



Member Agreement

2009-2010 Program Year

All Members are responsible for adhering to established procedures detailed below. This agreement delineates the terms, conditions, and rules of participation of _____ (hereinafter referred to as the "Member") in the North Carolina Campus Compact NC-ACTS! AmeriCorps Program. (hereinafter referred to as "NC-ACTS!")

I. AMERICORPS REQUIREMENTS

1. Minimum Qualifications

The member _____ (Member Name) is enrolled in the NC-ACTS! program through _____ (College or University).

Member certifies that he/she is a United States citizen, a national, or a legal permanent resident and that he/she is at least 17 years of age and has obtained a high school diploma or is actively working toward a GED. Attach proof of legal residence or citizenship.

2. Terms of Service

- a) The Member's term of service begins on _____ and ends on _____.
- b) The Member will complete a minimum of 300 hours of service during the 2009-2010 academic year. A maximum of 20% of these hours may be indirect service/training activities. A Member who anticipates that he/she will have difficulty completing the required number of hours should notify their NC-ACTS! Campus Coordinator ahead of time in order to arrange opportunities for completing his/her required hours during the term of service. The Member may complete their required hours in a maximum of three service sites.
- c) The Member understands that in order to be eligible for serving a second term of service, he/she must be in good standing with NC-ACTS!. This means that the Member must serve at least 300 hours, which includes the satisfactory completion of all required training and reflection opportunities; must complete all required paperwork; and must follow all other rules and requirements set out in this document.
- d) A Member may only earn a maximum of two education awards in an AmeriCorps program during his/her lifetime. The Member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement. If the Member did not successfully finish his/her term, previous enrollment counts as a term of service for the purposes of education award eligibility. The Member understands that his/her failure to disclose to NC-ACTS! staff previous enrollment in another AmeriCorps program, including any history of having been released for cause from another AmeriCorps program, will render the Member ineligible to receive the education award.

3. Position Description

- a) The NC-ACTS! Campus Coordinator at this institution is _____. The name of the Member's direct Site Supervisor is shown in the Service Site Agreement.
- b) The Member agrees to fulfill his/her service as outlined in the Service Site Agreement.

4. Benefits

- a) Upon successful completion of one year of service, the Member will receive an education award from the National Service Trust. The value of this education award is \$1,000 for a Member who completes 300 hours of service.
- b) If the Member has received forbearance on a qualified student loan during the term of service, and the Member successfully completes the term of service, the National Service Trust will repay any interest that accrued on the loan during the term of service.

5. Rules of Conduct

- a) At all times, while acting in an official capacity, an AmeriCorps Member is expected to:

1. Demonstrate mutual respect toward others.
 2. Follow directions.
 3. Direct concerns, problems, and suggestions to your NC-ACTS! Campus Coordinator or the NC-ACTS! Program Director in the NC Campus Compact office.
- b) The Member understands that the following acts also constitute a violation of the program's rules of conduct:
1. Unauthorized tardiness.
 2. Unauthorized absences.
 3. Repeated use of inappropriate language (i.e. profanity) at a Service Site.
 4. Failure to wear appropriate clothing to service assignments.
 5. Stealing or lying.
 6. Any activity that may physically or emotionally damage other members of the program or people in the community.
 7. Possessing or using any 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.
 11. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
 12. Under the Drug-Free Workplace Act, you must immediately notify the NC-ACTS! Program Manager within days, 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.
- c) Member agrees to not participate in prohibited activities including:
1. Voter registration drives.
 2. Efforts to influence legislation, including state or local ballot initiatives, or lobbying for your program.
 3. Organizing a letter-writing campaign to Congress.
 4. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office.
 5. 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.
 6. Organizing or participating in protests, petitions, boycotts, or strikes.
 7. Assisting, promoting, or deterring union organizing.
 8. Impairing existing contracts for services or collective bargaining agreements.
 9. Engaging in religious instruction.
 10. Conducting worship services.
 11. Providing instruction as part of a program that includes mandatory religious instruction or worship.
 12. Constructing or operating facilities devoted to religious instruction or worship.
 13. Maintaining facilities primarily or inherently devoted to religious instruction or worship.
 14. Engaging in any form of religious proselytizing.
 15. Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, or an organization engaged in religious activities.
 16. Participating in activities that pose a significant safety risk to participants; and .
 17. Fundraising
 - a) In general, AmeriCorps Members cannot assist their organizations with major fundraising efforts. However, Corporation policy permits some limited activities related to fundraising by AmeriCorps Members to the extent that such activities:
 - Are not funding the agency's capital or operating costs;
 - Provide immediate and direct support to a specific and direct service activity;
 - Fall within the program's approved direct service objectives;
 - Are not the primary activity of the program;
 - Do not involve significant amounts of time for any Member;
 - Are less than 10% (30 hours) of the total 300 hours to be served

