



# Member Service Contract 08-09

## 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 **CNVS AmeriCorps Education Awards Program** (hereinafter referred to as "CNVS AEAP") *through* the \_\_\_\_\_ Volunteer 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. By signing this contract the Member will also certify, under penalty of law that he/she has a high school diploma or equivalency certificate, or agrees to obtain one before using the education award. Please complete the information below. This information is **required**.

Degree Held	Mark Appropriate Certification	Institution and Location Where Degree Completed	Date of Completion
High school diploma			
High school equivalency certificate			
Expect to complete high school diploma or equivalency before using the education award.			

## III. TERMS OF SERVICE

A. The Member's term of service begins on \_\_\_\_\_ and  
*Enrollment date in AmeriCorps*

ends on \_\_\_\_\_.  
*Expected exit date in AmeriCorps.*

The Program, CNVS AEAP, 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 \_\_\_\_\_ **(Insert hours here)** (1700\* hours for full-time, 900 hours for half-time, and 300 hours for minimum-time) of service during this period. [\*Or the exact number of hours your Program requires — must be at least 1700 for full-time.] Of these hours, a maximum of 20% of your total hours may be credited to training, education, and other similar approved activities. No more than 10% of your required minimum hours can be accredited to allowable fundraising activities.

**C.** The Member understands that there is a 90-day period from date of enrollment in AmeriCorps when the Member may request a change in term of service. The Member must use the **Member Change of Service Term Form** provided by your Program Director. Requests will not be automatically granted and will depend on slot availability. After the 90-day period, the Member cannot change the term of service and will not receive a partial award if he/she is unable to meet the minimum required hours for that term of service.

**D.** 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 complete the required minimum hours for the term of service, satisfactorily complete pre-service training (including AmeriCorps orientation and the appropriate education/training that relates to the Member's ability to perform service), and complete all CNVS AEAP paperwork by the established deadlines. **Failure to complete paperwork on time may result in suspension from CNVS AEAP and could lead to loss of the education award.**

**E.** 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 the Program will be based on at least the 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; and
3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

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

#### **IV. SERVICE DESCRIPTION AND SERVICE SITE INFORMATION**

**A.** Service Description Form(s): All applicable forms, including position descriptions provided by the Service Site, are part of the Member service contract.

#### **V. BENEFITS**

**A.** Upon successful completion of the Member's term of service, the Member will receive an education award from the National Service Trust as follows:

<b>Position</b>	<b>No. of Minimum Hours</b>	<b>Award</b>	<b>Time Required for Completion</b>
Full-Time	1700 Hours	\$4,725.00	Up to 12 months
Half-Time	900 Hours	\$2,362.50	Up to 12 months
Minimum-Time	300 Hours	\$1,000.00	Up to 12 months

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 CNVS AEAP 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 and CNVS AEAP any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.

**B.** Upon enrollment and acceptance into CNVS AEAP, the Member is eligible for forbearance of any qualified student loans.

**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. Payment amounts depend on the term of service.

## **VI. RULES OF CONDUCT**

**A.** While charging time to CNVS AEAP, accumulating service or training hours, or otherwise performing activities supporting the AmeriCorps program or the Corporation for National and Community Service, Members may not engage in the following activities:

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:
  - a. any activity involving attempting to influence legislation or an election or aid a partisan political organization;
  - b. helping or hindering union activity;
  - c. engaging in religious instruction;
  - d. conducting worship services;
  - e. engaging in any form of religious proselytization;
  - f. organizing or engaging in protests, petitions, boycotts, or strikes;
  - g. impairing existing contracts for services or collective bargaining agreements;
  - h. participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, pro-proposed legislation, or elected officials;
  - i. providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a religious organization, or a non-profit that engages in lobbying.
  - j. voter registration drives held by AmeriCorps Members are unacceptable service activities. In addition, Corporation funds may not be used to conduct a voter registration drive.
4. Dedicate more than 10% of their minimum required hours to fundraising efforts.
5. Dedicate more than 20% of total hours to training and enrichment activities.

**B.** The Member is expected to, at all times while acting in an official capacity as an AmeriCorps Member:

1. Demonstrate mutual respect towards others.
2. Follow directions.
3. Direct concerns, problems, and suggestions to your site supervisor, Program Director or CNVS AEAP.

**C.** The Member understands that the following acts also constitute a violation of the CNVS AEAP 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. \*\*Failing to notify the Program and CNVS AEAP of any criminal arrest or conviction that occurs during the term of service.

\*\* May result in immediate dismissal.

**D.** Under the **Drug-Free Workplace Act**, you must notify the Program Director within 5 days, if you are convicted under any criminal drug statute. Your participation in CNVS AEAP 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 and/or CNVS AEAP 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 official will issue a verbal warning to the Member.
2. For the Member's second offense, an appropriate 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 Member may be released for cause.

