



## MEMBER SERVICE AGREEMENT 2020-2021

### I. PURPOSE

The purpose of this Member Service Agreement (MSA) is to delineate the terms, conditions, and rules of membership regarding the participation of [redacted] (hereafter called the "Member") in the [redacted] AmeriCorps Program (hereafter called the "Program").

The Member understands that by participating in the Program, the Member does not become an employee of the [redacted]. Any benefits received by the Member or allowances paid to the Member are paid and provided only by and to the extent of the terms of a grant provided through the Corporation for National and Community Service.

### II. MINIMUM QUALIFICATIONS

The Member certifies that he/she:

- Is a citizen of the United States, a United States national, or a legal permanent resident of the United States,
- Is at least 17 years of age as of the first day of service – Date of Birth: [redacted] / [redacted] / [redacted],
- Has obtained a high school diploma or GED (or agrees to obtain a high school diploma or GED before using an Education Award).

The Member must satisfactorily pass the required criminal background checks before entering the Program. If circumstances are warranted that another check should be done within the program year, the Member must also pass that check to remain in the Program. Failure to pass that check is grounds to be terminated for cause.

*(Programs may change qualification in age or education requirement to meet the needs of the Program)*

### III. TERMS OF SERVICE

A. The Member's term of service begins on [redacted] / [redacted] / [redacted] and is anticipated to conclude on [redacted] / [redacted] / [redacted]. The length of term shall be [redacted] months (no more than 12 months from the start of service). The Program and the Member may agree to extend this term of service, in writing, 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:

- Full-time Member serving at least 1700 hours.
- Reduced Full-time Member serving at least 1200 hours.
- Half-time Member serving at least 900 hours.
- Reduced Half-time Member serving at least 675 hours.
- Quarter-time Member serving at least 450 hours.
- Minimum-time Member serving at least 300 hours.

- C. The Member must successfully complete the term of service hours as stated above to be eligible for the Education Award. In addition, the Member must satisfactorily complete pre-service training and appropriate education/training required by the Program.
- D. To be eligible to serve a second term of service the Member must receive satisfactory performance reviews for any previous terms of service. The Member's eligibility for a second term of service with this program will be based on a 12-week, mid-term and/or end-of-term evaluation of the Member's performance.
- E. Eligibility for an additional term of service does not guarantee selection or placement.

**IV. POSITION DESCRIPTION**

*(Please attach Member's Position Description)*

The Member's immediate host site supervisor is [REDACTED]. The Member will also report to [REDACTED], AmeriCorps Program Director.

**V. BENEFITS**

The Member will receive the following benefits:

**A. Living Allowance**

- A living allowance totaling [REDACTED] during the term of service for the Member's participation in AmeriCorps. (this amount is before taxes)
- The living allowance is taxable income.
- The living allowance will be disbursed by the Program
- The living allowance is not an hourly wage or a salary. The Member is **not** an employee of the Program.
- The Member must satisfactorily complete the hours as documented in weekly time sheets and weekly activity reports.
- The Member will receive the same prorated amount of living allowance for each period, regardless of the number of hours served during that period. Payments will be made [REDACTED] time(s) a month. The Member will receive the prorated period amount of \$[REDACTED].
- If on suspension in the Corporation for National and Community Services' AmeriCorps Portal, the Member will not be paid, and all benefits will be suspended including health care and child care.
- If the entire living allowance is paid out prior to the Member completing all required service hours, the Member may continue to serve for up to a year after the start date without living allowance.
- If called for jury duty, the Member will continue to accrue normal service hours and receive the living allowance and health benefits.
- Members with military reservist responsibilities should attempt to fulfill their two-week annual active duty requirement when it will not disrupt their AmeriCorps service. If this is not possible, Members will receive AmeriCorps service hour credit during their two-weeks of active duty in the reserves. No AmeriCorps service credit is earned for the once-a-month duty weekend service in the military reserves.

