



Corps Member Contract

This Member Contract is between the Young Adult Service Corps (YASC), a program of the Jobs for Montana's Graduates Foundation (JMFG) 931 North Last Chance Gulch, Suite 2, Helena, MT 59601 (hereinafter 'Program') & _____ (hereinafter 'Member'). Applicant's name

- I. **Purpose:** This agreement is intended to define the terms, conditions, and benefits of participation in the Young Adult Service Corps, referred to as YASC.
- II. **Member Qualifications:** The Member certifies that s/he is a United States citizen, a United States national or a lawful permanent resident, age 17-24 years and has furnished copies of required documentation of citizenship as defined by the Corporation for National and Community Service (CNCS), a valid driver's license or other picture ID.

The Member is a student in good standing at _____ School/Educational Program
OR

the Member has graduated with a diploma or GED from: _____

- III. **Terms of Service:** The Member's Term of Service begins _____ and ends upon completion of hours and exit paperwork or no later than 8.1.11. The Program and the Member may agree in writing to extend the Term of Service for the following reasons:

- 1. The Member's service has been suspended due to compelling personal circumstances; or
- 2. The Member's service has been terminated, but a grievance procedure has resulted in reinstatement.

- B. The Member will complete a minimum of 300 hours of service during the Term of Service.
- C. The Member understands that to be eligible to serve a second term of service with this Program, or another AmeriCorps program, s/he must receive satisfactory performance reviews for this Term of Service. Eligibility for a second term of service will be based on an end of term evaluation of the Member's performance during this Term of Service focusing on factors such as whether the Member has:
 - 1. Completed the required number of hours specified in the Member Contract;
 - 2. Satisfactorily completed assignments, tasks or projects; and
 - 3. Met criteria that was clearly communicated both orally and in writing at the beginning of the Term of Service, such as recruiting one volunteer and completing leadership activities.
- D. The Member understands, that eligibility for an additional term of service under this Program, or with another AmeriCorps program, does not guarantee selection or placement.
- E. JMFG does not discriminate on the basis of race, religion, sex, national origin, age, marital status, creed, physical or mental disabilities, color, or any other characteristics protected by the law. Reasonable accommodations will be provided to qualified individuals with known disabilities unless doing so would result in an undue hardship.

- IV. **YASC Site Supervisor:** _____ is employed by, or otherwise engaged with; the service site and has agreed to be the primary contact for YASC and the Member. *(The Member and the Program understand the Site Supervisor may change during the Term of Service and another primary contact may be designated)*

- V. **Position Description:** A position description shall specify contact information for the organization/school that has agreed to serve as a YASC partner (hereinafter Service Site) and with whom the Member will volunteer direct service hours as part of the Term of Service. The position description shall describe the community need and the service activities the Member will be expected to complete in order to meet the community need. The position description shall list the primary contact designated by the Service Site who agrees to serve as the Member's on site supervisor.

- A. The Member understands that in order to complete the required minimum number of hours for the 300-hour Term of Service it may be necessary to serve at more than one Site.
- B. The Member understands AmeriCorps prohibits certain types of fundraising activities as credible hours for the YASC, and the Member will not accrue hours if engaged in the following activities. The prohibited fundraising activities include activities to address:
 - 1. Costs of this Program, or any other AmeriCorps program;
 - 2. An organization's operating expenses, capital improvements or endowment;
 - 3. Writing grant applications for AmeriCorps funding or for any funding provided by CNCS; and
 - 4. For writing grant applications for funding provided by any other federal agencies.

VI. Member Responsibilities

- A. During the Term of Service, the YASC Member understands that s/he is required to recruit at least one (1) community volunteer (*non-AmeriCorps person*) to volunteer for a minimum of eight (8) hours of service *and* complete the community volunteer survey.
- B. The service hours spent in performance of the duties described in the Position Description are considered to be Direct Service hours (hereinafter "Direct Service") and shall be reported as such on the Monthly Time Sheet. The Member understands that s/he is required to complete a minimum of 240 direct service hours while serving at the Service Site(s).
- C. The hours spent in performance of the duties considered to be Member Development hours (hereinafter "Member Development") shall be reported as such on the Monthly Time Sheet. The Member understands that s/he is expected to prepare and complete a **Member Development Plan, submit Monthly Time Sheets** on a regular basis, **recruit at least one volunteer, complete leadership activities and complete an end of service exit packet.**
- D. **The Member understands that Monthly Time log submissions that are more than 2-3 months late may result in those hours not being counted *and* may jeopardize your enrollment.**
- E. The Member understands that to successfully complete the Term of Service at least eighty percent (80%) of the total service hours must be Direct Service hours and no more than twenty percent (20%) of the total service hours can be Member Development hours, furthermore, allowable fundraising activities are limited to ten percent (10%) of the total service hours.

