

CalSERVES AmeriCorps



VIP Fellow
Member Contract

1. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of (*print your name*) _____ in the “CalSERVES” AmeriCorps VIP Fellow program.

Member’s initials of understanding _____

2. PROGRAM COMMITMENT

AmeriCorps is much more than a job-it is a service opportunity. AmeriCorps members must have a strong desire to work in the community and make a difference. As an AmeriCorps member, you agree to remain committed to your term of service, which includes **ALL** of the National Days of Service and member development trainings. The AmeriCorps uniform must be worn at all times during your service, including at the service site, trainings, and on National Days of Service.

Operating Principals:

- We advocate for youth and families
- We treat each other with respect
- We hold each other accountable as role models
- We invest in personal and professional growth
- We are open to change
- We value each others’ contributions
- We ask for help when we need it and give it when asked
- We value humor and make time to have fun
- We work through conflict
- We know we are all in this together and on the same team

Member’s initials of understanding _____

3. PROGRAM REQUIREMENTS

The member must complete the required number of service hours and the agreed upon term of service, including satisfactorily completing the required AmeriCorps trainings and on-site trainings. The Member must agree to DOJ and/or FBI live-scan fingerprinting, and submit a recent TB (tuberculosis) test. The member must also be Red Cross certified or attend the CPR training course provided.

The member certifies that s/he:

- is a U.S. citizen, a U.S national, or a lawful permanent resident of the United States;
- is at least 17 years of age at the commencement of service;
- Has a high school diploma, an equivalency certificate, a certificate for individuals with learning disabilities, or agrees to obtain a high school diploma or its equivalent and has not dropped out of elementary or secondary school in order to enroll as a member.

Member’s initials of understanding _____

4. TERMS OF SERVICE

(a) The Member's term of service may last up to 12 months as indicated. It will begin _____, 20__ and end _____, 20__. The Member must **complete the program year as defined by CalSERVES and perform the minimum 1700 hours of service as required by the Corporation.** No more than 20% of the total hours may be for training/education and no more than 10% may be dedicated to fundraising.

(b) **Requested days off – personal /sick days**

- Members are allowed a maximum of **5** personal days and **10** sick or bereavement days off during their term of service.
- Personal days *may not* be taken before November 1st unless special permission is received.
- **Sick days cannot be substituted for personal days off.**
- Service hours are earned for actual time served and are not accrued during personal or sick days off.
- If out sick 3 or more consecutive service days, proof of medical care is to be provided immediately upon return. This may also affect the stipend (see Sec. 5.a).

(c) This term of service may be extended by the Member and Program, in writing, for the following reasons;

- The member's service has been suspended due to compelling personal circumstances.
- The member's service has been terminated, but a grievance procedure has resulted in reinstatement.

Member's initials of understanding _____

5. PROGRAM BENEFITS

The member will receive from the Program the following benefits:

(a) **Living Allowance Stipend** – Pursuant to SB 945, AmeriCorps members are exempt from the California wage and hour law and the Member will receive a *Living Allowance* Total of \$ _____, before taxes, paid in _____ bi-monthly / monthly stipends (circle one).

In order to receive the full bi-monthly or monthly stipend the Member must complete a minimum of 90% of their required, scheduled, service for that pay period, which may include training, fund raising, and community service activities in addition to the regular service at their assigned service site(s). If less than 90% of the pay period's service is fulfilled, the stipend may be adjusted to match the % completed.

Please Note: If a member is put on "Suspend Status" the stipend is also suspended until the member returns to "Active Duty".

Pursuant to 2010 AmeriCorps Grant Provision IV.F.1, when a member concludes a term of service all stipend payments must cease. If a member serves all required hours and is permitted to conclude his/her service prior to the originally agreed upon end of term, a lump sum payment may not be made to the member.

(b) **Education Award** - Upon successful completion of the Member's service contract, s/he will receive from the National Service Trust an education award at the value of \$5,350.00. This benefit is not paid directly to the Member; it will be paid to an institution of higher education, an approved school-to-work program, or to a qualified student loan holder. This award will be taxed in the year that it is 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 the Member ineligible to receive the education award.

(c) Loan Forbearance and Accrued Interest - If the Member has received forbearance during the term of service for qualified student loans, upon successful completion of said service, the National Service Trust will pay a portion of the interest that accrued on the loan during the service term if the Member applies for it. If the Member is released for cause, the National Service Trust will not pay any interest that accrued during the term of service.

