KVC has provided the following template to use for member service agreement. Your program may customize for your use by adding dates, service and position requirements and discipline codes. However, no content should be deleted.

The notes highlighted in yellow highlight should be deleted prior to use with members.

**Note:** If a member has a legal guardianship and/or representative programs must receive copies of guardianship documents and maintain in member records.
AMERICORPS KANSAS MEMBER SERVICE AGREEMENT
Program Year 2020-2021

I. PURPOSE

This contract delineates the terms, conditions and rules of membership regarding the participation of ___________________________________________ (referred to as “the member”) in the ___________________________________________________ AmeriCorps Program (referred to as “the program”).

II. MINIMUM QUALIFICATIONS

the member or legal guardian and/or representative certifies that under penalty of law the following:

A. American Citizenship
   ☐ United States Citizen
   ☐ United States National
   ☐ Lawful Permanent Resident Alien

Verified by:

☐ A birth certificate showing that the individual was born in one of the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, or the Northern Mariana Islands;

Alternative (skip if birth certificate checked above):

☐ An unexpired U.S. passport issued to an individual as a U.S. citizen;
☐ Report of Birth Abroad of a Citizen of the United States (U.S. Dept. of State Form FS-240)
☐ Certificate of birth—Foreign Service (U.S. Dept. of State Form FS-545);
☐ Certification of Report of Birth (U.S. Dept. of State Form DS-1350);
☐ INS certificate of naturalization (INS form N-550 or N-570); or
☐ INS certificate of citizenship (INS form N-560 or N-561).

If lawful permanent resident alien of the U.S. (skip if citizen/national) check the form used for certifying status as a lawful permanent resident alien of the United States:

☐ Permanent Resident Card or Alien Registration Receipt Card (INS Form I-551)
☐ An unexpired passport indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence
☐ A departure record (INS Form I-94) indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence.
B. Education Obtainment:

☒ High School Diploma
☒ High School Equivalency Certificate /GED
☐ Is enrolled in an institution of higher education on an ability to benefit basis
☐ No High School Diploma or Equivalency but agrees to complete High School Diploma or equivalency before using the Education Award
☐ Program has waived this requirement due to the results of the member’s education assessment.

C. Age

☐ 18 or above
☐ 17 with signed agreement from parent/legal guardian/representative
☐ 16 years of age and is an out-of-school youth and/or a participant of a corps defined under the National and Community Service Act of 1990 with signed agreement from by parent/legal guardian
☐ 14 years with signed agreement from parent/legal guardian/representative (AmeriCorps Affiliate Only)

D. AmeriCorps Membership

AmeriCorps State members may only serve a maximum of four terms and only up to the equivalency of two full time Education Awards. The member certifies that they:

☐ Have never been a member of any AmeriCorps Program previous to this date
☐ Have previously served

Please provide details designating stream of service, name and location of program, address and type of terms: *List all information as applies

Stream of service: ____________________________________________________________

Name of program: ____________________________________________________________

Location of Program: _________________________________________________________

Date of term: ________________________________________________________________
E. National Service Criminal History Check

It is understood by the member that a minimum of two background checks must be run on all applicants for AmeriCorps membership, and three if said membership would give the member recurring access to a vulnerable population.

1. **The National Sex Offender Public Website (NSOPW)** - This website must be checked and results returned before a potential member may be enrolled. This is applicable to all members.

2. **Corporation for National and Community Service (CNCS) approved State Criminal History Registry** - This check must be initiated for all members before a member is enrolled. If results are not back by the time of service the member must be physically accompanied by a cleared Program representative if they have access to a vulnerable population.

3. **National FBI Fingerprint Background Check** - This must be initiated for all members who will have recurring access to a vulnerable population before a member may be enrolled. If results are not back by the time of service the member must be physically accompanied by a cleared Program representative whenever the member has access to a vulnerable population.

Please see 45 CFR §2540.200 – 45 CFR § 2540.207 for further instruction and clarification. The member must give prior written permission for the State Criminal History Registry Check and the National FBI Fingerprint Background Check to be run.

**Understanding of Enrollment Contingency – Pending Background Checks Results**

By signing this contract, the member acknowledges that enrollment, or continued enrollment, will be contingent upon the satisfactory results (as defined by CNCS and the Program) of the 2 or 3 required background checks, and that they will be allowed to review (and contest) their results. In addition, if the member has recurring access to vulnerable populations they agree to only have contact with said population when accompanied and supervised by a cleared representative of the Program.

**Definitions**

**Recurring Access:**
Recurring access is the ability on more than one occasion to approach, observe, or communicate with, an individual, through physical proximity or other means, including but not limited to, electronic or telephonic communication.