VII. Benefits: Upon successful completion of the 300 hour Term of Service and program requirements, the Member *will* receive an Education Award from the National Service Trust in the amount of **\$1,000**.

- A. If the Member has not received a high school diploma or its equivalent at the time the Member's Term of Service has been successfully completed, the Member agrees to obtain a high school diploma, or its equivalent, before using the Education Award. (*This requirement can be waived only if the Member is enrolled in an institution of higher education on an ability to benefit basis.*)
- B. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program may render you ineligible to receive the Education Award.
- C. Members serving with the Young Adult Service Corps (YASC) are not eligible and not covered by any health benefits.

Members who may be called for jury duty will not be penalized. During the time that you as an AmeriCorps Member serve as a juror, you will continue to receive credit for your normal service hours. Members are encouraged to vote and are eligible to vote during service hours.

VII. Rules of Conduct: At *all* times while being perceived to be on duty, all AmeriCorps Members are expected to:

1. Demonstrate mutual respect towards others; Follow directions; and direct concerns, problems and suggestions to the Site Supervisor, and/or the YASC Program Director.
- D. While being perceived to be on duty as AmeriCorps, Please do not:
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 themselves or others; or
 3. Engage in any activities that are deemed to be prohibited by AmeriCorps.
- E. There are certain activities that YASC and AmeriCorps deem to be Prohibited Activities. Program Members and staff may *not* engage in any Prohibited Activity during the course of their duties, while charging time to the Program, or at the request of Program staff.

Prohibited Activities are:

1. Influencing legislation or an election;
 2. Assisting, promoting, or deterring union organizing;
 3. Engaging in religious instruction and/or conducting worship services;
 4. Engaging in any form of religious proselytism;
 5. Organizing or engaging in protests, petitions, boycotts, or strikes;
 6. Impairing existing contracts for services or collective bargaining agreements;
 7. 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;
 8. Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization;
 9. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 10. Voter registration drives; and
 11. Activities that CNCS determines will be prohibited upon notice to the Program.
- F. The Member understands the following acts also constitute a violation of the Program's rules of conduct:
1. Unauthorized tardiness and/or unexcused absences;
 2. Repeated use of inappropriate language;
 3. Failure to wear appropriate clothing to service assignments;
 4. Stealing or lying;
 5. Engaging in activity that may endanger Members of the Program and/or the community at large, in any way;
 6. Being under the influence of alcohol or illegal drugs before or during service activities; and
 7. Failing to notify the Program of any criminal arrests or conviction that occur *during* the Term of Service.
- G. In general, for violating the rules of conduct, 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, possession, sale or distribution of a controlled substance):
1. For the first offense, an appropriate Program official will issue a verbal warning to the Member;
 2. For the second offense, an appropriate Program official will issue a written warning;
 3. For the Member's third offense, the Member may be suspended for one day or more and will not receive credit for any service hours missed or accrued during that time period; and
 4. For the Member's fourth offense, the Program may release the Member for cause.
 5. During the Term of Service, the Member understands that s/he can be suspended and/or released for cause for committing acts that are determined by the Program to be detrimental or undermine the effectiveness of the Program including, but not limited to, being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

There is no requirement that the Program follow the sequence described in this paragraph in imposing a particular sanction. The seriousness of the occurrence will be considered relevant and/or violations of the rules may be considered as cumulative.

- H. Under the Drug-Free Workplace Act, if you are convicted under any criminal drug statutes, you *must* notify the Program within 5 days. Your participation in the Program is conditional upon compliance with this notice requirement and action may be taken in the event of a violation.

