

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative  
AmeriCorps Member Contract  
2009-2010 Program Year**

Thomas McGuire



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Thomas McGuire** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **06/12/2009** and ends on **8/12/2010**. The Program and 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 **910** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$6,035.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### **D. Unemployment Insurance**

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### **E. Child Care**

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameriCorps/](http://www.naccrra.org/ameriCorps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### **F. Education Award**

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a **\$4,725** education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

**G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

**H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
  1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## VIII. Release from Terms of Service

### A. Suspension

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### B. Release from Term of Service

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** If problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done"™ may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

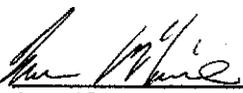
**XIV. Amendments**

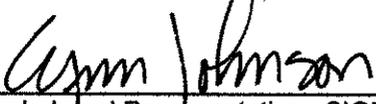
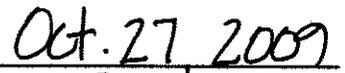
This contract may be changed or revised only by written consent of both parties.

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
	
_____ AmeriCorps Member – SIGNATURE	_____ Date
	
_____ AmeriCorps Member – PRINT NAME	
_____ Parent/Legal Guardian – SIGNATURE	_____ Date
_____ Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
	
_____ City of Lincoln Legal Representative - SIGNATURE	_____ Date
	
_____ City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

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**AmeriCorps Member Contract**  
2009-2010 Program Year

Gene LeDuc



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## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$6,035.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### D. Unemployment Insurance

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### E. Child Care

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameriCorps/](http://www.naccrra.org/ameriCorps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### F. Education Award

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a \$4,725 education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to \$2,362.50.
3. For successful completion of a minimum time term, the Member will receive an education award of \$1,000.00.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

#### **G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

#### **H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## VIII. Release from Terms of Service

### A. Suspension

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### B. Release from Term of Service

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** if problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done"™ may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

**XIV. Amendments**

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

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
	
_____ AmeriCorps Member – SIGNATURE	_____ Date
<u>Eugene J. LeDuc</u>	
_____ AmeriCorps Member – PRINT NAME	
_____	_____
Parent/Legal Guardian – SIGNATURE	Date
_____	
Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
	
_____ City of Lincoln Legal Representative - SIGNATURE	_____ Date
<u>Lynn Johnson</u>	
_____ City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative**  
**AmeriCorps Member Contract**  
2009-2010 Program Year

Rebekah Schimonitz



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Rebekah Schimonitz** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **06/23/2009** and ends on **8/23/2010**. The Program and 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 **910** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$6,035.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
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5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

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2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
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#### D. Unemployment Insurance

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

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6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

**G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

**H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## VIII. Release from Terms of Service

### A. Suspension

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### B. Release from Term of Service

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following:
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff, or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## IX. Grievances

### A. Resolution of Problems At Host Site

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. **Grievance Options.** if problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## X. **Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## XI. **Equal Opportunity**

- A. **The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity.** An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. **The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment.** Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.



**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative**  
**AmeriCorps Member Contract**  
2009-2010 Program Year

Michael Jackson



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Michael Jackson** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **06/01/2009** and ends on **8/1/2010**. The Program and 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 **1710** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### D. Unemployment Insurance

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### E. Child Care

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameri-corps/](http://www.naccrra.org/ameri-corps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### F. Education Award

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a **\$4,725** education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

#### **G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

#### **H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
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- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
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## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
1. Demonstrate mutual respect towards others;
  2. Follow directions; and
  3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  5. Stealing or lying;
  6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  2. Organizing a letter-writing campaign to congress;
  3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
  1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## **VIII. Release from Terms of Service**

### **A. Suspension**

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### **B. Release from Term of Service**

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** If problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

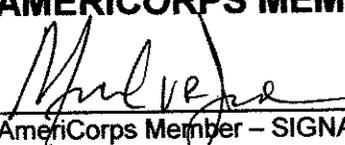
**XIV. Amendments**

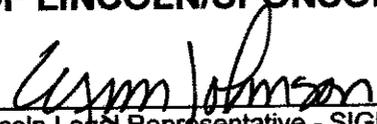
This contract may be changed or revised only by written consent of both parties.