**Vulnerable Population:**
Vulnerable population is defined as individuals who are the age 60 or over; individuals who are disabled and/or those individuals who are 17 years of age or younger.

Member Signature of Understand__________________________________________

Parent/Legal Guardian/ Representative________________________________________
F. INELIGIBILITY
The member acknowledges their understanding of the basis for being, or becoming, ineligible for national service as an AmeriCorps member, as follows:

In addition to eligibility criteria established by the Program, an individual shall be ineligible to serve in a covered position if the individual:
(a) Refuses to consent to a criminal registry check described in regulation § 2540.202 (State Criminal Background Check Registry; National FBI Fingerprint Check if applicable)
(b) Makes a false statement in connection with a grantee’s/subgrantee’s inquiry concerning the individual’s criminal history;
(c) Is registered, or required to be registered, on a state sex offender registry or the National Sex Offender Registry; and
(d) Has been convicted of murder, as defined in section 1111 of title 18, United States Code.

INSERT OTHER INELIGIBILITY CRITERIA AS RELEVANT.

III. TERMS OF SERVICE

A. Term
The member’s term of service begins on _____________________________ (month, date, year) and ends on _____________________________ (month, date, year). 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.

B. Hours
The member shall complete the minimum number of service hours as follows (please check one):

☐ Full-time, 1700 Hours
☐ Three Quarter-time, 1200 Hours
☐ Half-time, 900 Hours
☐ Reduced Half-time, 675 Hours
☐ Quarter-time, 450 Hours
☐ Minimum-time, 300 Hours
☐ AmeriCorps Affiliate, 100 Hours
There must be a minimum of 70% direct service hours; a maximum of 20% education/training hours; and a maximum of 10% for allowable fundraising activities.

C. Fundraising Restrictions
AmeriCorps members may raise resources directly in support of the AmeriCorps program's service activities. Examples of fundraising activities AmeriCorps members may perform include 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.

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.

D. Successful Completion
The member understands that to successfully complete the term of service (as defined by the Program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the Education Award, he/she must:

a. Complete at least the minimum number of hours as outlined above (III.B.)
b. Satisfactorily complete pre-service and other required training;
c. Complete the appropriate education/training that relates to the member’s ability to perform service; and
d. Complete all required service reports in a timely manner.

(Insert above: additional training requirements or other service requirements e.g., CPR, first aid, mediation, conflict resolutions skills, service learning activities)
D. Performance Reviews
The member understands that to be eligible to serve an additional term of service they must receive satisfactory performance reviews for any previous term of service. The member’s eligibility for an additional term of service with this Program will be based on mid-term and the end-of-term evaluation, for full, or just end of term for less than full-time members, of the member’s performance focusing on factors such as whether the member has:

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

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

IV. POSITION DESCRIPTION

Note: in this section, include the position description for the individual member to whom the contract applies. The position description should specify the types of duties, service activities, and assignments the member will be expected to complete. Make sure that absolutely no activity described involves a prohibited activity.

The name of the member’s direct supervisor is _______________________________. The site where the member will be serving ____________________.

V. Disaster Relief

All AmeriCorps Kansas members are eligible to be deployed in response to a local or state declared emergency. It is acceptable for members to receive hours towards their term of service for participating in local and state deployments and training opportunities. Disaster services that are not part of your program’s design will be coordinated through the KVC.

VI. BENEFITS

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

A. Stipend
The member will receive a disbursement rate of ________ for every ____________ (insert week, two weeks, month) 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. The stipend is taxable.
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.

Impacts SSDI, TANF; Does Not Impact SSI, Food Stamps
By signing this contract, 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.

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.

SNAP
Members may apply for SNAP Benefits through the local Department for Children and Families office. SNAP Benefits are not a guarantee, as each member’s financial situation is different. 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.

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.

Member Status and Unemployment
By signing this contract 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.

*Documentation of this federal policy is available from the KVC upon request.
B. 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):

☐ Full-time, 1700 Hours: $6,195.00
☐ Three Quarter-time, 1200 Hours: $4,336.50
☐ Half-time, 900 Hours: $3,097.50
☐ Reduced Half-time, 675 Hours: $2,360.00
☐ Quarter-time, 450 Hours: $1,638.89
☐ Minimum-time, 300 Hours: $1,311.11
☐ AC Affiliate 100 Hours: $348.64

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 their ineligible to receive the Education Award.

- Title IV Educational Agencies/Loans

By signing this contract, 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.

