

## MEMBER CONTRACT

### Agreement of Participation in the Notre Dame AmeriCorps (NDA) Program 2019-2020

#### I Purpose

The purpose of this agreement is to delineate the terms, conditions, and rules of membership regarding the participation of \_\_\_\_\_ (hereinafter referred to as "Member") in the Notre Dame AmeriCorps (NDA) Program (hereinafter referred to as the "Program"), a program of Notre Dame Mission Volunteers.

#### II Minimum Qualifications

- (a) The member certifies that they are a United States citizen, a national, or a legal permanent resident and at least 17 years of age.
- (b) Member must have a high school diploma or GED, or agree to obtain one while serving.
- (c) Member must consent to a National Service Criminal History Check; service is contingent upon results.

Criminal history checks must be completed unless the member is serving a consecutive term in the Program with a break in service of no more than 120 days. A change in service states will result in an additional state-level check, even in the case of consecutive service.

Members will have an opportunity to review and challenge the factual accuracy of a result before action is taken to exclude the individual from the position.

Individuals for whom the results of a required criminal history check are pending are not permitted to have access to children, persons age 60 or older, or individuals with disabilities without being accompanied by an authorized program representative who has previously been cleared for such access.

#### III Terms of Service

- (a) The Member's term of service begins on \_\_\_\_\_, and ends on Friday, July 24, 2020. This term of service may be extended by the Member and Program, in writing, if the Member's service has been suspended due to compelling personal circumstances, if the Member's service has been terminated but a grievance procedure has resulted in reinstatement, or by other mutually agreed upon terms.
- (b) The Member will **complete the contracted year of service as stated above, and a minimum of 1700 hours (preferably more) of service during this period**. Of these hours, a maximum of 20% of these hours may be training, education, or other similar approved activities.

- (c) The Member understands that in order to successfully complete the term of service (as defined by the Program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must satisfactorily complete program requirements as defined by this contract and the staff of the program, complete at least 1700 hours of service for full-time members, pre-service training, and the appropriate education/training that relates to the Member's ability to perform service (i.e. CPR, first aid, mediation and conflict resolution skills, or service-learning activities.)
  - (1) The member understands that breaks and mealtimes cannot be counted towards the total number of hours served during his or her term. The member understands he/she is entitled, and expected, to take one 30-minute lunch break each day, and that this break may not be counted toward the hours logged on timesheets.
- (d) The Member understands that in order to be eligible for serving an additional term of service, the Member must receive satisfactory performance reviews for any previous term of service. The Member's eligibility for an additional term of service will be based on at least a mid-term and an end of term evaluation of the Member's performance focusing on factors such as whether the Member has:
  - (1) completed the required number of hours;
  - (2) satisfactorily completed assignments, tasks or projects;
  - (3) satisfactorily adhered to the Rules of Conduct stipulated in Article V of this contract; and
  - (4) met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.
- (e) The Member understands, however, that mere eligibility for an additional term of service does not guarantee selection of placement.

**IV Member Position Description** (See attached Member Position Description)

**V Benefits**

- (a) The Member will receive from the Program the following benefits -
  - (1) a living allowance of up to \$13,992, distributed in bi-weekly increments of \$583.00 for the duration of the Member's term of service. The living allowance is taxable.
  - (2) health care insurance.
  - (3) a child care allowance to be distributed directly to the service provider, if the Member qualifies for the allowance. (This allowance will be distributed evenly over the term of service on a monthly basis by GAP Solutions, Inc.)
  - (4) general liability coverage, including coverage of members engaged in on- and off-site project activities.
- (b) Upon successful completion of the Member's full-time term of service, the Member will receive an education award of a value of \$6,095 from the National Service Trust.
  - (1) Prior to using the education award, the Member agrees (in the event the Member has not yet received a high school diploma or its equivalent, including an alternative

diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent (unless the Member is enrolled in an institution of higher education on an ability to benefit basis or the Program has waived this requirement due to the results of the Member's education assessment);

- (2) The Member understands that his/her failure to disclose to the Program any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.
- (c) If the Member has received forbearance on a qualified student loan during the term of service, and the Member successfully completes the term of service, the National Service Trust will repay any interest that accrued on the loan during the term of service. These interest payments are taxable.

## **VI Rules of Conduct**

(a) The Member is expected to, at all times while acting in an official capacity as an AmeriCorps Member:

- (1) demonstrate mutual respect toward others;
- (2) follow directions;
- (3) direct concerns, problems, and suggestions to his/her Site Director.