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
 _____ AmeriCorps Member – SIGNATURE	<u>5-29-09</u> _____ Date
<u>Michael / U R Jackson</u> _____ AmeriCorps Member – PRINT NAME	
_____ Parent/Legal Guardian – SIGNATURE	_____ Date
_____ Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
 _____ City of Lincoln Legal Representative - SIGNATURE	<u>Oct. 27, 2009</u> _____ Date
<u>Lynn Johnson</u> _____ City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative  
AmeriCorps Member Contract  
2009-2010 Program Year**

Terri Maschka



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Terri Maschka** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **07/01/2009** and ends on **8/01/2010**. The Program and 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 **1710** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### D. Unemployment Insurance

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### E. Child Care

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameriCorps/](http://www.naccrra.org/ameriCorps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### F. Education Award

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a \$4,725 education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to \$2,362.50.
3. For successful completion of a minimum time term, the Member will receive an education award of \$1,000.00.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

#### **G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

#### **H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
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    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
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  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff, or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** if problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## X. **Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## XI. **Equal Opportunity**

- A. **The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity.** An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. **The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment.** Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

**XIV. Amendments**

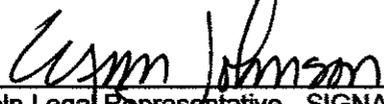
This contract may be changed or revised only by written consent of both parties.

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
	<u>06/19/09</u>
AmeriCorps Member – SIGNATURE	Date
<u>Ferri A Maschka</u>	
AmeriCorps Member – PRINT NAME	
_____ Parent/Legal Guardian – SIGNATURE	_____ Date
_____ Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
	<u>Oct. 27, 2009</u>
City of Lincoln Legal Representative - SIGNATURE	Date
<u>Lynn Johnson</u>	
City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative**  
**AmeriCorps Member Contract**  
2009-2010 Program Year

Shelly Stacey



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Shelly Stacey** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **07/06/2009** and ends on **8/06/2010**. The Program and 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 **1710** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### **D. Unemployment Insurance**

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### **E. Child Care**

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameri-corps/](http://www.naccrra.org/ameri-corps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### **F. Education Award**

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a \$4,725 education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to \$2,362.50.
3. For successful completion of a minimum time term, the Member will receive an education award of \$1,000.00.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

#### **G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

#### **H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
  1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## VIII. Release from Terms of Service

### A. Suspension

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### B. Release from Term of Service

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
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  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
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    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
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    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done"™ may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

**XIV. Amendments**

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

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

**AMERICORPS MEMBER**

Michele Stacey \_\_\_\_\_ 6/17/2009  
 AmeriCorps Member – SIGNATURE Date

Michele Stacey \_\_\_\_\_  
 AmeriCorps Member – PRINT NAME

\_\_\_\_\_  
 Parent/Legal Guardian – SIGNATURE Date

\_\_\_\_\_  
 Parent/Legal Guardian – PRINT NAME

**CITY OF LINCOLN/SPONSOR**

Lynn Johnson \_\_\_\_\_ Oct. 27, 2009  
 City of Lincoln Legal Representative - SIGNATURE Date

Lynn Johnson \_\_\_\_\_  
 City of Lincoln Legal Representative - PRINT NAME

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor \_\_\_\_\_

\_\_\_\_\_ Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative  
AmeriCorps Member Contract  
2009-2010 Program Year**

Kathy Flowers



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Kathy Flowers** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  2. Be at least 17 years of age; and
  3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  1. Criminal record checks; and
  2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **07/17/2009** and ends on **8/17/2010**. The Program and 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 **1710** hours of service during the term of service.
  1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### **D. Unemployment Insurance**

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### **E. Child Care**

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameriCorps/](http://www.naccrra.org/ameriCorps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### **F. Education Award**

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a **\$4,725** education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

**G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

**H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
  1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## **VIII. Release from Terms of Service**

### **A. Suspension**

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### **B. Release from Term of Service**

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** If problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
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has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
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  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

**XIV. Amendments**

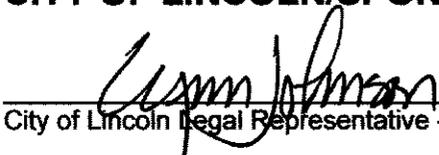
This contract may be changed or revised only by written consent of both parties.

