

AmeriCorps Community Fellows 2011-2012
Member Contract

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (NAME OF MEMBER) (hereinafter referred to as the "member") in the *AmeriCorps Community Fellows Program* (hereinafter referred to as the "Program"). The name of the member's campus administrator is _____ (NAME OF CAMUS ADMINISTRATOR).

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 **8/20/2011** and ends on **8/19/2012**. 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 300 hours of service during this period for a Minimum-Time AmeriCorps Education Award, of up to \$1,208, pending final federal budget appropriations.

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 Service) and to be eligible for the education award, he/ she must complete the required number of hours of service and satisfactorily complete pre-service training and the appropriate education/ training that relates to the member's ability to perform service (e.g., CPR, first aid, mediation and conflict resolution skills and service-learning activities).

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; and
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

A. The member will perform a variety of service-related duties at one or more non-profit organizations and/or schools. The duties are to be developed jointly by the campus administrator and the community partner. A full job description (Service Plan) is listed on the MyServiceLog online system.

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. For successful completion of a term, the member will receive an education award, the amount of which is based on the type of term selected.

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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 non-profit that engages in lobbying.
 - ° conducting voter registration;
 - ° providing service outside the United States or to a group/project whose primary beneficiaries are outside the United States.

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 the appropriate program administrator.

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.

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7. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drug 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 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:

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.

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 Program may release the member from his/her 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. 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; or
4. Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the program, **including failure to regularly log and submit hours as instructed by the Program Director. Any Community Fellow that fails to log hours for three consecutive months without prior approval will be subject to termination from 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;

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2. There is a serious injury, illness, or death of a family member, which makes completing the term reasonably 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 that makes it impossible or reasonably 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.

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 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.)
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 paragraph (C) of section VI 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 paragraphs (A) and (C) of section V.

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 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. These procedures are required by The National Service Corporation's ("the Corporation") authorization statute (42 U.S.C. Section 12636) and regulations (45 C.F.R. Section 2540.230) to govern disputes between AmeriCorps Members and Pennsylvania Campus Compact in the event that informal efforts to resolve the disputes are unsuccessful. However, these grievance procedures apply only to service-related issues, such as assignments, evaluations, suspensions, or release for cause, and issues related to non-selection of members or duplication of activities by AmeriCorps. Specifically, these grievance procedures do not apply to allegations of fraud and

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criminal activity or to allegations of discrimination. (Allegations of fraud and criminal activity must be reported immediately to the Corporation's Inspector General; allegations of discrimination should be directed in writing to the Corporation's Office of Equal Opportunity.)

B. Grievance Hearing: If a dispute arises between a Member and Pennsylvania Campus Compact that cannot be resolved informally, an aggrieved Member may request a grievance hearing. The aggrieved Member must make a written request for a hearing to Pennsylvania Campus Compact's Executive Director within one year after the date of the alleged occurrence, which gave rise to the problem. At the time a request for a hearing is made, any information that was relied upon in the process of disciplining the aggrieved Member will be made available to the aggrieved Member.

The Executive Director will arrange for one or more pre-hearing conferences at a time that is mutually convenient to the parties. Pre-hearing conferences, however, are not substitutes for a grievance hearing; they are intended to facilitate a mutually agreeable resolution of the dispute and either to make a hearing unnecessary or to narrow the issues to be decided at the hearing. The format of the pre-hearing conference is flexible, involving meetings with one part at a time with both parties together. Pre-hearing conferences are conducted by the Executive Director.

The hearing will be conducted by a member of the Strategic Advisory Board who has not participated in any previous discussion of the matter in dispute. The hearing must be held no later than 30 calendar days after the request for the hearing. A written decision in the matter must be made no later than 60 calendar days after the request for the hearing.

C. Binding Arbitration: An aggrieved Member may request binding arbitration (1) if the Member is dissatisfied with a grievance-hearing decision, or (2) if no decision is made within 60 calendar days of the request for the hearing. The arbitrator must be independent and selected by agreement of Pennsylvania Campus Compact and the aggrieved Member. If the parties cannot agree on an arbitrator, the Corporation's Chief Executive Officer (CEO) 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 proceedings.

