



2024-2025 Member Service Agreement

I. Purpose

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the Member) in the _____ AmeriCorps Program (hereinafter referred to as the Program).

II. Eligibility

Member understands that in order to serve as an AmeriCorps member, he/she/they must meet the following minimum requirements for enrollment.

- (a) Be at least 17 years of age at the commencement of service OR be an out-of-school youth of at least 16 years of age participating in a youth corps-type program [42 U.S.C. § 12572 (a)(2)] OR an out-of-school youth of at least 16 years of age enrolled in a program for economically disadvantaged youth (as defined in the Act 42 U.S.C. §12572(a)(9));
- (b) Have a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of a secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091; and
- (c) Be a citizen, national, or lawful permanent resident alien of the United States. Individuals who do not meet these criteria are not eligible to serve and should not be enrolled or considered as a member.

III. Position Description

The member will be serving with the Program as a(n) _____ at _____.
The full description of member duties and responsibilities is attached to this Member Service Agreement.

The name of the member's direct supervisor is _____ who can be reached by phone/email at _____.

IV. Terms of Service

- (a) The member's term of service begins on _____ and ends on _____.



(b) The member will complete a minimum of hours of service during the term of service indicated in this agreement. Please indicate the term of service that applies to this member by checking the corresponding box below.

	Member Type	Minimum Hours Required
<input type="checkbox"/>	Full Time (FT)	1,700 hours
<input type="checkbox"/>	Three Quarter Time (TQT)	1,200 hours
<input type="checkbox"/>	Half Time (HT)	900 hours
<input type="checkbox"/>	Reduced Half Time (RHT)	675 hours
<input type="checkbox"/>	Quarter Time (QT)	450 hours
<input type="checkbox"/>	Minimum Time (MT)	300 hours
<input type="checkbox"/>	Abbreviated Time (AT)	100 hours

(c) The member understands that to complete the term of service successfully (as defined by the program and consistent with regulations of AmeriCorps, the agency) and to be eligible for the education award, he/she/they must complete the duration of their service as noted in paragraph (a) of this section, and all the hours of service as noted in paragraph (b) of this section.

(d) The member understands that to be eligible to serve a subsequent term of service the member must receive satisfactory performance reviews for any previous term of service. The member’s eligibility for subsequent 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) Satisfactorily completed assignments, tasks, and projects
- (2) 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 mere eligibility for an additional term of service does not guarantee selection or placement.

V. Benefits

The member will receive from the Program the following benefits:

(a) **Living Allowance.** The living allowance is designed to help members meet the necessary living expenses incurred while participating in the AmeriCorps Program. A living allowance is not an hourly payment. It is not a wage and will not fluctuate based on the number of hours members serve in a given time period. The program will pay the living allowance in equal increments. The member will document service hours via a timesheet. A member will not



receive any living allowance for the time period before they have officially been enrolled or after exited from the program, or during any periods of suspension.

(1) A living allowance in the amount of: \$ _____

(i) The living allowance is taxable, and taxes will be deducted directly from the living allowance.

(ii) The living allowance will be distributed _____ by _____ starting on _____. The _____ amount will be \$ _____ as specified in the attached Living Allowance Pay Schedule.

(2) **[If the member is eligible, check the box below and review the following information with the member]**

Healthcare Insurance is provided to members not otherwise covered by a healthcare policy at the time the member begins service, the member is eligible for the program provided healthcare insurance if they lose coverage during their term of service as a result of service or through no deliberate act of their own. The member must notify the program if their eligibility status for healthcare insurance changes during their term of service.

(3) If applicable, a Childcare Allowance will be provided by the official AmeriCorps Child Care provider (GAP Solutions Inc.) directly to the provider, if the member qualifies for the allowance. Additional information and forms may be found [online here](#).

(b) **Education Award.** Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust. Please see the link for the award amount to the member upon successful completion of the term of service. [Segal Education Award Amounts](#) (Program Year will match the Fiscal Year on the AmeriCorps site).