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
	
_____ AmeriCorps Member – SIGNATURE	7-18-09 _____ Date
Kathy M Flowers _____ AmeriCorps Member – PRINT NAME	
_____ Parent/Legal Guardian – SIGNATURE	_____ Date
_____ Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
	
_____ City of Lincoln Legal Representative - SIGNATURE	Oct. 27, 2009 _____ Date
Lynn Johnson _____ City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative  
AmeriCorps Member Contract  
2009-2010 Program Year**

Ryan Docken



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Ryan Docken** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **06/01/2009** and ends on **8/1/2010**. The Program and 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 **1710** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### **D. Unemployment Insurance**

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### **E. Child Care**

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameriCorps/](http://www.naccrra.org/ameriCorps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### **F. Education Award**

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a **\$4,725** education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

#### **G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

#### **H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## VIII. Release from Terms of Service

### A. Suspension

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### B. Release from Term of Service

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** if problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
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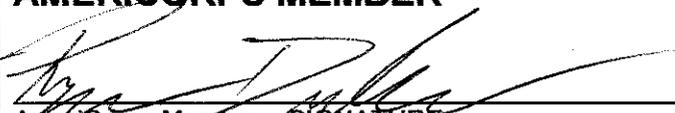
**XIV. Amendments**

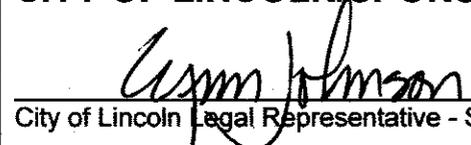
This contract may be changed or revised only by written consent of both parties.

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
	<u>6-1-09</u>
AmeriCorps Member – SIGNATURE	Date
<u>RYAN DOCKET</u>	
AmeriCorps Member – PRINT NAME	
_____	_____
Parent/Legal Guardian – SIGNATURE	Date
_____	
Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
	<u>Oct. 27, 2009</u>
City of Lincoln Legal Representative - SIGNATURE	Date
<u>Lynn Johnson</u>	
City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative**  
**AmeriCorps Member Contract**  
2009-2010 Program Year

Bryan Brogren



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Bryan Brogren** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  2. Be at least 17 years of age; and
  3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  1. Criminal record checks; and
  2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **07/17/2009** and ends on **8/17/2010**. The Program and 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 **1710** hours of service during the term of service.
  1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### D. Unemployment Insurance

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### E. Child Care

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameriCorps/](http://www.naccrra.org/ameriCorps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### F. Education Award

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a **\$4,725** education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

**G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

**H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## VIII. Release from Terms of Service

### A. Suspension

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### B. Release from Term of Service

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** if problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

**XIV. Amendments**

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

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
	<u>7-17-09</u>
AmeriCorps Member – SIGNATURE	Date
<u>Bryan Brogren</u>	
AmeriCorps Member – PRINT NAME	
_____	_____
Parent/Legal Guardian – SIGNATURE	Date
_____	
Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
	<u>Oct. 27, 2009</u>
City of Lincoln Legal Representative - SIGNATURE	Date
<u>Lynn Johnson</u>	
City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative**  
**AmeriCorps Member Contract**  
2009-2010 Program Year

Brent Schmoker



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Brent Schmoker** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **06/01/2009** and ends on **8/1/2010**. The Program and 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 **1710** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

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1. Complete the required term of service and meet or exceed the service hours requirement for their position;
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- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400.00** to be paid **bi-weekly**.
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3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
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1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

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1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### D. Unemployment Insurance

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### E. Child Care

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameri-corps/](http://www.naccrra.org/ameri-corps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### F. Education Award

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a **\$4,725** education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

#### **G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

#### **H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
- E. **Fundraising.** Fundraising is allowable if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member. The Member should secure written permission from his/her site supervisor before engaging in any fundraising activities.

## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
  1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## VIII. Release from Terms of Service

### A. Suspension

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### B. Release from Term of Service

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** If problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

**XIV. Amendments**

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

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
<u>Brent Schmaker</u> AmeriCorps Member – SIGNATURE	<u>6/11/09</u> Date
<u>Brent Schmaker</u> AmeriCorps Member – PRINT NAME	
_____ Parent/Legal Guardian – SIGNATURE	_____ Date
_____ Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
<u>Lynn Johnson</u> City of Lincoln Legal Representative - SIGNATURE	<u>Oct. 27, 2009</u> Date
<u>Lynn Johnson</u> City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date

**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative  
AmeriCorps Member Contract  
2009-2010 Program Year**

Alex Leonard



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Alex Leonard** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **07/17/2009** and ends on **8/17/2010**. The Program and 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 **1710** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### **D. Unemployment Insurance**

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

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1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameri-corps/](http://www.naccrra.org/ameri-corps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### **F. Education Award**

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2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
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5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
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8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

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2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

**H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
4. Payment will only be made to the loan holder.
5. The payment, like payments from the Member's education award, is considered taxable income in the year the payment is made.
6. If the Member obtains loan forbearance at the beginning of their term of service, they will receive an Interest Accrual Form with their education award voucher after completing their service. The Member then sends this to the loan holder who will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment.
7. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is taxable.
8. Student loans that are in default may not be eligible for forbearance.

## V. Position Description & Evaluations

- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
- B. **Performance Evaluations.** Two Member evaluations are required during the term of service. At a minimum, evaluations are due at mid-term and at end-of-term. Corrective action issues will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule.

## VI. Rules of Conduct

- A. **General Expectations.** At all times while acting in an official capacity as an AmeriCorps Member, the Member is expected to comply with the following.
  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
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## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
  1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## **VIII. Release from Terms of Service**

### **A. Suspension**

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### **B. Release from Term of Service**

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** if problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.



**“GETTING THINGS DONE”**

**Recovery-Go Green Initiative  
AmeriCorps Member Contract  
2009-2010 Program Year**

Kelly Heavey



## I. Purpose of Contract

- A. The purpose of this contract is to describe the terms, conditions, and rules of membership regarding the participation of the AmeriCorps Member.
- B. Contract is entered into between **Kelly Heavey** (hereinafter referred to as "Member") and the **Recovery-Go Green Initiative** (hereinafter referred to as the "Program").
- C. Contract provides information about Member benefits, rights and responsibilities, and other expectations and conditions which govern the term of service. The Contract should not be signed by any party without reviewing the detailed terms outlined in the document. Each signature at the end of this document constitutes an agreement and promise to comply with all program requirements.

## II. Member Eligibility

- A. **Eligibility Requirements.** To be eligible to enroll in AmeriCorps, the individual must meet the following requirements.
  - 1. Be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
  - 2. Be at least 17 years of age; and
  - 3. Have a high school diploma or GED or work towards obtaining one while in the program. It is a requirement to obtain a high school diploma or GED before one is eligible to use the Education Award.
- B. **Criminal Record Checks.** If the Member will have substantial direct contact with children or other vulnerable populations (as defined by state law), he or she must consent and fully cooperate with the following.
  - 1. Criminal record checks; and
  - 2. Other personal reviews deemed necessary to ensure the safety of the community and those served.
  - 3. The documentation must be maintained according to state disclosure laws.

## III. Terms of Service

- A. The Member's term of service begins on **06/01/2009** and ends on **8/1/2010**. The Program and 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 **1710** hours of service during the term of service.
  - 1. Full-Time Members **must** serve 1700 hours during a period of not less than nine months and not more than fifteen months.
  - 2. Half Time Member **must** serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - 3. Reduced Half-Time Members **must** serve at least 675 hours over a time not to exceed one year.

4. Quarter-Time Members **must** serve at least 450 hours over a time not to exceed one year.
  5. Minimum Time Members **must** serve at least 300 hours over a time not to exceed one year.
- C. The Member understands that to successfully complete the term of service as defined by the Program and consistent with the regulations of the Corporation for National and Community Service (CNCS), the Member must:
1. Complete the required term of service and meet or exceed the service hours requirement for their position;
  2. Ensure satisfactory completion of service assignments, tasks, or projects; and
  3. Attend trainings and satisfactorily complete education/training, assignments, reports and all service-learning and related requirements.
- D. To be eligible to serve for a second term of service the Member must receive satisfactory performance evaluations for any previous term of national service. The Member understands that simple eligibility for an additional term of service does not guarantee selection or placement.