**F.** The Member understands that he/she will be either suspended or released for cause in accordance with paragraphs (B), (C), and (F) 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 may be released by CNVS AEAP from the term of service in the following two ways:

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

**B.** The Member understands that he/she 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 (F) of this section.

**C.** CNVS AEAP 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 in VI(C) or
5. Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the program.

**D. CNVS AEAP 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 CNVS AEAP:**

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. CNVS AEAP 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 V). 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 credit for any service hours missed as a result of the suspension.)
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 credit for any service hours missed as a result of the suspension.)
4. During the term of service the Member consistently misses paperwork deadlines and has been warned by CNVS AEAP in writing at least three (3) times. (If, however, the Member makes up for missed paperwork, the Member may resume the term of service. The Member will not receive credit for any service hours missed as a result of the suspension.)

**G.** CNVS AEAP may suspend the Member's term of service for violating the rule of conduct provisions set forth in paragraph (C) of section VI of this agreement.

**H.** If CNVS AEAP releases the Member for cause or for compelling personal circumstance, the Member will cease to receive the benefits described in paragraph (C) of section V.

**I.** If CNVS AEAP releases the Member for cause the Member will receive no portion of the education award. If, however, CNVS AEAP 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 the education award that the Member receives, or would have been eligible to receive, will count towards the total of two education awards an individual may receive through service with AmeriCorps.

## **VIII. GRIEVANCE PROCEDURES**

**A.** The Member understands that the Program may have a grievance procedure to resolve disputes. The Member also understands that CNVS AEAP has a grievance procedure to resolve disputes concerning the Member's suspension, dismissal, service evaluation or proposed service assignment. The Member understands that, as a participant of CNVS AEAP, he/she may file a grievance in accordance with the AmeriCorps grievance procedure at any time.

**B.** 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. **INFORMAL RESOLUTION:** The Member and Program will resolve the matter informally whenever possible. If this cannot occur, the complainant may seek resolution through alternative means of informal Alternative Dispute Resolution (ADR), such as mediation or facilitation.
  - a. The opportunity for ADR must be provided within 45 days of the alleged occurrence.
  - b. At the initial session, the aggrieved must be informed in writing of their right to file a grievance, and of their right to arbitration.
  - c. A neutral, third party must facilitate the proceedings, and function specifically to aid the parties in resolving the matter through mutually achieved and acceptable written agreement. The neutral third party must not have participated in any previous decisions concerning the issue in dispute and may not compel a resolution. The neutral party may not participate in subsequent proceedings.
  - d. The proceedings must be informal, confidential, not binding (unless both parties agree), and no communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
  - e. If the matter is not resolved within 30 days of initiation, the aggrieved must again be informed in writing of their right to file a formal grievance.
  - f. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

2. **FILING A FORMAL GRIEVANCE:** The aggrieved party should make a written request for a hearing to CNVS AEAP. 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.
  - a. Grievances must be filed with CNVS AEAP within one year of the date of the alleged occurrence.
  - b. CNVS will conduct a hearing no later than 30 days after the filing of a formal grievance.
  - c. The Member can submit a written request that includes, to the best extent possible, the following information:
    - The full name, telephone number, email, and address of the person making the complaint;
    - The full name and address of the party against whom the complaint is made, or other information sufficient to identify the party against whom the complaint is made;
    - A clear and concise statement of the facts, as alleged, including pertinent dates, constituting the alleged violations;
    - The provision of the act, regulations, grant, contract or other agreements under the act believed to have been violated; and
    - The relief requested.
  - d. If the grievance pertains to a disciplinary decision, the Program should make available to the aggrieved party information that it relied upon in its disciplinary decision.
  - e. The Program Director may conduct a pre-hearing conference with the aggrieved party or 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.
  - f. A CNVS designee will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. The hearing must within 45 days after the request for arbitration.
  - g. A written decision will be made no later than 60 days after the filing.
  
3. **FILING AN APPEAL:** 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.
  - a. A written request for binding arbitration must be received by CNVS AEAP.
  - b. 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.
  - c. An arbitration proceeding will be held no later than 45 days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation's CEO.
  - d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
  - e. 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.

## **IX. Notice of Nondiscrimination, Reasonable Accommodation, and Harassment**

Programs participating in the Catholic Network of Volunteer Service AmeriCorps Education Awards Program (CNVS AEAP) will not discriminate in the selection and participation of AmeriCorps Members based on race, color, religion, sexual orientation, military discharge, sex, national origin, age, disability, or any other characteristic unrelated to the ability to perform the essential functions or basic tenets of programs participating in CNVS AEAP, or any bona fide occupational qualifications.

