member has dropped out of the Program without obtaining a release for compelling personal circumstances from the appropriate Program official;
8. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
9. The member has committed a third offense in accordance with this agreement;
10. The member has committed any of the offenses listed in this service agreement prohibited activities, unacceptable conduct, or proscribed activities under the Drug Free Workplace Act.
11. Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the Program.
12. The Program may release the member from the term of service for **compelling personal circumstances** if the member submits appropriate documentation demonstrating that:
13. The member has a disability or serious illness that makes completing the term impossible;
14. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member;
15. The member has Military service obligations;
16. The member has accepted an opportunity to make the transition from welfare to work;
17. 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.
18. Compelling personal circumstances do not include leaving the Program:
19. To enroll in school;
20. To obtain employment, other than in moving from welfare to work; or
21. Because of dissatisfaction with the Program.
22. The Program may **suspend the member’s term** **of service** for the following reasons:
23. During the term the Member requests a suspension based on compelling personal circumstances, as described in this section. During the suspension from service, the member will not receive credit for service hours or benefits. The member may resume their 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.
24. 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 their term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
25. 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.)
26. The Program may suspend the member’s term of service for violating the rule of conduct provisions set forth in this agreement.
27. If the Program releases the member for cause or for compelling personal circumstance; the member will cease to receive the benefits described in this agreement.
28. 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 pro-rated Education Award, provided the member has completed at least 15 percent of the hours needed to complete the term of service.
29. A term that ends early, either for cause, or for compelling personal circumstances, is still considered a service term and will still count as one of the 4 possible terms in AmeriCorps State.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **GRIEVANCE PROCEDURE**
2. 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.
3. The member understands that, as a participant of the Program, they 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.]***
4. In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members, labor unions, and other interested individuals concerning the AmeriCorps Program 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.
5. **Alternative Dispute Resolution (ADR)**
* ADR must be initiated within 45 days of the alleged occurrence
* At initial session of dispute resolution proceedings, party is advised in writing of right to file a grievance and right to arbitration
* If matter is resolved, the terms of the resolution are recorded in a written agreement, and the party agrees to forego filing any further grievance on the matter under consideration
* The process is aided by a neutral party and the neutral party may not compel a resolution
* The proceedings are informal. The rules of evidence do not apply
* With the exception of a written agreement, the proceedings are confidential
* If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the aggrieved party is informed in writing of their right to file a formal grievance
1. **Grievance Procedure for unresolved complaints**
* The neutral party is not involved in the formal complaint process
* Communications or proceedings of the informal dispute resolution process are not referred to or introduced into evidence at the grievance and arbitration hearing
1. **Time Limitations**
* Grievance is made no later than one year after the alleged occurrence (except for fraud and criminal activity)
* The hearing is conducted no later than 30 calendar days after filing
* A decision is made no later than 60 calendar days after filing
1. **Binding Arbitration**
* The filing party may submit the grievance to binding arbitration if the decision of the hearing is adverse to the grievant, or if no decision has been reached in 60 days
* A qualified arbitrator is used who is jointly selected and independent of the interested parties
* CNCS’s CEO appoints an arbitrator if the parties cannot agree on an arbitrator within 15 calendar days
* Arbitration is held no later than 45 calendar days after the request for arbitration, or 30 days after an arbitrator is appointed by CNCS
* A decision is made by the arbitrator no later than 30 days after the arbitration commences
* The cost of arbitration is divided evenly between the parties to the arbitration. If the participant, labor organization, or other interested individual prevails during arbitration, then the Program pays the total cost of the proceeding and the attorney’s fees of the prevailing party

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **REASONABLE ACCOMODATION POLICY**

***[NOTE: The Program should have a statement of understanding which indicates that you covered this topic with the member regarding their rights to reasonable accommodation. The Program may simply include the entire policy in the member handbook.]***

By signing this agreement the member acknowledges that they understand the Program’s Reasonable Accommodation policy.

AmeriCorps encourages individuals with disabilities to participate as national service providers through the AmeriCorps Programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. Under Federal law, any Program receiving Federal funds is required to comply with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the Program, services, or activities of the Program, or be subjected to discrimination by the Program. Nor shall the Program exclude or otherwise deny equal services, Programs, or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term "disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individuals major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

A "qualified individual with a disability" is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in Programs or activities provided by the Program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.

***[Insert Program name]*** shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the Program can demonstrate that making the modifications would fundamentally alter the nature of the service, Program, or activity, and/or impose an "undue hardship". A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials or policies; etc.

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

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

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

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **ADDITIONAL BENEFITS**

By signing this service agreement the member indicates understanding of their potential benefits and the conditions that apply to them.

1. **Forbearance**

Upon enrollment and acceptance into the Program, the member is eligible for forbearance of any qualified student loans. The member understands it is their responsibility to apply for forbearance in My AmeriCorps.