## **IV. Benefits**

### **A. Living Allowance**

1. The Member will receive a living allowance of **\$11,400.00** to be paid **bi-weekly**.
2. The AmeriCorps Members' living allowance is subject to deductions for: federal income tax, Workers' Compensation, Social Security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4.
3. Members are **required** to use direct deposit so their living allowance is deposited directly into their checking or savings account.
4. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance for services rendered while serving as an AmeriCorps Member. This prohibition does not limit the possibility of securing supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service.
5. AmeriCorps Members are not in an employee relationship with the federal government, the program, or the site sponsor for unemployment compensation purposes and, therefore, are not covered by unemployment compensation.

### **B. Health Insurance**

1. All full-time AmeriCorps Members will receive health insurance at no cost to the Member.
2. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government.

### **C. Workers' Compensation**

1. AmeriCorps Members are covered by Department of Labor and Industries Workers' Compensation for service-related accidents.
2. Coverage provides compensation for illness or injury if it is caused or aggravated by the performance of the Member's authorized duties.

3. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
4. This coverage will pay medical benefits to Members in case of injury while performing the usual and customary duties of their project assignment. It does not pay for time lost due to the injury. Accidents should be reported to the Project Supervisor immediately.

#### **D. Unemployment Insurance**

1. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists.
2. Nebraska Revised Statute § 48-604 (sp. 6 u) states service performed by an individual who is a participant in the National and Community Service State Grant Program also known as AmeriCorps, does not qualify for unemployment insurance because a participant is not considered an employee of the program in which the participant is enrolled pursuant to P.L. 42 U.S.C. 12511(17)(B), as such section existed on September 2001.

#### **E. Child Care**

1. Full-time Members may receive a child care subsidy while they participate in national service.
2. In order to receive the subsidy, the Member's family must be income eligible and the child's or children's caregiver must be considered a legal provider in the state.
3. Reimbursement rates and eligibility will be determined by the National Association of Child Care Resource & Referral Agencies (NACCRRA; [www.naccrra.org/ameri-corps/](http://www.naccrra.org/ameri-corps/)) and will be based on locally established guidelines.
4. Full-time Members are eligible for child care benefits if they meet the following requirement.
  - a. Are parents or custodians of dependents under 13 years of age who reside with them;
  - b. Need child care in order to participate;
  - c. Are not receiving child care from another available source at the time of acceptance into the program; and
  - d. Have a family income that does not exceed the state's income eligibility guidelines
5. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

#### **F. Education Award**

1. Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a **\$4,725** education award.
2. For successful completion of a part-time term, the Member will receive an education award of up to **\$2,362.50**.
3. For successful completion of a minimum time term, the Member will receive an education award of **\$1,000.00**.
4. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education including certain vocational programs, or to pay current expenses while participating in an approved school-to-work program.

5. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award.
6. The education award is taxable.
7. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
8. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

#### **G. Loan Forbearance**

1. AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are earning an education award. The postponement, called forbearance, is not automatic. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate.
2. Members must request forbearance from their loan holder using the National Service Forbearance Request Form or on-line system.
3. The National Service Trust does not grant forbearance; the loan holders do. The Program will verify Membership in AmeriCorps and forward written documents, if used, to the loan holder.