**B. Health Care Insurance**

The Program will provide health care insurance for full time Members (who are not currently covered by another healthcare provider) during their term of service (single coverage only, no family plan is available). The Member is responsible for co-payments and/or deductibles. AmeriCorps Programs purchasing their own health insurance for members must ensure plans meet the minimal essential coverage and meet the requirements of the Affordable Care Act.

**C. Child Care Allowance**

A childcare allowance will be provided by Gap Solutions, Inc. directly to the member-identified provider, if the Member qualifies for the allowance. More information can be found at <https://www.americorpschildcare.com/>.

#### **D. Educational 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 amount of:

\_\_\_\$6,195.00 \_\_\_\$4,336.50 \_\_\_\$3,097.50 \_\_\_\$2,360.00 \_\_\_\$1,638.89 \_\_\_\$1,311.11

The Education Award can be used toward:

- The cost of attending a Title IV institution of higher education.
- The balance on an existing federally insured student loan.
- The cost of attending a qualified vocational school.
- The cost of participating in an approved school-to-work program.

The Member must use the Education Award within seven years of the completion of the AmeriCorps service. The Member may apply to the National Service Trust for an extension if, during the seven-year period, the Member performs another term of service of an approved AmeriCorps position or was unavoidably prevented from using the award.

- Education Awards are subject to income taxes in the year in which they are used.
- The Member understands that his/her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him/her ineligible to receive the education award.
- The Education Award is transferable under the following conditions:
  1. The Member must have been at least 55 years of age in an AmeriCorps State or National Program when he or she began the term of service.
  2. The recipient of the award has to be the transferring individual's child, stepchild, foster child, grandchild, or step-grandchild.
- Prior to using the Education Award, the Member must (if he/she has not already done so) obtain a high school diploma or its equivalent. This requirement may be waived if the Member is enrolled in an institution of higher education on an ability to benefit basis or if the program waives the requirement due to the result of the Member's education assessment.
- The Member may be eligible for a prorated Education Award if the Member is released due to compelling personal circumstances and has completed at least 15% of their total hours of service. If the Member is released without a compelling reason, the Member will receive no portion of the Education Award.
- A Member may only earn an equivalent of two full-time education awards in his/her lifetime, regardless of the length of the term of service.

#### **E. Loan Forbearance**

The Member is eligible to have the repayment of certain student loans postponed during their term of service. Members must request forbearance from their loan holders with the National Service Forbearance Request Form. The National Service Trust does not grant forbearances; the loan holders do. Members whose loans are in current default status are not eligible for this benefit.

#### **F. Interest Payments**

If the Member has received forbearance on a qualified student loan during the term of service, upon completion, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service. However, if the Member leaves for non-compelling reasons, even if the loan was in forbearance, the Trust will not pay the interest. The interest paid will be taxed as income.

### **VI. REASONABLE ACCOMMODATIONS**

Programs and activities must be accessible to persons with disabilities, and the grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

Any reasonable accommodation requests can be made to \_\_\_\_\_.

## VII. RULES OF CONDUCT

### A. Prohibited Activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and Members may not engage in the following activities:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. 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;
- g. 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;
- h. Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. A partisan political organization;
  - iv. 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
  - v. An organization engaged in the religious activities described in paragraph g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

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 so.

### B. Fundraising

#### **Under what circumstances may AmeriCorps members raise resources?**

(a) AmeriCorps members may raise resources directly in support of your program's service activities.

(b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, 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.

(c) 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.