The majority of Programs in CNVS have a distinct faith-based heritage, which all applicants will understand represents the spiritual foundation of these programs. If an individual chooses to participate in religious activities separately from the AmeriCorps Education Awards Program (AEAP), any such participation is voluntary and may not be counted towards completing the AmeriCorps term of service, (see AmeriCorps Prohibited Activities).

Programs participating in CNVS AEAP will make reasonable accommodations for qualified individuals with known disabilities, as long as the accommodation does not impose an undue hardship on the program. This policy governs all aspects of the program, including selection, placement assignment, compensation, and access to benefits and training.

Programs participating in AEAP will make every effort to ensure that service sites have similar non-discrimination policies. Any Member with questions or concerns about any type of discrimination in their service site are encouraged to bring these issues to the attention of their immediate supervisor, superior, Program Director, and/or CNVS AEAP Staff. If the service site is found to be engaging in such activities, removal of current Member(s) (and denial of future Members at that service site) can result.

Discrimination on the part of fellow Members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program.

Programs participating in AEAP will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures. Any Member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, Program Director, and/or CNVS AEAP Staff. Any Member who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from CNVS AEAP.

It is also unlawful to retaliate against any person who, or organization that, files a complaint about discrimination. In addition to filing a complaint with the Program and/or CNVS AEAP, 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 Right and Inclusiveness**  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
(202) 606-7503 (voice); (202) 606-2799 (TTY)  
(202) 606-3465 (FAX); eo@cns.gov (e-mail)

## X. WAIVER OF RESPONSIBILITY

The Member and the Program acknowledge by their signature in this contract that CNVS AEAP is not responsible for funding or replacing the education award or other benefits provided by AmeriCorps in the event that payment should be revoked or withheld for any reason including, but not limited to: lack of appropriate documentation, misunderstanding of AmeriCorps and its benefits, miscommunication of the rules between the Program and the Member, failure to successfully complete hours, completion, and the attempt to count as AmeriCorps hours prohibited activities, or any other circumstance considered worthy by the federal government for withholding or revoking these funds.

## XI. PUBLICITY RELEASE AUTHORIZATION

I, \_\_\_\_\_ (Member name), give **Catholic Network of Volunteer Service AmeriCorps Education Awards Program (CNVS AEAP)** permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of AmeriCorps program activities.

I agree that **CNVS AEAP** has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the mission of **CNVS AEAP**. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc., and hereby release the *Catholic Network of Volunteer* and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

I have read and understood this consent and release.

***I give my consent*** to CNVS AEAP to use my name and likeness to promote the **CNVS AmeriCorps Education Awards Program**, its fiscal agent, and/or their activities.

***I do not give my consent*** to CNVS AEAP to use my name and likeness to promote the **CNVS AmeriCorps Education Awards Program**, its fiscal agent, and/or their activities.

## XII. ACKNOWLEDGEMENT OF ENROLLMENT/EXIT DEADLINE

The Member and Program acknowledge by their signature in this contract that CNVS AEAP has a 15-day deadline from the first day of service as stated in this Contract to enroll Members in the CNVS AmeriCorps Program. Enrollment paperwork that is received by CNVS AEAP after the 15-day deadline may require changes in the original enrollment date. If the paperwork received is incomplete or missing signatures or other important information, it may also affect the enrollment date.

In such cases, CNVS AEAP will communicate the need to change the enrollment date to the Program Director in writing. It is the Program's responsibility to consult with the Member and arrange for a new start date to be communicated to CNVS AEAP in writing. It is also the Program's responsibility to inform the service sites, site supervisors, and other relevant parties that might be affected by this change. CNVS AEAP will confirm the new date with the Member in writing. These communications will be included in the CNVS AEAP Member File and will be considered amendments to this Contract.

CNVS AEAP has a similar 15-day deadline for processing exit paperwork. Exit paperwork should be received by CNVS no more than 15 days after the last day of service. The Member and/or Program will be notified if paperwork is not received by the due date or if paperwork is incomplete. Members will be notified in writing at least once before being exited without the education award.

**XII. AMENDMENTS TO THIS AGREEMENT**

This Contract may be changed or revised only by written consent by all parties.

**XIII. AUTHORIZATION**

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

\_\_\_\_\_  
**\*AmeriCorps Member**

\_\_\_\_\_  
**\*Program Director**

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

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

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

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

\_\_\_\_\_  
**\*Parent/Legal Guardian (if Member is under 18 years of age)**

**\*\*\*INCOMPLETE FORMS WILL NOT BE PROCESSED AND WILL DELAY YOUR ENROLLMENT\*\*\***

<b>CNVS AEAP ONLY</b>	
_____ CNVS AEAP STAFF	_____ Signature
_____ Date	