Examples of activities that would fit into one of the above-listed prohibited activities include:

- *Printing politically or religiously charged articles in a Corporation-funded newsletter or listserv.*

- *Taking part in political demonstrations or rallies.*
 - *Participating in an internship with a for-profit business as part of the education and training component of a program; or leading children in singing religious hymns.*
- d) In general, for violating the rules stated in section 5(a)(b)(c), the program will do the following (except in cases where during the term of service the Member has been charged with or convicted of a violent felony, or possession, sale or distribution of a controlled substance):
1. For the Member's first offense, an appropriate program official will issue a verbal warning to the Member and document that warning in Member's written file.
 2. For the Member's second offense, the NC-ACTS! Program Manager will issue a written warning and reprimand the Member, noting the offense in Member's written files.
 3. For the Member's third offense, the Member may be suspended for a period of time 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.
 5. The Member understands that he/she will be either suspended or released for cause for committing certain acts as described in section 5(a)(b) and (c) 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.

6. Release from Service

- a) The *NC-ACTS! AmeriCorps* program may release the Member from the term of service, due to compelling personal circumstances for the following reasons:
 1. The Member has a serious injury or illness that makes completing the term impossible;
 2. 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;
 3. The Member is drafted by the Armed Services of United States;
 4. Some other circumstance occurs that makes it impossible or very difficult for the Member to complete the term of service and NC-ACTS! staff deem the circumstance to be compelling. Compelling personal circumstances do not include leaving the program due to:
 - a. Change in class schedule or non-related work hours;
 - b. To obtain employment;
 - c. Because of dissatisfaction with the program.
- b) *NC-ACTS!* may suspend the Member's term if the Member has a serious injury or illness, death in the family, or other life condition, which requires an extended leave of absence and such leave is approved by the coordinator.
- c) If the Member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in this agreement, he/she will receive NO portion of the education award or interest payments described in this Agreement.
- d) A Member who is released for compelling personal circumstances and who has completed at least 15 % of the required term of service is eligible for a prorated Education Award.

7. Grievance Procedures

- a) The Member understands that the *NC-ACTS! AmeriCorps* 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 Program's grievance procedure, as stated in the appendix.
- c) In the event that informal efforts to resolve disputes are unsuccessful, *NC-ACTS! AmeriCorps* Members, labor unions, and other interested individuals may seek resolution through the following grievance procedures. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of members, and displacement of employees, or duplication of activities by AmeriCorps.
 1. **Optional Alternative Dispute Resolution (ADR):** ADR is available, but must be selected within 45 days of the underlying dispute. If an aggrieved party chooses ADR as a first option, a neutral party designated by the program will attempt to facilitate a mutually agreeable resolution. The neutral party

must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, non-binding, and informal. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings. If ADR is chosen by the aggrieved party, the deadlines for convening a hearing and of a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

2. **Grievance Hearing:** An aggrieved party may request a grievance hearing without participating in ADR or, if ADR is selected, if it fails to result in a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to the *NC-ACTS! Program Manager*. A request for a hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the aggrieved party information that it relied up on in its disciplinary decision. The program will arrange for one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing. They are 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 format of the pre-hearing conference may be flexible, involving meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the *NC-ACTS! Program Manager*. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. (*Note: To ensure impartiality in the hearing, programs may choose to designate some-one other than the program director to approve disciplinary actions regarding members, leaving the director available to conduct grievance hearings.*) A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.
3. **Binding Arbitration:** An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Corporation's Chief Executive Officer will appoint one within 15 calendar days after receiving a request from one of the parties. An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation's CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding. The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as the prevailing party's attorneys' fees.

