

Name of Your Organization

**AmeriCorps State
Member Service Agreement
Customizable Template**



**North Dakota State Commission
National and Community Service**

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Introduction

Dear Future AmeriCorps Member,

The North Dakota State Commission on National and Community Service thanks you for your interest in making a commitment to serving others in your community. As an AmeriCorps Member you will have the opportunity to not only share your talents, but also gain valuable experience that will help shape your own career development for the future. National Service is the mission and goal of the AmeriCorps program and now you will be a part of this challenge. You will be asked to recite the AmeriCorps Service Pledge, which will begin your own personal challenge to getting things done for others in America.

The organization that you have submitted an application to has been selected by the North Dakota State Commission to sponsor an AmeriCorps Service Project in North Dakota. This Member Service Agreement presents the eligibility criteria to participate, the terms of service, benefits and rights and responsibilities related to being selected as an AmeriCorps Member. Your Project Coordinator/Director will be able to clarify any questions you may have.

Sincerely,

The North Dakota State Commission on National and Community Service



I will get things done for America - to make our people safer, smarter, and healthier.

I will bring Americans together to strengthen our communities.

Faced with apathy, I will take action.

Faced with conflict, I will seek common ground.

Faced with adversity, I will persevere.

I will carry this commitment with me this year and beyond.

I am an AmeriCorps member, and I will get things done.

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.

Program Contact Information Page

Enter all program staff names, hours and contact information for your members.

My initials indicate I have thoroughly reviewed this page _____

Agreement/Handbook Purpose, Service and Eligibility Criteria

The purpose of this Member Service Agreement and Handbook Guide is to provide information about the AmeriCorps Member position that you have chosen and the various terms of service associated with this position. This document also provides future AmeriCorps Members the expectations associated with being an AmeriCorps Member along with all the benefits, rights, responsibilities and conditions. Your initials and signature on this document will indicate that you have thoroughly read, reviewed and understand the contents, and agree to comply with all the terms, requirements, conditions, provisions and notifications presented. Your Member service and orientation cannot begin until you have signed this document and the AmeriCorps Program has completed and/or initiated all required criminal history background checks.

Eligibility requirements: To be eligible to enroll in an AmeriCorps project, an individual must:

- be at least 17 years of age at the commencement of service; or
- have a high school diploma or its equivalent
- be a citizen, national, or lawful permanent resident alien of the United States
- not be listed on the National Sex Offender website / pass required criminal history background checks
- not have served more than three previous terms of service in an AmeriCorps program

Age Restrictions: The age restrictions vary depending on the program and agency affiliation. Some agencies where the AmeriCorps program may be located (hosted) require a higher minimum age.

Tutoring Requirements for Members: Members selected by programs to serve as tutors must possess at minimum a high school diploma and be able to successfully complete pre and in-service specialized training.

Criminal History Background Checks: Sponsor organizations are required to conduct three types of background checks; the National Sex Offender Public Registry Check (NSOPR also known as NSOPW), State(s) Criminal History Background Check(s), and the Federal Bureau of Investigations (FBI) fingerprint-based check also known as the Criminal History Record Information (CHRI). **Final selection as an AmeriCorps member is contingent on eligibility determined from the results of the National Service Criminal History Check.** An individual who refuses to consent/allow the required background checks to be completed cannot be enrolled in an AmeriCorps project. An individual who provides false or misleading information will automatically be ineligible in becoming an AmeriCorps Member

Name of your Program will cover the cost of processing the following background checks: National Sex Offender Public Website (NSOPW), Federal Bureau of Investigation (FBI Fingerprint), and North Dakota Bureau of Criminal Investigation (BCI). Members will not incur any costs for any additional background checks required by their service site.

Former Employees of the Sponsor Organization of the AmeriCorps Project: Normally, sponsoring AmeriCorps projects may not select an employee, or previous employee of the sponsoring organization, as an AmeriCorps Member. However, if the project receives an application from a current or former employee and wishes to select the individual as a Member, the sponsoring project must submit a written request to the North Dakota State Commission to approve the selection of the former employee. The sponsoring project must demonstrate in their request that the Member will be performing activities and serving in a capacity totally different from their current or prior employment.