(d) Health Care Insurance – If the Member qualifies for coverage, s/he will receive health care insurance provided through the Health Insurance Plan for AmeriCorps Participants. This plan is currently administered through The Corps Network, a Summit America company. Any Full-Time Members that have Medicaid **must** use the provided AmeriCorps insurance as their primary insurance.

(e) Child Care - A childcare subsidy is provided directly to the provider, if the eligible member submits the appropriate paperwork and qualifies for the allowance. This allowance will be distributed evenly over the term-of-service on a bi-weekly basis through AmeriCorps CARE, the National Association of Childcare Resource & Referral Agencies.

(f) State Unemployment and Disability Benefits- pursuant to SB945 and the state EDD, a Member is **not** entitled to Unemployment Insurance upon completion of their term of service or when they exit the AmeriCorps program (voluntarily or involuntarily) nor are they eligible for state Disability Benefits.

Member's initials of understanding _____

6. STANDARDS OF PERFORMANCE

The member understands that in order to successfully complete the term of service, s/he must receive satisfactory performance reviews. Each member will receive a three evaluations per service year – Baseline, Mid-Term and a final, End of Term, based upon the following criteria:

Mid-Term and End of Term Evaluations

Position Knowledge:

- Displays thorough knowledge and understanding of assigned duties
- Demonstrates skills necessary to perform service competently; knowledge appropriate for position
- Understands interrelationship of the position to the rest of the organization (i.e. priorities and philosophies)
- Utilizes knowledge of the AmeriCorps/VIP Promise program and the Corporation for National and Community Service programs on a routine basis

Completion of Objectives:

- Has adequately completed or striving towards completion of objectives set forth by the host organization
- Made outreach presentation to other national service or non-profit organizations promoting AmeriCorps/VIP Promise programs

Quality of Service:

- Appropriate attention to detail
- Meets targets and deadlines
- Utilizes supervision appropriately; able to serve with limited supervision; demonstrates initiative

- Flexible and adaptable; demonstrates ability to perform under stress
- Results are accurate, reliable, and consistent with training
- Plans and organizes service for maximum effectiveness and efficiency

Attitude:

- Willingly accepts and responds to direction, constructive criticism, and delegated assignments; accepts suggestions
- Serves well with other team members
- Accepts full responsibility for actions
- Presents a neat, clean appearance appropriate to site/programs requirements
- Willingly observes and supports the organization's policies and procedures

Communication:

- Expresses self clearly and concisely in written and oral communications
- Utilizes appropriate conflict management practice (i.e. speaks for self, does not engage in gossip and dissemination of rumors, clearly identifies interests, seeks win/win solutions)
- Communicates well with clients, peers, and supervisors
- Employs active listening skills, requesting clarification and feedback when needed

Relationships:

- Promotes favorable client and/or public relations
- Earns respect of others
- Develops and maintains effective working relationship with supervisors, peers, and others outside the team

Planning/Organization/Time Management:

- Anticipates and plans ahead
- Is punctual in keeping appointments
- Sets a course of action to meet goals on time for self, for others, and for the program
- Develops concepts and strategies necessary for the recruitment, supervision, and coordination of volunteers
- Effective use of service time; does not negatively impact the service of others
- Takes initiative to accomplish more than what is required
- Good attendance habits
- Determines courses of action that are most effective and efficient
- Handles a variety of tasks concurrently
- Demonstrates logical thinking that results in timely and practical decisions
- Ability to commit to a definite course of action
- Accepts responsibility for decisions or positions taken
- Makes appropriate and timely decisions

All of the Evaluation Forms have a comment section in which to include additional feedback and goals. All evaluations are kept confidential in the member's file and the member may ask to view his/her evaluation at any time. All evaluations may be used to prepare any reference letters requested by said member.

Member's initials of understanding _____

7. PROHIBITED ACTIVITIES:

Individuals may exercise their rights as private citizens and may participate in the below activities on their own initiative, on non-AmeriCorps funded time. The AmeriCorps logo/uniform should not be worn when doing so. Participating in Prohibited Activities when wearing the AmeriCorps uniform or during

AmeriCorps funded service can result in disciplinary action or immediate release from the term of service for cause. As detailed in the AmeriCorps Grant Provisions **AmeriCorps members are prohibited to engage in the following activities:**

- 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 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 top religious instruction or worship; or engaging in any form of religious proselytization.
- 8) Providing a direct benefit to:
 - A for-profit entity;
 - A labor union;
 - A partisan political organization;
 - An organization engaged in the religious activities described in the preceding subclause, unless Corporation assistance is not used to support the religious activities; or
 - A nonprofit entity that fails to comply with the restrictions contained in section 501(c) of the U.S. Code Title 26.
 - Voter registration drives
 - Other activities that the Corporation determines will be prohibited, upon notice to the member.

