**AmeriCorps Member Service Agreement**

***Disclaimer:*** *This document is intended as a good faith representative sample that requires customization before it can be used by an AmeriCorps program. OneStar has created this sample using existing federal guidance but cannot guarantee its accuracy. If you have questions before using this sample, please contact your OneStar Grants Officers.*

**I. 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).

**II**. **MINIMUM QUALIFICATIONS**

The member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age (or at least 16 years of age if the member is an out-of-school youth and a participant in one of two types of youth corps defined under the National and Community Service Act of 1990, as amended).

**III. TERMS OF SERVICE**

1. The member’s term of service begins on date and ends on date. 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.
2. The member will complete a minimum of hours of service during the term of service indicated in this agreement.
   1. Full-Time Members must serve 1700 hours during a period of months.
   2. Half Time Member must serve at least 900 hours during a period of months.
   3. Reduced Half-Time Members must serve at least 675 hours during a period of       months.
   4. Quarter-Time Members must serve at least 450 hours during a period of       months.
   5. Minimum Time Members must serve at least 300 hours during a period of months.
3. 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, he/she must complete the duration of their service (as noted in A above), all the hours of service (as noted in B above), and satisfactorily complete pre-service training and the appropriate education/training that relates to the member’s ability to perform service.
4. 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 the required number of hours
   2. Satisfactorily completed assignments, tasks, or projects
   3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
5. The member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement.

**IV. POSITION DESCRIPTION (See attached Member Position Description)**

The name of the member’s direct supervisor is       who can be reached by phone/email at      .

**V. BENEFITS**

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

Living Allowance Calculation (2003 Provisions 11.b). The living allowance is designed to helpmembers meet the necessary living expenses incurred while participating in the AmeriCorps Program.Programs must not pay a living allowance on an hourly basis. It is not a wage and should not fluctuatebased on the number of hours members serve in a given time period. Programs should pay the livingallowance in increments, such as weekly, biweekly, or monthly. Programs may use their organization's payrollsystem to process members' living allowances. However, if a payroll system cannot be altered andmust show 40 hours in order to distribute a living allowance, then members' service hours should bedocumented separately to keep track of their progress toward the Program's total required AmeriCorpsservice hours.

* 1. A living allowance in the amount of: $
     1. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
     2. The living allowance will be distributed ***[weekly] [biweekly][monthly]*** by ***[direct deposit] [check]*** starting on     .The ***[weekly] [biweekly][monthly]*** amount will be $      as outlined in the attached Living Allowance Pay Schedule.
  2. ***[Health benefits (if the member is eligible). The health insurance policy is attached.]***
  3. If applicable, a child care allowance of $      will be provided by the official AmeriCorps Child Care provider (GAP Solutions Inc.) directly to the provider, ifthe member qualifies for the allowance. Additional information and forms may be found online at: <http://www.americorpschildcare.com/Forms.aspx>.

1. Upon successful completion of the member’s term of service, the member will receive an education awardfrom the National Service Trust. For successful completion of a full-time term, the member will receivean education award in the amount of $     . For successful completion of a part-time term, the memberwill receive an education award of $     .
   1. If the member has not yet received a high school diploma or its equivalent (including an alternativediploma or certificate for individuals with learning disabilities), the member agrees to obtain a highschool diploma or its equivalent before using the education award. This requirement can be waived ifthe member is enrolled in an institution of higher education on an ability to benefit basis or theprogram has waived this requirement due to the results of the member’s education assessment.
   2. The member understands that his or her failure to disclose to the program any history of having beenreleased for cause from another AmeriCorps program will render him or her ineligible to receive theeducation award.
2. If the member has received forbearance on a qualified student loan during the term of service, the NationalService Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

