

# Member Contract for Participation in Scholars in Service to Pennsylvania 2008-2009

## 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 *Scholars in Service to Pennsylvania* AmeriCorps Program (hereinafter referred to as the "Program").

## II. MINIMUM QUALIFICATIONS

The member certifies that he/ she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age (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 \_\_\_\_\_ and ends on 8/21/2009. 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 (select one):

\_\_\_ 300 hours of service during this period for an Education Award of \$1,000.

\_\_\_ 450 hours of service during this period. for an Education Award of \$1,250.

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 resolutions 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 coordinator and site supervisor. A full job description is listed on the Community Wide Hub volunteer management system.

B. The name of the member's campus supervisor is \_\_\_\_\_.

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## **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.

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:

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1. Unauthorized tardiness.
2. Unauthorized absences.
3. Repeated use of inappropriate language (i. e. profanity) at a service site.
4. Failure to wear appropriate clothing to service assignments.
5. Stealing or lying.
6. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community.
7. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
8. Consuming alcoholic beverages during the performance of service activities.
9. Being under the influence of alcohol or any illegal drugs during the performance of service activities.
10. Failing to notify the program 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 member may be released by the Program 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. 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

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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 Scholar 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;
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 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 back living allowances or 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.

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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 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 may file a grievance in accordance with the campus's grievance procedure. *See attached.* If that procedure does not resolve the situation, the member may contact PHENND, in writing, for an alternate procedure. In that case, PHENND will convene a three-member panel consisting of the PHENND Director, a representative from Pennsylvania Campus Compact, and a trained mediator. Within 30 days of the receipt of the initial request from the member, the panel will review the issue, including the prior decision of the campus-based grievance board, and determine the best course of action.

## IX. AMENDMENTS TO THIS AGREEMENT

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

## X. 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Hillary Aisenstein  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## XI. 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, high school diploma or college transcript.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date