For example, Program Year 2024 uses the Fiscal Year 2024 Segal Award Amounts. Note: the updated Segal Award amount for Fiscal Year 2025 will be announced October 1, 2024. Programs will still use the Fiscal Year 2024 amount for Program Year 2024.

(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/her/their failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render them ineligible to receive the education award.

(3) Under federal regulations an individual cannot earn more than the aggregate value of two, full-time education awards. Member may be eligible to receive a portion of an award amount for serving an additional term if



receiving the full amount would cause the person to exceed the value of two full-time awards. Member that has previously received the value of two full-time awards is not eligible for an additional education award.

- (4) A member who has completed at least 15 percent of the term of service and performed satisfactorily prior to being granted a release for compelling personal circumstances, may receive a pro-rated education award.
- (5) Member understands that under the Drug-Free Workplace policy, he/she/they must notify the Program in writing if he/she/they is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction. Convictions for the sale or possession of controlled substances may render the member ineligible to use the education award for a specified period of time.

- (c) **Loan Forbearance.** If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust may repay a portion or all of the interest that accrued on the loan during the term of service.

VI. Prohibited Activities

45 CFR § 2520.65

AmeriCorps members may not engage in the below 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 below on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while engaging in any of the below activities on their personal time.

- (1) Attempting to influence legislation.
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes.
- (3) Assisting, promoting or deterring union organizing.
- (4) Impairing existing service contracts for services or collective bargaining agreements.
- (5) Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- (6) 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.
- (7) 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.
- (8) Providing a direct benefit to:
 - (i) A business organized for profit;



- (ii) A labor union;
 - (iii) A partisan political organization; or
 - (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 participating in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described above in prohibited activity 7, unless CNCS assistance is not used to support the religious activities.
- (9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services
- (11) Such other activities as CNCS may prohibit.

In addition to the above activities, the below activities are also prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.



VII. Rules of Conduct

- (a) The member is expected to, at all times while acting in an official capacity as an AmeriCorps member: **[Program may add or update these as needed to align with organizational rules of conduct.]**

Examples are: Comply with the rules and standards of the host agency, follow directions, and demonstrate mutual respect toward others.

Please use the box below. If you need more space please attach a separate document.



Direct concerns, problems, and suggestions to _____.

(b) Please check each box below stating that the member understands that the following acts also constitute a violation of the Program's rules of conduct:

- Unauthorized tardiness
- Unauthorized absences
- Repeated use of inappropriate language (i.e., profanity) at a service site
- Failure to wear appropriate clothing to service assignments
- Stealing or lying
- Engaging in any activity that may physically or emotionally damage other members of the program or people in the community
- Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service
- Consuming alcoholic beverages during the performance of service activities
- Being under the influence of alcohol or any illegal drugs during the performance of service activities
- Failure to notify the program of any criminal arrest or conviction that occurs during the term of service

[Program may add to the text box below as needed to align with their organizational policy. If you need more space please attach a separate document.]



VIII. Nonduplication and Non-displacement

45 CFR § 2540.100(e)-(f)

(e) Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) Non-displacement.

- (1) 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 a participant in a program receiving Corporation assistance.
- (2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- (4) A participant in a program receiving Corporation assistance 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.
- (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - (i) Will supplant the hiring of employed workers; or
 - (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - (i) Presently employed worker;
 - (ii) Employee who recently resigned or was discharged;
 - (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (v) Employee who is on strike or who is being locked out.

IX. Fundraising Regulations

45 CFR § 2520.40 Under what circumstances may AmeriCorps members in my program 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.

45 CFR § 2520.45 How much time may an AmeriCorps member spend fundraising?

An AmeriCorps member may spend no more than ten percent of his/her/their 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.