Member's initials of understanding _____

8. RULES OF CONDUCT

The member is expected at all times while acting in an official capacity as an AmeriCorps member to act in accordance with the rules of the program site and is not to be alone with students outside of the supervised context. The member will be subject to the disciplinary policy outlined in Section 9 for the following:

- Any activity that is illegal under local, state, or federal law.
- Activities that pose a significant safety risk to others.
- Any contact with students outside the parameters of the program.
- Transporting passengers in their own private vehicle during hours they are serving as an AmeriCorps member, unless the passenger is an employee of the Program.
- Consecutive unexcused absences or tardiness that exceed 3 days (without a doctor's note), including failure to notify a supervisor when unable to report for community service activities.
- Failure to attend (or makeup) required training events in the service term.
- Failure to follow directions or failure to adequately perform assigned service duties.
- Failure to develop and maintain positive relationships with service site teachers and/or staff.
- Failure to demonstrate mutual respect towards others.
- Abusive language, fighting, insubordination or lying.
- Inappropriate behavior.

- Inappropriate dress (as defined by the dress code of the service site or the Program).
- Harassment of school staff, fellow members, AmeriCorps personnel or other agency clients.
- Theft or careless damage of programs or service site property.
- Breach of confidentiality.

Member's initials of understanding _____

9. VIOLATIONS, DISCIPLINARY ACTION, AND RELEASE FROM TERM

A) Disciplinary Action:

For violating any stated rules in sections 8 and 9, or engaging in any other inappropriate behavior, the Program will do the following: (except in cases where immediate release for cause is warranted, see below)

- For the member's first offense, an appropriate Program staff person will issue a written warning to the member.
- For the member's second offense, an appropriate Program staff person will issue a written warning and reprimand the member.
- For the third offense, the Program Director may release the member for cause.

However, there is no requirement that the Program follow a prescribed sequence in the imposition of a particular form of punishment.

B) Suspension or Release for Cause:

The member understands s/he will be either suspended or released for cause and the member will not receive the *Living Allowance* stipend or an education award for the following reasons including but not limited to:

- 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.
- Being 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.)
- Possessing or using any illegal drugs during the term-of-service.
- Being convicted of a first offense of possession of a controlled substance. (If the member, however, demonstrates that s/he has enrolled in an approved drug rehabilitation program, the member may resume his/her term-of-service. The member will not receive back living allowances or credit for any service hours missed.)
- Engaging in activity that may physically or emotionally damage other members of the program or members of the community.
- Failing to notify the Program of any criminal arrest or conviction that occurs during the term-of-service.
- Having any contact with minor age children involved in AmeriCorps Service Programs during non-service hours, unless the Program, prior to signing of the contract, gives special written permission.
- Transporting minor-aged children in their own private vehicle during hours they are serving as an AmeriCorps member.

- Service site requesting a member be removed from their site placement.
- Abandonment of service (failing to report for service 3 consecutive days without notification to supervisor, ‘walking off’ from scheduled service w/o notice to supervisor, etc.).
- Committing a third offense in accordance with section 9A of this agreement.

Member’s initials of understanding _____

10. AMERICORPS HIGH SCHOOL / GED STATUS

- I received my high school diploma /GED from _____
(Name of School)
in _____ on _____ date
(County and State of School) (month/year)
- I have not yet received my high school diploma /GED, but I will obtain my high school diploma /GED before using the education award.

Member’s initials of understanding _____

11. DRUG FREE WORKPLACE ACT

In accordance with the Drug-Free Workplace Act, the Program is informing the member of the following, and, by initialing below, the member is acknowledging that:

- The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Program's workplace and all Program sites;
- Conviction of any criminal drug statute must be reported immediately to the Program and in writing within 5 days of the conviction;
- That the member's participation is conditioned upon compliance with the notice requirements; and
- Certain actions will be taken against members for violations of such prohibitions.