**C. Forbearance**

Upon enrollment and acceptance into the Program, the member is eligible for forbearance of any qualified student loans. The forbearance request form should be completed at the beginning of the term to maximize the benefit to the member. The member must continue to make payments on the loan until the forbearance request is processed and is liable for all interest that accrues until the loan is put into forbearance. The member understands it is their responsibility to apply for forbearance in My AmeriCorps Portal.

**D. 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.

**E. 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.

Healthcare insurance must be provided to full-time members serving a 1700-hour 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. The Corporation will not cover healthcare costs for dependent coverage.

The member understands that the minimum coverage includes the following:

a. Physician services for illness or injury
b. Hospital room and board
c. Emergency room
d. X-ray and laboratory
e. Prescription drugs
f. Limited mental/nervous disorders
g. Limited substance abuse coverage
h. An annual deductible of no more than $250 charges per member
i. No more than $1,000 total annual out-of-pocket per member
j. A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care
k. A maximum benefit of at least $50,000 per occurrence or cause

*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.

F. Child Care Benefits (Full-Time Members)

The 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.

In general, the Corporation 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.

The criteria for member eligibility are contained in 45 CFR Part 2522.250. Members are considered to be full-time participants for purposes of eligibility for childcare payments on the same basis as eligibility for healthcare coverage. The Corporation 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.

Notice to Childcare and Healthcare Providers.

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 contacted by the Program director.
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.

Members are responsible for applying for this benefit. The agency to contact is GAP Solutions, Inc. http://www.americorpschildcare.com/ toll free number: (855) 886-0687.

VII. RULES OF CONDUCT

A. Acceptable Conduct
The member is expected to, at all times while acting in an official capacity as an AmeriCorps member: NOTE: The following are given as examples only. The Program should customize this section to include all relevant requirements.
1. Demonstrate mutual respect towards others.
2. Follow directions.
3. Wear AmeriCorps service gear with the AmeriCorps logo at all times while claiming service hours.
4. Direct concerns, problems, and suggestions to [designate the appropriate Program official here].

B. Prohibited Activities
AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):
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—
   a. A business organized for profit;
   b. A labor union;
   c. A partisan political organization;
   d. 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

e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities; and

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

Other prohibited activities include:

1. Members raising funds for their living allowance
2. Raising funds for program operating expenses or endowment
3. Writing grant applications for CNCS grants, including AmeriCorps
4. Writing grant applications for funding provided by other federal agencies
5. Recruiting volunteers to perform prohibited activities or distributing materials related to prohibited activities (i.e. activities in support of the Prohibited Activities are not allowed. For example, it is not allowable for an AmeriCorps member to recruit community volunteers to perform a prohibited activity, such as voter registration drives, nor is it allowable for an AmeriCorps member to distribute materials related to a prohibited activity, such as registration information for religious instruction.)
6. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
7. Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities. 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 engaging in any of the above activities on their personal time. All locations where members serve should post a list of the prohibited activities, when possible.

B. Non-duplication
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 the paragraph covering nondisplacement 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.
C. Non-displacement
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—
   a. Will supplant the hiring of employed workers; or
   b. 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—
   a. Presently employed worker;
   b. Employee who recently resigned or was discharged;
   c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
   d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   e. Employee who is on strike or who is being locked out.

D. 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 five 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 act for violation of this. By signing this contract, the member indicates they have reviewed the requirements of the Drug-Free Workplace Act and agree to abide by them.

E. Unacceptable Conduct
The member understands that, in addition to the Prohibited activities listed in section A above, and the 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. Your 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. Your program should have very clearly spelled out disciplinary actions in regard to all prohibited activities and unacceptable conduct.
1. **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.**

2. **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.**

3. **Failing to notify the Program of any criminal arrest or conviction that occurs during the term of service.**

4. Having unauthorized tardiness.

5. Having unauthorized absences.

6. Repeated use of inappropriate language (i.e. profanity) at a service site.

7. Failing to wear appropriate clothing to service assignments.

8. Stealing or lying.

**NOTE:** **The Program may want to have these violations result in immediate termination or something more severe than having them remedied through the progressive discipline system described below. If so, you will need to move them out of this section and add them to the sub-section VII(C)(4) below.**

F. Consequences of Prohibited Activities or Unacceptable Conduct

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 member’s third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.

4. For the fourth offense, the Program may release the member for cause.

VIII. RELEASE FROM TERMS OF SERVICE

The member understands that they will be either suspended or released for cause in accordance with paragraphs (B), (C), and (D), 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.

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

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

B. The member understands that they may be released for the following two reasons:

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

C. The Program will release the member for cause for the following reasons:
   1. The member has dropped out of the Program without obtaining a release for compelling personal circumstances from the appropriate Program official;
   2. During the term of service, the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
   3. The member has committed a fourth offense in accordance with paragraph (E) of section VII of this agreement;
   4. The member has committed any of the offenses listed in this contract prohibited activities, unacceptable conduct, or proscribed activities under the Drug Free Workplace Act.
   5. Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the Program.