**How much time may an AmeriCorps member spend fundraising?**

An AmeriCorps member may spend no more than ten percent of his or her originally agreed upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

**C. Code of Conduct**

45CFR § 2543.42: The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any Member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

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

- Demonstrate mutual respect towards others.
- Follow the directions of the AmeriCorps Program office and Host Site.
- Have a neat and clean appearance and wear attire appropriate for the work site and activity. When on AmeriCorps time, the Member should wear one or more pieces of service gear, even if it is just the pin. Wearing the AmeriCorps shirt is especially important when working on a community service day project.
- Conduct himself or herself in a manner exemplary as a role model to youth and others and in compliance with AmeriCorps standards.
- Direct concerns, problems and suggestions to his or her Site Supervisor.
- Keep the Site Supervisor informed of his/her schedule and activities during service hours and report changes in a timely manner so the appropriate action can be taken to cover or reschedule activities.
- Keep confidential and proprietary information strictly confidential, consistent with state and federal laws.
- The Member understands that the following acts also constitute a violation of the Program's rules of conduct: *(Programs may make changes to acceptable conduct based on their Program, however, it must be included in this MSA as an attachment).*
  - a. Unauthorized tardiness.
  - b. Unauthorized absences.
  - c. Ingesting or being under the influence of alcoholic beverages or any illegal drugs during the performance of service activities.
  - d. Repeated use of inappropriate language (i.e. profanity) at a service site.
  - e. Failure to wear appropriate clothing at worksite and when participating in service assignments.
  - f. Performing personal business, such as making excessive phone calls or running errands, during AmeriCorps service hours.
  - g. Stealing, lying or falsifying AmeriCorps reports.
  - h. Inappropriate or unprofessional behavior.
  - i. Destroying or defacing any Program property or service site property.
  - j. Refusing to follow the Site Supervisor or Program Director's instructions.
  - k. Failure to notify the Program of any criminal arrest or conviction that occurs during the term of service.
  - l. Assault on another person while on service assignment or off duty.

- m. Possession of a weapon while on service assignment.
- n. Failure to follow the rules and regulations set in this contract.
- o. Falsifying critical information (especially information related to eligibility) during the application process or during the term of service.

**D. Civil Rights Requirements, Complaint Procedures, and Rights of Beneficiaries**

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:

*Serve Illinois Commission  
Attn: Scott McFarland  
422 S 5<sup>th</sup> Street  
Springfield, IL 62701  
Scott.McFarland@Illinois.gov  
217-685-5930*

*Or*

*Office of Civil Right and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, DC 20525  
(800) 833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); eo@cns.gov*

**E. Non-Duplication and Non-Displacement**

The Member may not be used to duplicate an activity that is already available in the locality of a program.

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 the Member. An organization may not displace a volunteer by using the Member.

The Member 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.

The Member 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.

The Member 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.

**F. Drug Free Workplace**

Members will be expected to adhere to all provisions of service in a drug-free workplace in accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542;

You are hereby notified that:

- i. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and Program;
- ii. Conviction of any criminal drug statute must be reported immediately to the Program Site Supervisor;
- iii. The member's participation is conditioned upon compliance with the notice requirements; and
- iv. Certain actions will be taken against Members for violations of such prohibitions.

**G. Criminal Drug Convictions**

As a Member you must notify the Program Site Supervisor 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 a conviction. The Program Site Supervisor must take appropriate action up to and including termination or Member release for cause consistent with the Corporations' rules of termination and suspension of service.

**H. Disciplinary Action**

For violating the above stated rules of conduct, as well as the policies and procedures stated in this Member Service Agreement, the Program will take the following action for those infractions where the Program sees the possibility of reversing the behavior:

- a. For the Member's first offense, the AmeriCorps Program Director (or other appropriate program official) will issue a verbal warning to the member, documented in the Member's file.
- b. For the Member's second offense, the AmeriCorps Program Director (or other appropriate program official) will issue a written warning and reprimand the Member, a copy of which will be put in the Member's file.
- c. 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, documented in the member's file.
- d. For the fourth offense, the program may release the Member for cause.

**I. Suspension**

The Program Site Supervisor may temporarily suspend or impose fines on a Member for minor disciplinary reasons, such as chronic tardiness. If the Member is charged with a violent Felony or sale or distribution of a controlled substance, or convicted of possession of a controlled substance, the Program Site Supervisor must suspend the Member without any AmeriCorps benefits, including living allowance, and without receiving credit for hours missed.