Member’s initials of understanding _____

12. NOTICE OF NON-DISCRIMINATION

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:

California Volunteers
1110 K Street, Suite 210
Sacramento, CA 95814
(916) 323-7646 (voice); (916) 323-3227 (FAX)

Equal Opportunity Office
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-5000, ext. 312 (voice); (202) 565-2799 (TDD)
(202) 565-2816 (FAX); eo@cns.gov (e-mail)

Member's initials of understanding _____

13. NATIONAL DAYS OF SERVICE

AmeriCorps seeks to enhance the lives of school age children and the local community. National Days of Service expand the AmeriCorps service experience. Service in local schools, health clinics and other non-profit agencies build and expand a sense of civic self. National Days of Service provide leadership opportunities as well as expanded service experience.

All participants in AmeriCorps programs are part of a national movement whose goal is to build stronger communities through service. All VIP Promise AmeriCorps members commit to participating in ALL National Days of Service.

I hereby acknowledge by my initial that I have read, understand, and agree to participate in the required National Days of Service held during the school year as organized by the program.

Member's initials of understanding _____

14. AMERICORPS PUBLICITY RELEASE

I, _____, (*print name*) hereby consent / decline (*circle one*) to the use of my name, likeness, picture, and/or voice by you, the Napa County Office of Education, and your licensees for all purposes, including but not limited to broadcasting, direct exhibition, promotional and subsidiary purposes. I hereby assure you and your licensees respecting any liability for your use of my name, likeness, picture, and/or voice. I understand that nothing shall require you to include me in any materials.

Member's initials of understanding _____

15. COMPELLING PERSONAL CIRCUMSTANCES

The Program may release the member from the term-of-service, due to compelling personal circumstances and the member may be eligible to receive a pro-rated education award, if:

- There is a serious injury, illness or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member. Written notification, on letterhead from a physician, is required for release of duties.
- The member is drafted by the Armed Services of the United States, or, if a Reservist called to active duty for an extended period of time.
- Some other circumstances occur that makes it impossible or extremely difficult for the member to complete the term-of-service and the Program deem the circumstances to be compelling.
- If the member discontinues his/her term-of-service due to compelling personal circumstances above, the member will cease to receive benefits. If, however, the member has completed at least 15% of their required hours the member can receive a pro-rated portion of the education award or interest payments.

Member’s initials of understanding _____

16. AMERICORPS PLEDGE

I will get things done for America
 To make our people safer, smarter, and healthier.
 I will bring Americans together to strengthen our communities.
 Faced with apathy, I will take action.
 Faced with conflict, I will seek common ground.
 Faced with adversity, I will persevere.
 I will carry this commitment with me this year and beyond.
 I am an AmeriCorps member, and I will get things done.

Member’s initials of understanding _____

17. EMERGENCY NOTIFICATION FORM

Member’s Name _____

Major Medical Condition(s) that you feel *CalSERVES* or the Service Site Supervisor would need to be informed of. For example: highly allergic to bees, any medication allergies, etc.

Emergency medication(s) that would need to be administered during an emergency situation:

Who can we contact in case of an emergency?

1. Emergency Contact Name / relationship _____

Emergency Phone #'s _____

Street Address *City* *State* *Zip Code*

2. Emergency Contact Name / relationship _____

Emergency Phone #'s _____

Street Address *City* *State* *Zip Code*

Member Signature _____ **Effective Date** _____

18. POSITION DESCRIPTION

Please see Addendum #1

19. FRATERNIZATION

Inappropriate relationships between AmeriCorps VIP Promise Fellows and AmeriCorps Members are prohibited. Inappropriate relationships are those that compromise, or appear to compromise, supervisory authority or could result in preferential treatment.

Relationships are prohibited if they appear to involve the improper use of rank or position for personal gain. You must avoid nonprofessional relationships with other AmeriCorps members that create real or perceived conflicts of interest, discord, or distractions that interfere with other members' productivity, or potentially could result in charges of sexual harassment.

These problems are serious in situations in which one person has authority over another. Nonprofessional relationships between members and the aforementioned staff include, but are not limited to:

- Intimate/sexual relationships
- Socializing that might lead to the perception of a relationship or overtures to activities listed above
- Borrowing or lending money, automobiles, or other personal property
- Engaging in financial or business dealings, or acting as an agent or sponsor with any commercial services
- Allowing services to be performed (compensated or uncompensated) that have no reasonable connection with AmeriCorps activities
- Any activity and/or relationship that, in the judgment of the Program Director, may be reasonably perceived to undermine discipline, good order, and/or morale

Member's initials of understanding _____

20. GRIEVANCE PROCEDURES

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. The member understands that, as a participant of the program, s/he may file a grievance in accordance with the Program's grievance procedure, which is as follows.