X. Suspension and Temporary Leave from Service

- (a) Program must suspend Member's term of service for the following reasons. Member may not receive a living allowance and may not accrue service hours during a period of suspension for these reasons.
- (1) During the term of service Member has been charged with a violent felony or the sale or distribution of a controlled substance. If Member is found not guilty or the charge is dismissed, Member may resume his/her/their term of service. Member will not receive back living allowances or credit for any service hours missed.
 - (2) During the term of service Member has been convicted of possession of a controlled substance. If Member demonstrates that he/she/they has enrolled in an approved drug rehabilitation program (for a first offense) or has successfully completed a drug rehabilitation program (for those convicted for more than one offense), Member may be reinstated into his/her/their term of service. Member will not receive back living allowances or credit for any service hours missed.
- (b) Program may suspend Member who is not serving, nor accumulating service hours for an extended period of time. Member must be suspended or have prior approval from Program to submit timesheets with zero service hours.



- (c) Program may suspend Member's term of service for violating the standards of conduct set forth in section VII of this agreement.
- (d) If temporary leave is appropriate (such as for medical or emergency situations), Program may allow Member a temporary leave from service, during which Member may be suspended from the term for compelling personal circumstances. As allowable, Program may choose to continue providing health or other benefits to the member during such a period of absence but if suspended, the member may not receive a living allowance. The need for suspension for medical or emerging issues should be communicated by Member to Program as quickly as possible. Failure to communicate timely may limit member and/or program options.
- (e) For members who were suspended, placed on temporary leave, or had other interruptions to their service term, Program may consider a no cost extension to the member term to enable a successful exit. Member must have been on track prior to the period impacted by the suspension or leave. The extension must be long enough to allow member to be successful, recognizing that no living allowance will be paid during the term extension.
- (f) The Federal Family Medical Leave Act (FMLA) may apply to full-time members whose service history and Program meet other FMLA requirements. Member should communicate with Program to determine if FMLA is an option.
- (g) Member grieving his/her/their termination will be placed in suspension status until the grievance is resolved. See XII Grievance Procedure, and the Grievance Procedure and Form for additional information.

XI. Release from Term of Service

- (a) The member understands that he/she/they may be released for the following two reasons:
 - (1) For cause, as defined in paragraph (b) of this section
 - (2) For compelling personal circumstances, as defined in paragraph (c) of this section
- (b) 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 another serious breach that, in the judgment of the program director, would undermine the effectiveness of the Program.
- (c) The Program may release the member from the term of service for compelling personal circumstances if the member has completed at least 15% of their required hours and demonstrates circumstances beyond the member's control that prevent the individual from completing their term of service. Compelling Personal Circumstances include:
 - (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. Member must have been on welfare prior to enrolling in AmeriCorps.
 - (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.
- (d) Leaving the program for the following reasons does not constitute compelling personal circumstances:
- (1) To enroll in school
 - (2) To obtain employment, other than moving from welfare to work
 - (3) Because of dissatisfaction with the Program
- (e) The Program must suspend the member's term of service for the following reasons:
- (1) During the term of service, the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her/their term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
 - (2) During the term of service, the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates that he/she/they has enrolled in an approved drug rehabilitation program, the member may resume his/her/their term of service. The member will not receive back living allowances or credit for any service hours missed.)
 - (3) The member is not serving, nor accumulating service hours for an extended period of time.
- (f) The Program may suspend the member's term of service for violating the rule of conduct provisions in accordance with the rules of conduct set forth in section VII of this agreement.
- (g) If the member discontinues his/her/their term of service for any reason other than a release for compelling personal circumstances as described in paragraph (c), the member will cease to receive the benefits described in paragraph (a) of section V and will receive no portion of the education award or interest payments.
- (h) If the member discontinues his/her/their term of service due to compelling personal circumstances as described in paragraph (c) of this section, the member will cease to receive benefits described in paragraphs (b) and (c) of section V.



- (i) If applicable, program staff must immediately notify healthcare insurance provider and childcare providers in writing if a member's status changes in a manner that affects their eligibility for healthcare or childcare.