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

E. Compelling personal circumstances do not include leaving the Program:
   1. To enroll in school;
   2. To obtain employment, other than in moving from welfare to work; or
   3. Because of dissatisfaction with the Program.

F. The Program may suspend the member’s term of service for the following reasons:
   1. During the term the Member requests a suspension based on compelling personal circumstances, as described in paragraph (D) of this section. During the suspension from service, the member will not receive credit for service hours or benefits (as described in Section VIII). The member may resume his or her term of service once the circumstances supporting the suspension have been resolved. However, a suspension may last no more than two years from the date of suspension. If the member does not resume the term within the two-year period, the member may request that the Program exit the member and the member will be eligible for a partial Education Award based on the number of hours served in the term.
   2. During the term of service, the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is
dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)

3. During the term of service, the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates enrollment in an approved drug rehabilitation Program, the member may resume the term of service. The member will not receive back living allowances or credit for any service hours missed.)

G. The Program may suspend the member’s term of service for violating the rule of conduct provisions set forth in section VII of this agreement.

H. If the Program releases the member for cause or for compelling personal circumstance; the member will cease to receive the benefits described in section VI.

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

J. A term that ends early, either for cause, or for compelling personal circumstances, is still considered a term and will still count as one of the four possible terms in AmeriCorps State.

IX. GRIEVANCE PROCEDURES

A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member’s suspension, dismissal, service evaluation or proposed service assignment.

B. The member understands that, as a participant of the Program, they may file a grievance in accordance with the Program’s grievance procedure.

C. In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members, labor unions, and other interested individuals may seek resolution through the following grievance procedures. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of members, and displacement of employees, or duplication of activities by AmeriCorps.

1. OPTIONAL ALTERNATIVE DISPUTE RESOLUTION (ADR): NOTE: The Program may choose to include ADR in its grievance as a first option for an aggrieved party. ADR includes mediation or conciliation. This section assumes that the Program has chosen to make ADR available. ADR is available, but must be selected within 45 days of the underlying dispute. If an aggrieved party chooses ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, non-binding, and informal. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration
stages. The neutral party may not participate in subsequent proceedings. If ADR is chosen by the aggrieved party, the deadlines for convening a hearing and of a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

2. **GRIEVANCE HEARING:** An aggrieved party may request a grievance hearing without participating in ADR or, if ADR is selected, if it fails to result in a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to [the designated Program supervisor or director]. A request for a hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the Program should make available to the aggrieved party information that it relied upon in its disciplinary decision. The Program will arrange for one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing. They are intended to facilitate a mutually agreeable resolution of the matter to make a hearing unnecessary or to narrow the issues to be decided at the hearing. The format of the pre-hearing conference may be flexible, involving meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by [Program supervisor/director A]. The hearing will be conducted by [Program supervisor/director B]. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. (Note: To ensure impartiality in the hearing, Programs may choose to designate some-one other than the Program director to approve disciplinary actions regarding members, leaving the director available to conduct grievance hearings.) A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

3. **BINDING ARBITRATION:** An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Corporation’s Chief Executive Officer will appoint one within 15 calendar days after receiving a request from one of the parties. An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation’s CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding. The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the Program will pay the total cost of the proceeding as well as the prevailing party’s attorneys’ fees.

X. **NOTICE OF NONDISCRIMINATION / NOTICE OF CIVIL RIGHTS**

The member understands that the Program has a nondiscrimination policy and understands the procedure to follow if they believe their civil rights have been violated.
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:
Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TTY)
(202) 565-3465 (FAX); eo@cns.gov (e-mail)

XI. REASONABLE ACCOMMODATION POLICY

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 individual’s 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.

XII. INFORMED CONSENT

The member, by their signature, assigns all rights to ___________ (program), the KVC, and the Corporation for National and Community Service 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 the ________ unless specifically noted to the contrary. I understand that I will not receive any form of compensation for any of the above uses.

XIII. AMENDMENTS TO THIS AGREEMENT

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

XIV. AUTHORIZATION

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

The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. It is understood that said agreement includes the applicable provisions of the [Insert Handbook/Member Manual Title] 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.).

__________________________________________  _______________________________________
AmeriCorps Member (print name)              AmeriCorps Program Director (print name)

__________________________________________  _______________________________________
Signature                                      Signature

__________________________________________  _______________________________________
Date                                           Date
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 contract 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 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.

____________________________________________________
Parent/Legal Guardian (if applicable) Date