1. All AmeriCorps Members must file complaints in accordance with the following procedures set forth below:

A) Pre-Complaint Process

In general, all aggrieved parties, such as Members, applicants, or any other interested parties, should attempt to resolve any problems or disputes with the other party on a one on one basis. The issues should be clearly stated and understood by both parties. If this process does not resolve the matter, the aggrieved party may request that the program provide an alternative dispute process such as mediation or facilitation to resolve the dispute. The program and the aggrieved party will jointly select the mediator or facilitator.

Mediation is a candid, confidential, non-binding process. Mediation can be attempted either before or after a written grievance is filed. The Member must select this option within 45 days of notifying their site supervisor of their complaint.

If mediation is used and the matter is not resolved within 30 calendar days from the date the mediation process began, the neutral party mediating the process will notify the aggrieved party of his/her right to file a formal complaint. The neutral party, however, may not participate in the formal complaint process. In addition, no discussions of the pre-complaint process can be referred to or introduced into evidence in the formal complaint process including the arbitration hearing.

B) Formal Complaint Process

1) Notification of Grievance

The Member must first notify his/her immediate supervisor to discuss their complaint. The Member must explain the facts of the situation and how they propose to resolve the matter. The site supervisor shall inform the Program Director of the situation and the Member's proposed resolution.

[AT THIS POINT MEDIATION MAY BE ATTEMPTED]

2) Written Grievance

By law the grievance must be filed within a year of the alleged improper order, action, or event, it is however preferred that a grievance be filed no later than 60 days after the date of the alleged occurrence.

The Program Director has been designated to coordinate the process and keep the process on schedule. If a particular person, rather than or in addition to the project, is named in the grievance, the Program Director will notify the accused of the investigation and his or her rights under this policy. He or she will be given an opportunity to gather and present evidence and prepare a response to the grievance.

The aggrieved party can file a written grievance at any time - either before or after attempting mediation. The written complaint must contain a summary of the event and the aggrieved parties' position.

The Program Director must discuss the matter with the Member and any other appropriate parties and reply in writing to the Member's written complaint within 10 working days after receiving it.

3) Informal Hearing

If the aggrieved Member is unsatisfied with the decision within 5 working days of receiving the decision or if Program Director fails to issue a decision within the time limit, the Member may appeal the decision to the Director by notifying him in writing. The appeal should describe the grievance and the steps the Member has already taken to resolve the matter.

By law, an aggrieved party who files a timely grievance has a right to a hearing. Unless mediation was attempted, the hearing must be held within 30 days and decided within 60 days of the written grievance. AmeriCorps Service Program's hearing official is the Program Director. The Program Director will determine what type of information will be necessary to decide the disputed issues during the hearing process and an investigation should be commenced immediately. A person who has not participated in any previous decisions concerning the issue in dispute must conduct the hearing.

A written opinion will be prepared by the Program Director explaining the ruling and issue the opinion to the aggrieved party, the Program Director and any other individual named in the grievance. All information and documentation from the hearing must be stored in a secure file for confidentiality purposes.

4) Binding Arbitration

If the hearing official's decision is adverse to the aggrieved party or 60 calendar days after filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator. The disputing parties will jointly select the arbitrator. The arbitrator must be independent of the disputing parties.

If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from the aggrieved party, the California Volunteers office will appoint an arbitrator from a list of qualified arbitrators. An arbitration proceeding must be held no later than 45 calendar days after receiving a request for arbitration. If the Commission, however, selects the arbitrator, the proceeding must occur no later than 30 calendar days after the arbitrators' appointment.

The arbitrator must make a decision no later than 30 calendar days after the date the arbitration proceeding begins.

The cost of the arbitration proceeding must be divided evenly between parties of the arbitration. If, however, the Member prevails in the binding arbitration proceeding, the program must pay the cost of the proceeding and the prevailing parties attorney fees.

Remedies for grievances include, but are not limited to, reinstatement of a Member wrongfully suspended or dismissed along with credit for service hours missed and back living allowances.

A lawsuit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

21. AMENDMENTS TO THIS AGREEMENT

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

22. CERTIFICATION:

I certify that all of the statements made in this contract are true, correct, and complete, to the best of my knowledge, and are made in good faith.

Member's initials of understanding _____

23. AUTHORIZATION

The Member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all the 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.)

Member Name (Print) _____

Member Signature _____ **Date** _____

Parent/Guardian's Signature (if member is under 18 years of age) _____

Program Director _____
Signature