#### **H. Payment of Interest on Qualified Student Loans**

1. Upon successful completion of a term of service the National Service Trust will pay, on behalf of the borrower, all or a portion of the interest that accrued on a qualified student loan during the Member's term of service.
2. A qualified student loan is (a) any loan, made, insured or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; (b) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and (c) any loan determined by an institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency.
3. The loan must have been in forbearance, deferment or a grace period during this period.
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- A. **Position Description.** The Member will receive a Position Description that is unique to their national service position. The Position Description includes, at a minimum, the typical hours of service, location of service, and a description of the Member's service activities. Because of the diversity of roles, the Position Description is not included as part of the Member Contract but incorporated by reference.
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  - 1. Demonstrate mutual respect towards others;
  - 2. Follow directions; and
  - 3. Direct concerns, problems and suggestions to their immediate supervisor.
- B. **Unauthorized Conduct.** The Member understands that the following acts 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 service gear to service assignments;
  - 5. Stealing or lying;
  - 6. Engaging in any activity that may physically or emotionally damage the 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 or being under the influence of alcoholic beverages during the performance of service activities or training; or
  - 9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- C. **Prohibited Activities.** At no time may the Member engage in any activity that is illegal under local, state or federal law, engage in activities that pose a significant safety risk to others or engage in any AmeriCorps prohibited activities that include:
  - 1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program;
  - 2. Organizing a letter-writing campaign to congress;
  - 3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

4. 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;
  5. Voter registration drives;
  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, 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 proselytizing;
  10. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
  11. Participating in activities that pose a significant safety risk to participants; and
  12. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.
- D. **Activities on Personal Time.** Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.
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## VII. Disciplinary Guidelines for Improper Conduct

- A. Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the site sponsor or its project will be subject to review by the Program Director and disciplinary action may be taken.
- B. The following guidelines provide AmeriCorps Members and site sponsors with standards regarding disciplinary steps for improper conduct.
  1. **Serious Improper Conduct.** In some cases the situation may be so serious that some or all of the progressive discipline steps will not be followed such as 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.
  2. **Progressive Discipline Steps**
    - a. For the Member's first offense, the Supervisor will issue a verbal warning to the Member.
    - b. For the Member's second offense, the Supervisor will issue a written warning and correction plan to be signed by both the supervisor and the Member.
    - c. 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.

- d. For the fourth offense, the Member may be released for cause.

## **VIII. Release from Terms of Service**

### **A. Suspension**

1. AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Section VII of the Member Contract.
2. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award.
3. The Program Director will determine the number of days of suspension.

### **B. Release from Term of Service**

1. AmeriCorps Members may be released from the program for compelling personal circumstances or cause.
2. If the Member is released from service for cause he or she will cease to receive all benefits outlined under Section IV of this contract.
3. Compelling Personal Circumstances
  - a. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service and must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date.
  - b. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause.
  - c. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify issuance of an education award.
  - d. The Member understands that, as a result of this action, she or he may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
  - e. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to the following.
    - 1) A Member's disability or serious illness;
    - 2) Disability, serious illness, or death of a Member's family Member if this makes completing the term unreasonably difficult or impossible;
    - 3) Military service obligations; or
    - 4) Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.
  - f. Compelling personal circumstances do not include leaving the program:
    - 1) To enroll in school;

- 2) To obtain employment; or
- 3) Because of dissatisfaction with the program.

4. Cause

- a. A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:
  - 1) Refusing to serve or participate in program activities;
  - 2) Being habitually tardy or having unexcused absences;
  - 3) Failing to follow program rules and guidelines;
  - 4) Consistently failing to follow supervisor's instructions;
  - 5) Conduct which substantially diminishes or interferes with the member's effectiveness as a member of the program;
  - 6) Showing disrespect for other AmeriCorps members, agency staff, or any person of the public;
  - 7) Illegal possession of a controlled substance or illegal drug use while on service or training activities;
  - 8) Reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects;
  - 9) Consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events including training institutes;
  - 10) Being convicted of a felony or possession of a controlled substance;
  - 11) Being charged with a violent felony or the sale or distribution of a controlled substance;
  - 12) Destroying property or stealing;
  - 13) Fighting, provoking a fight, or making threats of violence;
  - 14) Possessing any type of weapon while on duty;
  - 15) Lying or falsifying information provided to program staff; or
  - 16) Any Serious Breach that, in the judgment of the Program Director, would undermine the effectiveness of the Program.
- b. Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section X of the Member Contract.