(b) The Member understands that the following acts are prohibited for AmeriCorps members while accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or Corporation. \*

- (1) Participation in efforts to influence legislation (including state or local ballot initiatives), such as lobbying (including lobbying for your own program), organizing a letter-writing campaign to Congress, taking part in political demonstrations or rallies.
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Printing politically charged articles in a Corporation-funded newsletter or listserv;
- (8) 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 proselytization;
- (9) Projects that pose undue safety risks;
- (10) Assignments that displace employees;
- (11) Fundraising, including preparing grant proposals, performing other fundraising activities to support an organization's general operating expenses, and providing fund

raising assistance to other community-based organizations that do not provide immediate and direct support to a member's approved direct service activity. (Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an acceptable direct service and provided that they are not the Program's primary activity or involve significant amounts of an individual member's time. Fundraising hours may not exceed 10% of a member's originally agreed upon term of service.)

- (12) Administrative work, unless it benefits the member's approved direct service activities.
- (13) Providing a direct benefit to—
  - (i) A business organized for profit;
  - (ii) A labor union;
  - (iii) A partisan political organization;
  - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- (14) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- (15) Providing abortion services or referrals for receipt of such services; and
- (16) Such other activities as the Corporation may prohibit.

\*Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

(c) At no time, while the Member is acting as representative of AmeriCorps or wearing AmeriCorps service gear, may the Member -

- (1) engage in any activity that is illegal under local, state or federal law;
- (2) engage in activities that pose a significant safety risk to others.

(d) The Member understands that the following acts will also constitute a violation of the Program's rule of conduct:

- (1) unauthorized tardiness;
- (2) unauthorized absences;
- (3) repeated use of inappropriate language (i.e. profanity) at service site;
- (4) failure to wear appropriate clothing to service assignments;
- (5) stealing or lying;
- (6) engaging in activity that may physically or emotionally damage other Members and staff of the Program or members of the community;
- (7) possessing or using any illegal drugs during the term of service;
- (8) consuming alcoholic beverages during the performance of service activities;

- (9) being under the influence of alcohol or any illegal drugs during performance of service activities;
  - (10) failure to notify the Program of any criminal arrest or conviction that occurs during the term of service; or
  - (11) engaging in any activity that undermines the overall effectiveness of the Program.
- (e) If the Member is charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance during the term of service, the Member will be suspended or terminated from the Program immediately.
- (f) In cases of other violations of the above stated rules, the Program will determine the appropriate disciplinary action in accordance with the following guidelines, provided that the program reserves the right to deviate from the guidelines based on individual circumstances:
- (1) for the Member's first offense, an appropriate Program official generally will issue a verbal warning to the Member;
  - (2) for the Member's second offense, an appropriate Program official generally will issue a written warning and reprimand to the Member;
  - (3) for the Member's third offense, the Member may be suspended for one day or more without compensation and will not receive credit for any service hours missed;
  - (4) for the fourth offense, the Program may release the Member for cause.
- (g) The Program reserves the right to release the Member for cause if, in the opinion of the Program Director, his/her conduct undermines the effectiveness of the Program or the project to which he/she is assigned.
- (h) The Program may release the Member for cause if, in the opinion of the Program Director, he/she repeatedly or periodically continues to demonstrate inappropriate behavior by engaging in a pattern of misconduct.
- (i) The Member understands that he/she may be either suspended or released for cause whether or not he/she has received any prior verbal or written warning.

## **VII Release from Term of Service**

- (a) The Member understands that he/she may be released for the following two reasons:
- (1) for cause, as explained in paragraph (b) of this section; or
  - (2) compelling personal circumstances as defined in paragraph (c) of this section.
- (b) The Program will release the Member for cause for the following reasons:
- (1) the Member has dropped out of the Program without obtaining a release for compelling personal circumstances from the appropriate Program official;
  - (2) during the term of service the Member has been convicted of violent felony or the sale or distribution of a controlled substance;
  - (3) the Member has committed a fourth offense in accordance with paragraph (f) of section VI of this agreement; or
  - (4) any other serious breach that in the judgment of the Director of the Program would undermine the effectiveness of the program.

(c) The Program may release the Member from the term of service, due to compelling personal circumstances if -

- (1) the Member has a serious injury or illness that makes completing the term impossible;
- (2) there is a serious injury, illness or death of an immediate family member and the Member is needed to care for that family member or take over the duties of the family member;
- (3) the Member is drafted by the Armed Service of the United States; or
- (4) some other circumstance occurs that the Program considers in its judgment to be compelling, i.e. that makes it impossible or very difficult for the Member to complete the term of service.