1. **Accrued Interest Payment**
If the member has received forbearance on a qualified student loan during the term of service, on the basis of their AmeriCorps service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service; the repayment is taxable.

The member is responsible for submitting their own loan forbearance and/or interest accrual forms to the National Service Trust.

1. **Health Insurance (Full Time Members)**

The full time member shall review the option of health insurance being provided to them and either accept said insurance coverage or waive it.

***[NOTE: PROGRAMS MAY WISH TO ONLY HAVE A STATEMENT OF UNDERSTANDING IN THE SERVICE AGREEMENT ALONG WITH THE ACCEPTANCE/WAIVER AND PUT THE DETAILS IN THE MEMBER HANDBOOK]***

Healthcare insurance must be provided to full time members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time each begins their term of service.

The grantee must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

\*Healthcare policies will also be considered acceptable if the Program purchases an Affordable Care Act-approved Minimum Essential Coverage policy directly through an insurance carrier or broker.

**Health Insurance Acceptance/Waiver**

The full time member hereby:

[ ]  Accepts the health insurance offered by the Program, which shall cover them by the first day of their enrollment and end when they leave service.

[ ]  Waives health insurance coverage due to the fact they are already covered, and shall provide proof of said coverage.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **Child Care Benefits (Full Time Members) [45 CFR §2522.250]**

The qualifying full time member shall review the child care benefit offered to them and either accept said benefit or waive it. With the understanding that actual eligibility for child care benefits is determined by GAP Solutions, Inc.

***[NOTE: PROGRAMS MAY WISH TO ONLY HAVE A STATEMENT OF UNDERSTANDING IN THE SERVICE AGREEMENT ALONG WITH THE ACCEPTANCE/WAIVER AND PUT THE DETAILS IN THE MEMBER HANDBOOK]***

In general, CNCS will provide for childcare payments, which will be administered through GAP Solutions, Inc. Requirements and eligibility criteria are in the AmeriCorps regulation 45 CFR §2522.250. Grantees that choose to provide childcare as a match source (as approved in their budget) may use GAP Solutions, Inc. for technical assistance.

Members are considered to be fulltime participants for purposes of eligibility for childcare payments on the same basis as eligibility for healthcare coverage. CNCS will not cover childcare costs for family members or for members who have not served on a full-time, or who have ceased serving on a full-time basis.

The member understands that health insurance benefits and child care benefits may only be available while the member is serving full time. If the member’s schedule changes so that they are no longer serving in a full time basis, such as if they are suspended for cause for a lengthy or indefinite period; or if they are terminated or released from service then the health insurance provider and/or child care agent FFA must be notified by the Program.

The full time member hereby:

[ ]  Accepts the Child Care Benefits offered by CNCS via its agent GAP Solutions, Inc., understanding that they must apply to GAP Solutions, Inc. which will then determine eligibility.

[ ]  Waives Child Care Benefits due to the fact they do not feel they are eligible or do not wish to receive said benefits.

*Member Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **PUBLICITY RELEASE**

The member, by their signature, assigns all rights to ***[Insert Program name]*** and the Corporation for National and Community Service (CNCS) to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by ***[Insert Program name]*** unless specifically noted to the contrary.

1. **AMENDMENTS TO THIS AGREEMENT**

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

**AUTHORIZATION**

***[Note: Signatures shall be completed in ink and dated. Service agreements that do not include a signature by both the member and the Program Director (or other authorized legal representative of the Program) may be considered invalid. All changes made to the service agreement after signing shall be made in ink, with previous text clearly legible but drawn through, and changes shall be initialed and dated by both member and director (or legal representative.)***

The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. **Optional Statement:** It is understood that said agreement includes the applicable provisions of the 2017-2018 AmeriCorps Member Handbook incorporated herein by reference and made a part of this agreement. (If the member is under the age of 18 years old, the member’s parent or legal guardian must also sign).

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AmeriCorps Member AmeriCorps Program Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

**Date of all signatures should either precede, or be no later than, the first day of enrollment.**

**For Parent of Guardian of members under 18 years of Age:**

I, the undersigned parent/guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ understand the responsibilities and benefits associated with AmeriCorps as outlined in the service agreement and in the Member Handbook. I authorize my son/daughter/legal ward to participate in AmeriCorps including educational, training and service related activities provided by the AmeriCorps Program.

I authorize the exchange of information between the AmeriCorps sponsor, *(site name)* \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Corporation for National and Community Service (CNCS) which is relevant to successful participation in the AmeriCorps Program.

I grant permission for the AmeriCorps sponsor to provide or arrange the necessary medical assistance for my son/daughter/legal ward if I cannot be immediately reached in the event of an accident or illness. I have listed any illnesses, allergies, medical conditions or disabilities that might affect participation in the AmeriCorps Program or require medical attention.

I grant permission for photographs and/or quotes from my son/daughter/legal ward to be used for promotional and/or informational purposes by AmeriCorps.

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Parent/Legal Guardian (if applicable) Date