


**Member Service 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 CNVS AmeriCorps Education Awards Program (hereinafter referred to as "CNVS AEAP") *through* \_\_\_\_\_ Volunteer Program (hereinafter referred to as the "Program") for the Program Year: \_\_\_\_\_.

**II. MINIMUM QUALIFICATIONS AND HIGH SCHOOL CERTIFICATION**

**A.** 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. Members must certify under penalty of law that he/she has a high school diploma or equivalency certificate, or agrees to obtain one before using the Segal AmeriCorps Education Award (hereinafter referred to as the "education award").

**B.** Please complete one of the certifications below. This information is required.

I certify under penalty of law that I have a high school diploma or high school equivalency certificate.

Name of school/institution: \_\_\_\_\_

Location of school/institution: \_\_\_\_\_ (city and state)

Date diploma/certificate rec'd: \_\_\_\_\_ (month and year)

**OR**

I certify under penalty of law that I expect to complete a high school diploma or equivalency before using the AmeriCorps education award.

Name of school/institution: \_\_\_\_\_

Location of school/institution: \_\_\_\_\_ (city and state)

Expected date diploma/certificate will be completed: \_\_\_\_\_ (month and year)

\* High school equivalency certificate. A formal document certifying that an individual has met the state requirements for high school graduation equivalency by obtaining satisfactory scores on an approved examination and meeting other performance requirements (if any) set by a state education agency or other appropriate body. (Includes home schooling and GED, contact your state department of education for more information).

**III. TERMS OF SERVICE**

**A.** The Member's AmeriCorps term of service begins on: \_\_\_\_\_ and the term is expected to end on: \_\_\_\_\_.

MM/DD/YY  
Enrollment date

MM/DD/YY  
Expected Exit date

**B.** 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.

C. The Member will complete a minimum of: *(Please check one)*

1700 hrs (full-time)    900 hrs (half-time)    300 hrs (minimum time)   in up to 12 months.

Of these hours, a maximum of 20% of the total hours may be credited to training, education, and other similar approved activities. For all terms of service, the required minimum hours must be completed within one year of the enrollment date.

C. 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.**

D. The Member understands that if he/she fails to complete the minimum required hours for the term of service in which he/she is enrolled, the Member will not receive any portion 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: completed the required number of hours; satisfactorily completed assignments, tasks, or projects; and 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 that the mere eligibility for an additional term of service does not guarantee selection or placement.

G. A Member's 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. Being released for cause, however, does not necessarily affect eligibility to serve for an additional term of service.

#### IV. SERVICE SITE DESCRIPTION FORM AND POSITION DESCRIPTION

A. Service Description Form(s): The Service Site Description Form and position description(s) are part of the Member service contract. The position description should specify the types of AMERICORPS duties, service activities, and assignments the member will be expected to complete. Only activities that can and will be credited to AmeriCorps time should be presented.

#### 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:

Position	No. of Minimum Hours	Award
Full-Time	1700 Hours	\$4,725.00
Half-Time	900 Hours	\$2,362.50
Minimum-Time	300 Hours	\$1,000.00

B. Upon acceptance and enrollment into CNVS AEAP, the Member is eligible for forbearance of any qualified student loans. Refer to Member Handbook for more information on 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. AMERICORPS PROHIBITED ACTIVITIES AND RULES OF CONDUCT

A. Members may not engage in the following activities while logging AmeriCorps hours, or otherwise performing activities supporting the AmeriCorps program or the Corporation for National and Community Service:

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, 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. conducting or participating in voter registration drives.

**B.** Individuals may exercise their rights as private citizens and may participate in the activities listed in Section A above as long as the member performs the activity on his or her own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn and Members cannot represent themselves as AmeriCorps members during the activity.

**C.** 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 to CNVS AEAP.

**D.** The Member understands that the following acts also constitute a violation of the AmeriCorps rules of conduct:

1. Unauthorized tardiness.
2. Unauthorized absences.
3. Repeated or gross violation of professional norms and standards of conduct.
4. Repeated use of inappropriate language (i.e. profanity) at a service site.
5. Failure to wear appropriate clothing to service assignments.
6. Stealing or lying.
7. \*\*Engaging in any activity that may physically or emotionally damage other Members of the program or people in the community.
8. \*\*Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
9. \*\*Consuming alcoholic beverages during the performance of service activities.
10. \*\*Being under the influence of alcohol or any illegal drugs during the performance of service activities.
11. \*\*Failing to notify the Program/CNVS AEAP of any criminal arrest or conviction that occurs during the term of service.

**\*\* May result in immediate dismissal.**

**E.** 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.

**F.** In general, for violating the above stated rules in section VI(D) #1-6, the Program and/or CNVS AEAP may 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. The Member may be issued a verbal and then written warning or reprimand by an appropriate official.
2. After a third offense, a Member may be released for cause.

**G.** 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 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 for reasons other than compelling personal circumstances;
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 third offense in accordance with paragraph (F) of section VI of this agreement;
4. The Member has committed any of the offenses listed in VI (D) #7-11 or
5. Any other serious breach that in the judgment of the director of the Program and/or CNVS AEAP 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 has been warned by CNVS AEAP in writing for missing paperwork. (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 (D) #1-6 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 paragraphs (B) and (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 is eligible to receive a prorated education award, provided the Member has completed at least 15 percent of the minimum required hours for his/her 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 an AmeriCorps grievance procedure to resolve disputes concerning the Member's suspension, dismissal, service evaluation or proposed service assignment, as well as issues related to non-selection of Members, and displacement of employees, or duplication of activities by AmeriCorps. The CNVS AmeriCorps Grievance Procedures are enclosed in the Member Handbook.

**B.** 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 within the established deadlines.

### **X. PUBLICITY RELEASE AUTHORIZATION**

This release gives CNVS AEAP and the Program permission to use the Member's 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. The Member agrees that CNVS AEAP and the Program have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the mission of CNVS AEAP and the Program. The Member acknowledges that he/she will not receive any compensation, etc. for the use of such pictures, etc., and hereby releases the Catholic Network of Volunteer and the Program and their agents and assigns from any and all claims which arise out of or are in any way connected with such use. The Member has read and understood this consent and release.