II. NC-ACTS! MEMBER RESPONSIBILITIES AND PROCEDURES

1. Personnel Forms and Information

- a) Members are required to complete Monthly Time Logs and participate in structured reflection; complete forms including signatures of Member and Site Supervisor. Falsifying information on Monthly Time Logs constitutes grounds for immediate dismissal from the NC-ACTS! AmeriCorps Program.
- b) Members are responsible for providing changes of personal information to their *NC-ACTS! Campus Coordinator* e.g. schedule changes, telephone number, address, etc.
- c) Members are responsible for providing a permanent address for Research and Program Evaluation both during and after AmeriCorps participation.

2) General Requirements

- a) Members must complete and turn in all required paperwork on time.
- b) Members must attend all scheduled meetings, training sessions, and reflection. If a Member must be absent from a meeting, he/she remains responsible for all information disseminated at that meeting.
- c) Members must adhere to the Rules of Conduct as described in this Agreement.
- d) Members may address problems or issues regarding a *NC-ACTS!* procedure, policy, or staff member, including disputes concerning the Member's suspension, dismissal, service evaluation or proposed service

assignments, by using the Grievance Procedure described in section I (7).

3) Criminal Background Check

A Criminal Background Check must be completed on every member BEFORE they begin serving hours.

- a) If the service site where a member is serving requires a background check, a Criminal Record Check Verification Form must be sent with Enrollment Paperwork indicating where the background check report is located.
- b) If the service site does not require a background check, NC Campus Compact will facilitate the background check to be completed through Lexus Nexus and includes a search of the State Criminal Registry as well as the National Sex Offender registry. All such applicants will need to complete a Criminal Record Check Authorization Form.

There is the potential that the resultant data will indicate an individual’s prior felony and/or misdemeanor convictions. All prior convictions will be reviewed on a case-by-case basis, with the following being cause for immediate disqualification for service in AmeriCorps: a murder conviction or identification on the National Criminal Research Database as a sex offender.

III. 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. By signing this contract the member will also certify, under penalty of law, that she/he has a high school diploma or equivalency certificate or agrees to obtain one before using the education award. Before signing the contract please check and complete the appropriate information in the table below.

Mark Appropriate Certification	Institution and Location Where Degree Completed	Date of Completion
<input type="checkbox"/> High School Diploma		
<input type="checkbox"/> High School Equivalency Certificate		
<input type="checkbox"/> Expect to complete High School Diploma or Equivalency Before Using the Education Award		(Include expected date of completion)

IV. AGREEMENT OF PARTICIPATION

As a 2009-2010 NC-ACTS! AmeriCorps Member, I understand that I am responsible for adhering to the NC-ACTS! AmeriCorps program policies found in this document. Further, I understand that continued participation in the NC-ACTS! AmeriCorps program is contingent on my adherence to these policies. I understand that the NC-ACTS! AmeriCorps program staff may place me on probationary status, or may suspend or release me from AmeriCorps, for failure to comply with policies stated herein.

I understand that the NC-ACTS! AmeriCorps program keeps general information about Members (such as information requested in application and profile forms) in order to track overall program effectiveness. I understand that any information that is individually identifiable is held confidentially and may not be released to anyone other than NC-ACTS! AmeriCorps Program staff without my prior written permission.

This contract may be amended in writing by the NC-ACTS! AmeriCorps program. Such amendment requires the signatures of both parties.

Member Signature _____ Date: _____

Campus Coordinator Signature _____ Date: _____

Please sign and give the original to your NC-ACTS! Campus Coordinator. Please make a copy for your records.