**VI. RULES OF CONDUCT**

1. At no time may the member:
   1. Engage in any activity that is illegal under local, state, or federal law
   2. Engage in activities that pose a significant safety risk to others
   3. Engage in any AmeriCorps-prohibited activities specified in the regulations § 2520.65 or Section IV.D 2.e of the AmeriCorps Provisions, including:
      * **Attempting to influence legislation.**
      * **Organizing or engaging in protests, petitions, boycotts, or strikes.**
      * **Assisting, promoting or deterring union organizing.**
      * **Impairing existing service agreements for services or collective bargaining agreements.**
      * **Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.**
      * **Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.**
      * **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.**
      * **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 (except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative); or**
        5. **An organization engaged in the religious activities described above, unless Grant funds are not used to support the religious activities.**
      * **Conducting a voter registration drive or using grant funds to conduct a voter registration drive**
      * **Providing abortion services or referrals for receipt of such services**
      * **Any other prohibited activities specified by the program as follows (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:
   1. Comply with the rules and standards of the host agency.
   2. Demonstrate mutual respect toward others
   3. Follow directions
   4. Direct concerns, problems, and suggestions to [***designate the appropriate program official here***]
3. The member understands that the following acts also constitute a violation of the Program’s rules of conduct: [***Program can add or change these as they wish*]**
   1. Unauthorized tardiness
   2. Unauthorized absences
   3. Repeated use of inappropriate language (i.e., profanity) at a service site
   4. Failure to wear appropriate clothing to service assignments
   5. Stealing or lying
   6. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community
   7. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service
   8. Consuming alcoholic beverages during the performance of service activities
   9. Being under the influence of alcohol or any illegal drugs during the performance of service activities
   10. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service
4. Under the Drug-Free Workplace Act, you must immediately notify the Program Director if you are convicted under any criminal drug statute. Your participation in the Program is conditioned upon compliance with this notice requirement, and we will take action for violation of this.
5. In general, for violating the above stated rules in section VI(C), the Program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale, or distribution of a controlled substance):
   1. For the member’s first offense, an appropriate program official will issue a verbal warning to the member.
   2. For the member’s second offense, an appropriate program official will issue a written warning and reprimand the member.
   3. For the member’s third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed. (Program will notify member in writing of the number of days of suspension)
   4. For the fourth offense, the Program may release the member for cause.

The program will notify the member of any violation and action being taken in writing. Notification signed by both the member and program supervisor will be kept in the member’s file.

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

**VII. RELEASE FROM TERMS OF SERVICE**

1. The member understands that he/she may be released for the following two reasons:
   1. For cause, as explained in paragraph (B) of this section
   2. For compelling personal circumstances as defined in paragraph (C) of this section
2. The Program will release the member for cause for the following reasons:
   1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
   2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance.
   3. The member has committed a fourth offense in accordance with paragraph (E) of section VI of this agreement.
   4. The member has committed any of the offenses listed.
   5. The member has committed another serious breach that, in the judgment of the program director, would undermine the effectiveness of the Program.
3. The Program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:
   1. The member has a disability or serious illness that makes completing the term impossible.
   2. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member.
   3. The member has military service obligations.
   4. The member has accepted an opportunity to make the transition from welfare to work. Member must have been on welfare prior to enrolling in AmeriCorps.
   5. Some other unforeseeable circumstance beyond the member’s control makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or the Program.
4. Compelling personal circumstances which do not constitute leaving the Program:
   1. To enroll in school
   2. To obtain employment, other than moving from welfare to work
   3. Because of dissatisfaction with the Program
5. The Program may suspend the member’s term of service for the following reasons:
   1. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
   2. 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 that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowances or credit for any service hours missed.)
6. The Program may suspend the member’s term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of section VI of this agreement.
7. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (B), (D), and (E), the member will cease to receive the benefits described in paragraph (A) of section V and will receive no portion of the education award or interest payments.
8. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the member will cease to receive benefits described in paragraphs (B) and (C) of section V.
9. Program director must submit written notification to health care providers and cancel health insurance within one week of the member’s exit date and submit written notification to NACCRRA (child care) providers and cancel child care.

**VIII. GRIEVANCE PROCEDURES (See attached Grievance Procedure and AmeriCorps Code of Federal Regulations, § 2540.230)**

1. The member understands that the Program has a grievance procedure to resolve disputes concerning themember’s suspension, dismissal, service evaluation, or proposed service assignment.
2. The member understands that, as a participant of the program, he/she may file a grievance in accordancewith the Program s grievance procedure.

