

# NCLR AMERICORPS MEMBER CONTRACT

## 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

- A. 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.
- B. The member will complete a minimum of \_\_\_\_\_ hours of service during this period.
- i. Full-Time Members – Must serve 1700 hours during a period of not less than nine months and not more than one year.
  - ii. Half Time Member – Must serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - iii. Reduced Half-Time Members – Must serve at least 675 hours over a time not to exceed one year.
  - iv. Quarter-Time Members – Must serve at least 450 hours over a time not to exceed one year.
  - v. Minimum Time Members – Must serve at least 300 hours over a time not to exceed one year.
- C. 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 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.
- D. The member understands that to be eligible to serve a second term of service the member must receive satisfactory performance reviews for any previous term of service. The member’s eligibility for a second 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

- E. The member understands, however, that the 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 \_\_\_\_\_.

**V. BENEFITS**

- A. The member will receive from the Program the following benefits:

Living Allowance Calculation (2003 Provisions 11.b). The living allowance is designed to help members 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 fluctuate based on the number of hours members serve in a given time period. Programs should pay the living allowance in increments, such as weekly or biweekly. Programs may use their organization's payroll system to process members' living allowances. However, if a payroll system cannot be altered and must show 40 hours in order to distribute a living allowance, then members' service hours should be documented separately to keep track of their progress toward the Program's total required AmeriCorps service hours.

1. A living allowance in the amount of: \_\_\_\_\_

- a. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
- b. The living allowance will be distributed [*weekly/biweekly*] by [*direct deposit*] [*check*] starting on \_\_\_\_\_ [date] \_\_\_\_\_. The biweekly amount will be \_\_\_\_\_.

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 National Association of Child Care Resources and Referral Agencies (NACCRRA) directly to the provider, if the member qualifies for the allowance. (NACCRRA will distribute this allowance evenly over the term of service biweekly).

- B. Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust. For successful completion of a full-time term, the member will receive an education award in the amount of \$4,725. For successful completion of a part-time term, the member will receive an education award of [*up to \$2362.50.*]

1. If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or the program 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 been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.

- C. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

## VI. RULES OF CONDUCT

### A. 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 that include:
  - Any activity involving attempting to influence legislation or an election or aid a partisan political organization
  - Helping or hindering union activity
  - 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
  - Engaging in any form of religious proselytization
  - Organizing or engaging in protests, petitions, boycotts, or strikes
  - Impairing existing contracts for services or collective bargaining agreements
  - Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials
  - Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a religious organization, or a nonprofit that engages in lobbying

### B. 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*]

### C. The member understands that the following acts also constitute a violation of the Program's rules of conduct:

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

### D. 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.

- E. 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.
  3. For the fourth offense, the Program may release the member for cause.
- F. 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**

- A. 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
- F. 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.
- C. 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.
  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 nonrenewal or premature closing of a project or the Program.

- D. 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
- E. 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.)
- F. 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.
- G. 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.
- H. 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.
- I. Program director must submit written notification to NCLR and health care providers and cancel health insurance within one week of the member's exit date and submit written notification to NCLR and NACCRRRA (child care) providers and cancel child care.

**VIII. GRIEVANCE PROCEDURES (See attached Grievance Procedure and AmeriCorps Provisions, Sec. 34)**

- 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.
- G. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure.

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

- a) Grievance Procedures
- b) Drug-Free Workplace
- c) Nondiscrimination
- d) 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*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Parent/Legal Guardian*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

*Attachments:*

- ◆ *Member Position Description (Provided by Operating Site)*
- ◆ *Grievance Procedures (Attached)*

## 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 through 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.** Binding 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. 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. 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 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.

## AMERICORPS MEMBER JOB ANNOUNCEMENT (SAMPLE)

**Program:** National Council of La Raza  
1111 19<sup>th</sup> Street, NW, Suite 1000  
Washington, DC 20036  
www.nclr.org

### Program Details:

**Program:** AmeriCorps “Latino Empowerment Through National Service”  
**Program Type:** AmeriCorps\*National Direct  
**Program Period:** September 1, 2005-06

### Position Description (Duties, Requirements, and Benefits)

**Job Title:** AmeriCorps Technology Tutor

**Member Duties:** AmeriCorps members will teach computer skills to youth and adults through classroom training; manage computer lab and coordinate basic computer trainings; develop a mentoring program; conduct community outreach by attending networking meetings where relationships can be established; develop public outreach strategies and create opportunities for community collaborations like libraries, schools, and job training centers; assess technology opportunities; train volunteers to teach others in basic computer and Internet skills; and organize related projects.

### **Terms:**

**Work Schedule:** Full-time (1,700 hours of service)  
**Service Area:** Education and Technology  
**Length of Tour:** 12 months  
**Age Minimum:** 18 years  
**Age Maximum:** None

### **Requirements:**

**Skills Requirement:** General Skills, Communications, Computers, Public Speaking, Teaching/Tutoring, Writing/Editing

**Education Requirement:** High School Graduate/GED

**Program**

**Benefits:** Stipend, education award (upon successful completion of service), training, health Insurance, child care

**Application Information:**

Accepting Applications: 09/01/05 to 12/31/05  
Additional Requirements: Cover letter and current resume

Contact Information: Andre Reyes, Site Supervisor  
(202) 776-0009

How to Apply:  
Email: [areyes@nclr.org](mailto:areyes@nclr.org)