## **IX. Grievances**

### **A. Resolution of Problems At Host Site**

1. The Program will work to resolve Member and site sponsor problems as soon as they arise. Problems should be settled at the site level, so that the Member can remain in continuous effective service.
  2. The grievance procedures apply to service-related issues, such as suspension, release for cause, and denial of AmeriCorps education award.
- B. Grievance Options.** if problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.
1. Optional Alternative Dispute Resolution (ADR)
    - a. ADR must be agreed to within 45 days of the underlying dispute.
    - b. If both the Member and Program choose ADR as a first option, a neutral party designated by the Program will attempt to facilitate a mutually agreeable solution.
    - c. The neutral party must not have participated in any previous decisions concerning the issue in dispute.
    - d. ADR is confidential, non-binding, and informal.
    - e. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages.
    - f. The neutral party may not participate in subsequent proceedings.
    - g. If ADR is chosen by the Member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR.
    - h. 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.
    - i. 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.
    - j. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.
  2. Grievance Hearing
    - a. If a Member or the Program declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the Member may request a grievance hearing.
    - b. The Member must make a written request for a hearing to the Program Director. The Member's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
    - c. A request for a hearing must be made within one year after the date of the alleged occurrence.
    - d. At the time a request for a hearing is made, the program should make available to the Member information that it relied upon in its disciplinary decision.
    - e. Pre-Hearing Conference. The program may 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 and 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 a hearing. The format of pre-hearing conferences may be flexible, involving

meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Program Director or Director's designee.

- f. The hearing will be conducted by the Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute.
- g. 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

- a. An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance.
- b. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.
- c. 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.
- d. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.
- e. 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 attorney fees.

## **X. Drug Free Workplace Act**

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

## **XI. Equal Opportunity**

- A. The Program abides by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by the Program. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The Program agrees to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct and

has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

- C. If the Member believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy, he or she should contact the Site Supervisor or Program Director.
- D. CNCS encourages, but does not require, volunteers, service participants, and others to first bring concerns about discrimination to the director or appropriate personnel of the program.
- E. The individual may also raise his or her concerns with the Corporation's Equal Opportunity Office.
  - 1. Discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.
  - 2. Contact information for the Equal Opportunity Office is (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), or by email at [eo@cns.gov](mailto:eo@cns.gov).
  - 3. The Corporation's Equal Opportunity Office attempts to resolve a concern about discrimination promptly and when possible uses an informal conciliation process to do so.

## **XII. Confidentiality**

- A. The Member understands and respects that he or she will be exposed to and will work with information relating to specific program participants or practices that are to be held in the strictest confidence.
- B. The Member understands that such information may not be released for any purpose not specifically authorized by his or her Site Supervisor or Program Director.
- C. The Member understands that this confidentiality remains in effect after the term of service ends.

## **XIII. Media: Consent & Standards**

### **A. Informed Consent**

- 1. The Member assigns all rights to the Program, the Nebraska Volunteer Service Commission, and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes.
- 2. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

### **B. Appropriate Use Program Names and Logos**

- 1. The terms AmeriCorps, Corporation for National & Community Service, Nebraska Volunteer Service Commission, and their corresponding program names and logos are protected.
- 2. The phrase "The AmeriCorps National Service Network" or an "AmeriCorps® Program" and the slogan "Getting Things Done™" may only be used on materials in accordance with Corporation guidelines and requirements.
- 3. The AmeriCorps logo cannot be altered. No logos can be altered.

**XIV. Amendments**

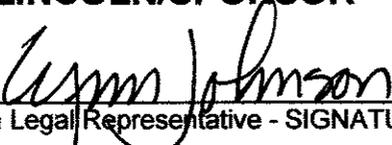
This contract may be changed or revised only by written consent of both parties.

**XV. 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.

**IN WITNESS THEREOF**, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

<b>AMERICORPS MEMBER</b>	
	
_____ AmeriCorps Member – SIGNATURE	6/1/09 _____ Date
Kelly Heavey _____ AmeriCorps Member – PRINT NAME	
_____ Parent/Legal Guardian – SIGNATURE	_____ Date
_____ Parent/Legal Guardian – PRINT NAME	

<b>CITY OF LINCOLN/SPONSOR</b>	
	
_____ City of Lincoln Legal Representative - SIGNATURE	Oct. 27, 2009 _____ Date
Lynn Johnson _____ City of Lincoln Legal Representative - PRINT NAME	

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Date