XII. Civil Rights & Non-Harassment Policy

Program Civil Rights and Non-Harassment Policy signed by AmeriCorps CEO Michael Smith:

Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of government, and AmeriCorps is committed to these principles, including treating all persons who participate in our programs with dignity and respect. The maintenance of diverse, equitable, inclusive, and accessible service environments demands that AmeriCorps maintains zero tolerance for unlawful harassment or discrimination against any individual or groups engaged in national service.

AmeriCorps expects the same commitment from all Recipients of its financial or service member/volunteer assistance, including associated individuals, organizations, programs, and projects. This policy is incorporated by reference into the terms and conditions for receiving AmeriCorps financial and service member/volunteer assistance, inclusive of sub-grantees. Recipients are expected to notify service members and volunteers of their rights under this policy.

In accordance with applicable laws and regulations, AmeriCorps prohibits all forms of discrimination and harassment based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by, or receiving, federal financial or service member/volunteer assistance from, AmeriCorps must be free from all forms of discrimination and harassment. Harassment is any unwelcome conduct that is based on any of the protected categories or done in reprisal for opposing discrimination or participating in the discrimination complaint process, when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally protected category. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, text messages, emails, or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures; gender, racial, ethnic, or religious baiting. Harassment can also include physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.



AmeriCorps does not tolerate discrimination and harassment from anyone, including Recipients, AmeriCorps employees or supervisors; project or site employees and supervisors; project or site non-employees (e.g., contractors or clients of a project or site); or national service participants. Harassment is unacceptable in AmeriCorps' offices or campuses, and in other service-related settings such as convenings, training sessions, service sites, and at service-related social events, whether in person or online. 1225 E Street SW Washington, D.C. 20525 202-606-5000 / 800-942-2677 202-606-5000 / 800-942-2677 Any discrimination or harassment, when substantiated, will result in corrective action, up to and including, removal or termination of any individual engaging in such misconduct. AmeriCorps Recipients permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Recipients are expected to take prompt action to effectively address service member and volunteer complaints. Recipients must immediately investigate complaints of discrimination or harassment and take appropriate measures to remedy the situation. Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, service members and volunteers, or any other associated individuals, must report the matter to the personnel in the Recipient's organization who are responsible for investigating such claims or AmeriCorps' Office of Civil Rights (OCR). OCR conducts service member and volunteer discrimination and harassment inquiries. AmeriCorps prohibits any retaliatory action against a person who raises discrimination or harassment concerns.

Service members and volunteers who believe they have been subjected to treatment in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., filing a complainant or acting as a witness) in any AmeriCorps program or project, may contact the OCR at (202) 606-7503 or eo@cns.gov. Service members and volunteers must contact OCR within 45 calendar days of an occurrence of discrimination or harassing conduct to initiate an inquiry.

Service members and volunteers are not required to use a program, project, or sponsor dispute resolution process before contacting OCR. While Recipients are expected to take prompt action to effectively address service member and volunteer complaints, Recipients cannot institute policies requiring any such matters be handled "in house." If a service member or volunteer chooses to pursue another dispute resolution or complaint procedure, it does not suspend the 45 calendar-day time limit for contacting OCR. Discrimination and harassment claims not brought to the attention of OCR within 45 calendar days of the occurrence may not be accepted for investigation if a formal complaint of discrimination is filed.

Service members, volunteers, and Recipients may contact OCR at eo@cns.gov for information or assistance.



If you believe you or others have been discriminated against, or if you want more information, contact

Serve Illinois Commission

Attn: Andres Fernandez

401 S. Clinton Ave

Chicago, IL 60607

Andres.fernandez@illinois.gov

AmeriCorps Office of Civil Rights

250 E. Street SW

Washington DC 20525

202.606.7503

eo@cns.gov

See the attached Nondiscrimination policy for more information.

XIII. Grievance Procedures

See attached Grievance Procedure and AmeriCorps Code of Federal Regulations § 2540.230.