VIII. Release From the Terms of Service: The Member understands that s/he may be released for two reasons:

1. For cause; *or*
 2. For compelling personal circumstances.
- B. The Program may release the Member *for cause* for the following reasons:
1. The Member dropped out of the Program without obtaining a release for compelling personal circumstances from an appropriate Program official;
 2. The Member has been convicted of a violent felony or the possession, sale or distribution of a controlled substance during the Term of Service;
 3. The Member has committed a fourth offense of the rules of conduct defined in this agreement and the Program has acted in accordance with the provisions of this agreement related to violating the rules of conduct for the previous offenses; or
 4. Any other serious breach that in the judgment of the YASC Program Director, Service Site Supervisor and/or the JMGE Executive Director would undermine the effectiveness of the Program.
- C. If the Program releases the Member for cause, the Member will receive no portion of the Education Award. However, if the Program releases the Member for compelling personal circumstances, provided the Member has completed at least fifteen percent (15%) of the total number of hours required for the Term of Service, the Member may receive a prorated Education Award.
- D. The Program may release the Member from the Term of Service for *compelling personal circumstances* if:
1. The Member has a disability or serious illness that makes completing the Term of Service impossible;
 2. There is a serious injury, illness or death of a family member which makes completing the Term of Service 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 that makes it impossible or unreasonably difficult to complete the Term of Service (e.g. a natural disaster, a strike, relocation, or the premature closing of the Member's Service Site)
- E. Compelling personal circumstances *do not* include leaving the Program for the following:
1. To enroll in or attend school; obtain or maintain employment; or due to dissatisfaction with the Program
- F. The Program may suspend a Member's Term of Service for the following reasons:
1. During the Term of Service the Member's request for suspension due to compelling personal circumstances is approved by the Program. A suspension may not exceed two (2) years from the date of suspension. During the suspension, the Member may resume the Term of Service once the circumstances supporting the suspension have been resolved. If the Member does not resume the Term of Service within two (2) years of the date of suspension, the Member will be eligible for a partial Education Award accordance with the applicable provisions of this agreement;
 2. During the Term of Service the Member has been charged with a violent felony or the sale or distribution of a controlled substance; and/or that during the Term of Service the Member has been convicted of a first offense of possession of a controlled substance.
 3. For violating the rule of conduct provisions in this agreement.
- G. If the Member's Term of Service ends early, either for cause or for compelling personal circumstances, the Member's partially completed Term of Service is still considered as one (1) Term of Service. The prorated Education Award the Member may receive, or would have been eligible to receive, will count towards the total of two Education Awards an individual may receive through service with AmeriCorps.

H. AmeriCorps policy states 'Any individual released for cause who thereafter applies to serve in any AmeriCorps program must disclose the fact that s/he was released for cause to the Program to which the individual is applying. Failure to disclose that the individual was released for cause from another AmeriCorps Program will make the individual ineligible to receive the AmeriCorps Education Award.

IX. Grievance Procedures; In the event that informal efforts to resolve disputes are unsuccessful, JMGF 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, and issues related to non-selection of members, and displacement of employees, or duplication of activities by YASC or by AmeriCorps. The following options are available:

A. Alternative Dispute Resolution (ADR) – ADR is confidential, non-binding, and informal. ADR is available, but must be selected within forty-five (45) days of the 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. No communications or proceedings of ADR may be referred to at a grievance hearing or in the event of arbitration. 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 the hearing decision, thirty (30) and sixty (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/her right to request a hearing. If ADR does not resolve the matter within thirty (30) calendar days, the neutral party must again notify the aggrieved party of his/her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

B. 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 YASC Program Director or the JMGF Executive Director. 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 may make available to the aggrieved party information that it relied upon in its disciplinary decision. The Program will arrange for one or more pre-hearing conferences at a time mutually convenient to both 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. The YASC Program Director and/or the JMGF Executive Director conduct pre-hearing conferences.

The hearing will be conducted by the JMGF Executive Director or a party designated by the Program. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than thirty (30) calendar days after the filing of the grievance, and a written decision must be made no later than sixty (60) calendar days after the filing.

C. Binding Arbitration – an aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within sixty (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, CNCS' Chief Executive Officer will appoint one within fifteen (15) calendar days after receiving a request from one the parties.

An arbitration proceeding will be held no later than forty-five (45) calendar days after the request for arbitration, or no later than thirty (30) calendar days after the appointment of an arbitrator by CNCS' Chief Executive Officer. An arbitration decision will be made no later than thirty (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.

X. **Member Agreement Amendments:** This agreement may *only* be amended by written consent by both parties & such amendments shall be attached to this original.

XI. **Authorizations & Signatures:** The Member and the Program hereby acknowledge by their signatures that they have read, understand and agree to all terms and conditions of the Member Agreement. (*If you are under age eighteen (18), a parent/legal guardian must also sign.*)

YASC Applicant (*please print*): _____

Signature: _____ Date ____/____/____
(*Note: signature date must be on or before start date*)

Parent or Legal Guardian (*please print*): _____

Signature: _____ Date ____/____/____

In Case of Emergency, please contact:

Name & Relation: _____

Phone Numbers: home; _____ cell; _____

Please do Not write below this line, thank you!

YASC Program Director: Sarah R. Sadowski

Signature: _____ Date ____/____/____