(d) The Program will suspend the Member's term of service for the following reasons:

- (1) during the term of service the Member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the Member is found not guilty or the charge is dismissed, the Member may resume his/her term of service at the discretion of the program. The Member, however, will not receive back living allowances or credit for any service hours missed.)
- (2) during the term of service the Member has been convicted of a first offense of possession of a controlled substance. (If the Member, however, demonstrates that he/she has enrolled in an approved drug rehabilitation program, the Member may resume his/her term of service at the discretion of the program. The Member will not receive back living allowances or credit for any service hours missed.)

(e) The Program may suspend the Member's term of service for violating the rule of conduct provisions described in Section VI of this agreement.

(f) If the Member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (c) of this section, the Member will cease to receive the benefits described in paragraph (a) of Section V and will receive no portion of the education award or interest payments.

(g) If the Member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (c) of this section of this Agreement, the Member will cease to receive benefits described in Section V. If, however, the Member has completed at least 15% of the required service hours (250 service hours), the Member will receive a pro-rated portion of the education award or interest payments described in paragraphs (b) and (c) of Section V.

## **VIII Grievance Procedures**

(a) The Member understands that the Program has a grievance procedure to resolve disputes concerning the Member's suspension, dismissal, service evaluation or proposed service assignment;

(b) The Member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure which follows:

## **NOTRE DAME MISSION VOLUNTEER PROGRAM GRIEVANCE PROCEDURE**

In the event that informal efforts to resolve disputes are unsuccessful, members of the Notre Dame Mission Volunteer Program (the “Program”) (including Notre Dame AmeriCorps members), labor unions, and other interested individuals may seek resolution through the following grievance procedures. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspension, or release for cause. In addition, individuals who are not selected as Program members (including as Notre Dame AmeriCorps members) or labor unions alleging displacement of employees or duplication of activities by Notre Dame AmeriCorps may utilize these procedures. If the grievance is regarding a proposed participant placement, the placement must not be made unless it is consistent with the resolution of the grievance.

### **A. Optional Alternative Dispute Resolution (ADR)**

ADR is available, but must be initiated within 45 days of the underlying dispute. If the aggrieved party chooses ADR as a first option, a neutral party designated by the program will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, non-binding, and informal. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

If ADR is chosen by the aggrieved party, the deadlines set forth below for convening a hearing and of a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. At this time the aggrieved party may decline ADR and proceed directly to the hearing process.

If the matter is resolved, the terms of the resolution are recorded in a written agreement, and the party agrees to forego filing any further grievance on the matter under consideration.

If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the aggrieved party is informed in writing of the right to file a formal grievance.

### **B. Grievance Hearing**

An aggrieved party may request a grievance hearing without participation in ADR or, if ADR is selected, if it fails to facilitate a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to the Executive Director of Notre Dame Mission Volunteer Program, Inc. A request for a hearing must be made within one year after the date of the alleged occurrence except in cases of fraud and criminal activity. At the time a request for a hearing is made, the program should make available to the aggrieved party information that it relied upon in its disciplinary decision.

The program will arrange for one or more pre-hearing conferences at a time mutually convenient to the parties (i.e., the program and the aggrieved party). Pre-hearing conferences are not a substitute for a hearing. They are intended to facilitate a mutually agreeable resolution of the matter to make a hearing unnecessary, or to narrow the issues to be decided at the hearing. The format of the pre-hearing conference may be flexible, involving meetings with one party at a time

and/or with both parties together. Pre-hearing conferences are conducted by the Chair of the Board of Notre Dame Mission Volunteer Program, Inc.

The hearing will be conducted by the President of Notre Dame Mission Volunteer Program, Inc. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after the filing.

**C. Binding Arbitration**

An aggrieved party may request binding arbitration if a grievance hearing decision is adverse to the aggrieved party or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on the arbitrator, the Chief Executive Office of the Corporation for National Service (the "Corporation") will appoint one within 15 calendar days after receiving a request from one of the parties.

An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation's CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration will be divided evenly between the parties unless the aggrieved party prevails completely, in which case the program will pay the total cost of the arbitration proceeding as well as the aggrieved party's attorneys' fees for the arbitration proceeding.

**IX Amendments to This Agreement**

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

**X Authorization**

The Member and Program hereby acknowledge by their signatures that they have read, understood, and agreed to all terms and conditions of this agreement.

\_\_\_\_\_  
**Name of Member**

\_\_\_\_\_  
**Name of Program Official**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**