The cost of the arbitration will be divided evenly between the parties, unless the aggrieved Member prevails. In that case, Pennsylvania Campus Compact will pay the total cost of the proceeding, including the Member's attorney's fees.

IX. DRUG-FREE WORKPLACE ACT

A. In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542, and Pennsylvania Campus Compact's certification, Pennsylvania Campus Compact must publish a statement notifying employees and members that:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Pennsylvania Campus Compact's workplace and Program;
- b. Conviction of any criminal drug statute must be reported immediately to Pennsylvania Campus Compact;
- c. The employee's employment or member's participation is conditioned upon compliance with the notice requirements; and
- d. Certain actions will be taken against employees and members for violations of such prohibitions.

B. Criminal Drug Convictions. Pennsylvania Campus Compact's employees and members must notify Pennsylvania Campus Compact in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. Pennsylvania Campus Compact must notify the Corporation within 10 days of receiving notice of such conviction. Pennsylvania Campus Compact must take appropriate action against such employee or member, up to and including termination or member release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee or member to satisfactorily participate in an approved drug abuse assistance or rehabilitation Program.

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C. Drug-Free Awareness Program. Pennsylvania Campus Compact must establish a drug-free awareness Program to inform employees and members about the dangers of drug abuse in the workplace, Pennsylvania Campus Compact's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance and member support services, and the penalties that may be imposed for drug abuse violations.

D. Grantee Non-Compliance. Pennsylvania Campus Compact is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.

E. Non-Discrimination and Confidentiality Laws. In implementing the Drug-Free Workplace Act, Pennsylvania Campus Compact must adhere to federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

X. NONDISCRIMINATION CLAUSE

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.

INFORMED CONSENT

I hereby authorize Pennsylvania Campus Compact of 1 College Avenue, Grantham, PA 17207 to release my personal information, including photographs and other identification to: PennSERVE, The Corporation for National and Community Service, my campus, and required clearance providers for the purpose of determining eligibility for AmeriCorps service, as well as for the purpose of promoting the activities of AmeriCorps Community Fellows of Pennsylvania Campus Compact. This information may include photographs, identifying information to meet AmeriCorps guidelines, and other information to establish benefit eligibility.

XI. CONSENT & RELEASE

In connection with my volunteer service with the AmeriCorps Community Fellows Program ("the Program"), I hereby request that Pennsylvania Campus Compact ("PACC") conduct an investigation of my personal background. The investigation may include criminal history records from state, federal and other agencies and the National Sex Offender Registry. I authorize, without reservation, PACC to disclose the results of the investigation to AmeriCorps and/or its agents and to my home school.

I understand that the results of the investigation will be maintained by PACC and by my school.

I release and discharge PACC and its Board of Directors, the Program, and AmeriCorps and their respective trustees, officers, employees and agents from any and all liability arising from or related to the investigation and/or disclosures authorized above.

I agree that a photocopy of this Consent and Release may be accepted with the same authority as the original.

By my signature, I certify that all information provided below is correct to the best of my knowledge, information and belief and I acknowledge that any inaccurate or misleading statement may be grounds for denial or cancellation of the volunteer experience with AmeriCorps and/or disciplinary action. I also affirm that: I am at least 18 years of age; I have carefully read and understand this Consent and Release; and I am signing it voluntarily and with the intent to be legally bound by it.

XII. AMENDMENTS TO THIS AGREEMENT

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



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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 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 of Member



Signature

Name of Member

Meghan Oakley-Henning
Name

Date

June 15, 2011
Date

XIV. CERTIFICATION BY CAMPUS ADMINISTRATOR

As the Campus Administrator, I hereby certify that I have seen documentation that proves the aforementioned AmeriCorps Member is eligible to participate in this program based on age, citizenship, and attainment of a high school diploma. The documents I have seen may include: birth certificate, US passport, high school diploma or college transcript. If this member was born in Puerto Rico, I have viewed a birth certificate that was issued after July 1, 2010. Additionally, I have verified that the member's Social Security Number is correct and maintain a member application on file for this member.

Signature of Campus Administrator

Name of Campus Administrator

Date