**VIII. RELEASE FROM TERMS OF SERVICE**

The Member may be released from his or her term of service for the following reasons:

**A. Release for Cause**

Members exiting the program for cause will cease to receive the living stipend, the health care benefits and the child care benefits and will receive no portion of their education award. The program will release the Member for cause for the following reasons:

- The Member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
- During the term of service the Member has been convicted of a violent felony or the sale or distribution of a controlled substance.
- The Host Site requests that the Member be terminated from service at the site.
- The Member has committed any of the offenses listed below:

1. Engaging in any activity that may physically or emotionally damage other Members of the program or people in the community.
  2. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
  3. Consuming alcoholic beverages during the performance of service activities.
  4. Being under the influence of alcohol or any illegal drugs during the performance of service activities.
- Any other serious breach that in the judgement of the Program staff or Host Site would undermine the effectiveness of the program.

#### **B. Release for Compelling Personal Circumstances**

Members exiting the program because of compelling personal reasons will cease to receive the living stipend, the health care benefits and the child care benefits, but Members 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. The Program may release the Member from the term of service for compelling personal circumstances if the Member demonstrates that:

- The Member has a disability or serious illness that makes completing the term impossible.
- There is a serious injury, illness, or death of a family member, which makes completing the term unreasonably difficult or impossible for the Member.
- The Member has military service obligations.
- The Member has accepted an opportunity to make the transition from welfare to work; or
- 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, relocation of a spouse, or the non-renewal or premature closing of the Program.

A Member who wishes to be released from service for compelling personal circumstances is required to do the following before the final living allowance check can be received:

- Discuss the terms of the release with the Program Director;
- Provide a written letter outlining the reason the Member wishes to be released from the program; and
- Complete an exit form.

### **IX. GRIEVANCE PROCEDURES**

*(All programs must establish a grievance procedure for Members. The timeframes below are mandated. Programs should provide more detailed procedures for their specific programs.)*

In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps Members may seek resolution through the following grievance procedures. These procedures are intended to apply to service-related issues, such as assignments, evaluation, suspensions, or release for cause. All grievances that allege fraud or criminal activity must be brought to the attention of the Corporation for National and Community Service.

- A grievance must be filed within one year of the alleged occurrence.
- A grievance hearing will be held no later than 30 days after the filing of the grievance. This timeframe may only be extended by written agreement of both parties.
- Prior to the hearing, one or more pre-hearing conferences will be arranged by the Program. The pre-hearing conference is 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 person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- A written decision to the hearing will be made no later than 60 days after the initial filing of the grievance.
- The grievant can request binding arbitration if decision is adverse to the grievant or if the decision is not reached within 60 calendar days. The arbitrator must be independent



and selected by mutual consent of the parties involved. If the parties cannot agree on the arbitrator, CNCS will appoint one within 15 days of receiving the request.

- The arbitration proceeding must be held no later than 45 days after the request for arbitration, and no later than 30 days after the arbitrator’s appointment. An arbitration decision must be made within 30 days after the commencement of arbitration proceedings.
- The cost of arbitration must be divided evenly between the parties, unless the aggrieved party prevails, in which case the program must pay the total cost of the proceedings as well as the prevailing party’s attorney fees.

**X. UNEMPLOYMENT BENEFITS**

Members understand they **do not qualify** to receive unemployment benefits after the completion of their term of service or their release from the Program. Members agree not to apply for unemployment benefits from the Program following their term of service.

**XI. EDITS TO MEMBER SERVICE AGREEMENT**

This Member Service Agreement is an approved Commission document – edits are **not** permitted.

**XII. 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.

\_\_\_\_\_ Date

AmeriCorps Member

\_\_\_\_\_ Date

Program Director

For Parent or Guardian of a Member **under 18 years of age**, who is a high school graduate:

I have reviewed this Member Service Agreement, and understand the responsibilities and benefits. I authorize my son/daughter/legal ward to participate in the \_\_\_\_\_ AmeriCorps Program.

\_\_\_\_\_ Date

Signature of Parent or Guardian