- (a) The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation, or proposed service assignment.
- (b) The member understands that, as a participant of the program, he/she/they may file a grievance in accordance with the Program's grievance procedure.

See the attached Grievance Procedure for more details.

XIV. Reasonable Accommodations

As a program that receives federal funds, AmeriCorps, Serve Illinois, and Program encourage individuals with disabilities to serve in AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, _____ complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. The program shall not exclude or otherwise deny equal services, programs, or activities to a qualified individual because of the known disability of another individual with whom the qualified individual is known to have a relationship or association.



The program shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by contacting Program Director.

Confidentiality: Information provided regarding her/his/their disability, by a potential member or a member shall be kept confidential, except that appropriate supervisors, managers, and safety and health personnel may be informed regarding any restrictions in service duties or necessary accommodations. Government personnel may be provided information in compliance with various laws and regulations.

Self-Identification: A potential member or a member with a disability is not required to disclose information about any physical or mental limitations, whether or not you believe it will interfere with your capability to perform the essential functions of the position sought or held. If you would like, however, for the program, to consider any special arrangements to accommodate a physical or mental impairment, you may identify that impairment, describe the functional limitations that result from that impairment, and suggest the type of accommodation that you believe would be appropriate. Medical verification of the condition may be requested for the member to be protected under Section 504 of the Rehabilitation Act.

Grievances: An individual whose request for an accommodation was denied may use the grievance procedure outlined in the Member Service Agreement to appeal the decision and/or file a complaint with the Corporation for National and Community Service Equal Opportunity Office within forty-five days of the decision or forty-five days from when the member becomes aware of the decision.

Definitions: According to the ADA, the term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individual’s major life activities, a record of having such an impairment, or being regarded as having such an impairment. “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. A “qualified individual with a disability” is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. The program shall not exclude or otherwise deny equal services, programs or activities to a qualified individual because of the known disability of another individual with whom the qualified individual is known to have a relationship or association.

The program shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the



modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

See the attached Reasonable Accommodations Policy for more information.

XV. Drug Free Workplace Act

In accordance with the Federal Drug-Free Workplace Act of 1988, _____ is committed to maintaining a drug and alcohol-free environment. Member is therefore notified that:

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;

Actions, including termination from Program, will be taken against volunteer or staff for violations of such prohibitions;

As a condition of service, Member:

- Will abide by the terms of drug-free workplace policy; and
- Notify the Program Director in writing if he/she/they is convicted for a violation of a criminal drug statute occurring in the workplace or service area and must do so no more than five calendar days after the conviction.

See the attached Drug-Free Workplace Policy for more information.

XVI. Attachments

The program must attach the following documents to the Member Service Agreement. The documents are considered a part of this Agreement for the purposes stated herein.

- Member Position Description
- Living Allowance Pay Schedule
- Grievance Procedures
- Drug-Free Workplace Policy
- Non-Discrimination Policy
- Reasonable Accommodation Policy

XVII. Amendments to this Agreement

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



XVIII. Authorization

Member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. If any changes are required after this agreement is signed, the assigned Serve Illinois program officer must provide approval. Changes must be written in ink with the date and initials of both the program representative and the member.

By signing, the member is also certifying that he/she/they also have received a diploma or equivalent (including an alternative diploma or certificate for individuals with learning disabilities) or are committed to actively working toward completing this degree and meet the other minimum requirements including citizenship, age and meeting the background check requirements. If Member is under the age of 18 years old, Member’s parent or legal guardian must also sign.

The Member acknowledges that participating in the Program does not imply becoming an employee of _____ and any benefits or allowances are provided through a grant from the AmeriCorps Agency for National and Community Service.

AmeriCorps Member Name (please print)	Member Signature	Date Signed
Parent/Legal Guardian Name, if member is under 18 (please print)	Parent/Legal Guardian Signature	Date Signed
Authorized Program Representative Name (please print)	Authorized Program Representative Signature	Date Signed