**IX. Program has written policies that address:**

1. Grievance Procedures
2. Drug-Free Workplace
3. Nondiscrimination
4. Reasonable accommodation for members with disabilities

**X. AMENDMENTS TO THIS AGREEMENT**

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

**XI. AUTHORIZATION**

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

AmeriCorps Member: AmeriCorps Program Director:

|  |  |
| --- | --- |
| ***Signature***    ***Name***    ***Parent/Legal Guardian (if member is under 18)***    ***Date*** | ***Signature***    ***Name***  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***Title***    ***Date*** |

*Attachments:*

* *Member Position Description*
* *Living Allowance Pay Schedule*
* *Grievance Procedures*
* *Drug-Free Workplace*
* *Nondiscrimination*
* *Reasonable Accommodation Form & Policy (for members with disabilities)*

**AmeriCorps Member Position Description**

**[*Program must include the member position description(s) as part of the Member Service Agreement.*]**

**AmeriCorps Living Allowance Pay Schedule**

**[*Program must include the member living allowance pay schedule that was submitted to OneStar and approved as part of the grant application and start-up process.*]**

**AmeriCorps Program Grievance Procedures**

In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the AmeriCorps program to deal with grievances from participants, labor organizations, and other interested individuals.

Step 1 of the grievance process should be the filing of a written grievance by the affected party seeking personal relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues, such as assignments, evaluations, suspension, or release of cause. Should the affected party decide to file a grievance, the following options are available for settling a grievance:

* Option 1: Resolution though Immediate Supervisor. Prior to initiating the formal written grievance procedure, the aggrieved member should refer the complaint to his/her immediate supervisor who will attempt to resolve the complaint by mediation.
* Option 2: Optional Alternative Dispute Resolution (ADR). As a first option, a member may choose to have the operating site designate a neutral party to resolve the complaint. Please read the ADR section regarding specific guidance and time limits for ADR process.
* Option 3: Grievance Hearing. A member may choose a grievance hearing to resolve the complaint. A written request for such a hearing must be made in writing to the Program Director. Please read the Grievance Hearing section regarding specific guidance and time limits for the grievance hearing and the grievance hearing decision.
* Option 4: Binding Arbitration. Bind Arbitration is available to the affected party only if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the initial grievance. Please read the Binding Arbitration section regarding specific guidance and time limits for arbitration proceedings.

**Optional Alternative Dispute Resolution (ADR):** ADR must be selected within 45 days of the underlying dispute. If a member chooses ADR as a first option, a neutral party designated by       (operating site) will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, nonbinding, and informal. Rules of evidence will not apply. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

If ADR is chosen by the member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

**Grievance Hearing:** A member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the program director,      . Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member information that it relied upon in its disciplinary decision.

The executive director/CEO of       (operating site) will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. No proceeding communication from ADR may be referred to or used as evidence in hearing. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

**Binding Arbitration:** An aggrieved party may request binding arbitration, if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be qualified, independent and selected by agreement of both parties. If the parties cannot agree on an arbitrator, the Corporation for National and Community Service’s Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators within 15 business days after receiving a request from either party.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration or no later than 30 calendar days after the appointment of an arbitrator by the executive director/CEO of       (operating site). An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the Program will pay the total cost of the proceeding as well as the prevailing party s attorneys’ fees.

If the grievance alleges fraud or criminal activity then it must be brought to the attention of OneStar and CNCS.

**Drug-Free Workplace**

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*]**

**Non-Discrimination**

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion.  It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination.  In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service.  If you believe that you or others have been discriminated against, or if you want more information, contact:

*OneStar Foundation OR Office of Civil Rights and Inclusiveness*

*Attn: AmeriCorps CNCS*

*9011 Mountain Ridge Dr. 1201 New York Avenue, NW*

*Suite 100 Washington, DC 20525*

*Austin, TX 78759 (202) 606-7503 (p)*

*(512) 287-2000 (voice) (202) 565-2799 (TTY)*

*(512) 287-2039 (fax) (202) 565-3465 (fax)*

[*americorps@onestarfoundation.org*](mailto:americorps@onestarfoundation.org)[*eo@cns.gov*](mailto:eo@cns.gov)

**Reasonable Accommodation for Members with Disabilities**

AmeriCorps encourages individuals with disabilities to participate as national service providers through the AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, **[*the* program]** complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the 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.

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

Members may request reasonable accommodations by completing the **[*Reasonable Accommodation Request form*]**and submitting it to the program director.

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

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

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

I have read and understand the Disability Policy:

*Signature of Member* *Date*

**[*Program must develop a Reasonable Accommodation Request Form and process for submitting a request for accommodation.]***