Returning National Service Participants: To be eligible to serve for a subsequent term the Member must receive a final satisfactory performance evaluation from their most recent service at a Community and National Service project. Even though a Member may have satisfactorily completed a previous term of service, there is no guarantee of a subsequent selection or placement.

Service Term limits: AmeriCorps Members may serve a maximum of four terms of service in an AmeriCorps State and National Program regardless of whether the terms were full- or part-time. AmeriCorps Members may not receive education awards in excess of the value of two full-time education awards over the period of four terms of service.

My initials indicate I have thoroughly reviewed this page _____

Part I

Service Notifications, Terms, Conditions, Supervision and Support, and Exit

Initial Member Service Notifications

- 1.1 Notice to CNCS's National Service Trust:** An AmeriCorps Member must complete the National Service Trust enrollment form at the start of AmeriCorps service. The organization will then have 30 days from the Member service start date, completion date, suspension date, or release date from a term of service in which to notify the CNCS's National Service Trust, via the My AmeriCorps Portal. Changes in an approved Member's term of service must also be reported to the National Service Trust within 30 days.
- 1.2 Parental Consent:** An AmeriCorps member who is under the age of 18 years of age must have a parent's or legal guardian's signed consent before beginning a term of service. Organizations may also include an informed consent form of their own design as part of the member service agreement materials.
- 1.3 Reasonable Accommodations:** AmeriCorps Members in need of reasonable accommodations to perform essential functions listed in their assigned position description, must contact their AmeriCorps Project Supervisor to submit an official written request for an accommodation and also provide current official documentation that supports the need for the requested accommodation. All approved accommodation requests and the related documentation of the disability will be kept in a secure location, separate from the member(s) main record. The AmeriCorps Project policy follows the Americans with Disabilities Act (ADA) and Section 504 of the rehabilitation Act. **Policy:** No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs, or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term "disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individuals major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- 1.4 Assignment to Service Locations:** As an AmeriCorps Member I understand that I may be assigned to more than one service location in which all are entered in the My AmeriCorps portal within 30 days of starting a term of service. Depending on the hours assigned by the organization, the service location where the majority of the all service hours occur will become the primary service location.
- 1.5 Completion of Terms of Service:** The organization will determine a schedule of service for Members that will provide a sufficient opportunity to complete the required hours within the planned term of service period. It is the responsibility of the Member to follow the planned service schedule. In the event of unplanned absences, the Member must make up hours missed by serving additional hours during subsequent service weeks and months. At the completion of a term of service, Members will be exited in egrants within 30 days. Should an AmeriCorps program not be refunded, a Member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the Member has completed at least 15% of the service hour requirement, a member may be eligible to receive a pro-rated education award.
- 1.6 Member Exit:** Members who are eligible to receive an education award upon the successful completion of a term of service will have their status certified in the National Service Trust by the organization. Once the Member receives a successful completion certification, the Member will be eligible to receive the education benefit.

Supervision and Support—Required Member Service Agreement Components

1.7 **Member Position Description (EXAMPLE) change these examples to your requirements)**

This position has recurring access to vulnerable populations age 17 or younger and/or individuals age 60 or older and/or individuals with disabilities and will require a National Sex Offender Registry check and criminal background history checks from both the state and FBI agencies.

Minimum qualifications:

- be at least 17 years of age at the commencement of service; or
- have a high school diploma or its equivalent
- be a citizen, national, or lawful permanent resident alien of the United States
- not be listed on the National Sex Offender website and pass other required criminal history background checks
- not have served more than three previous terms of service in an AmeriCorps program
- be able to provide services for the designated hours, days, weeks, and months as prescribed in the terms of service
- be able to report to assigned service sites on time and fully prepared to serve
- be able to attend AmeriCorps orientation and training
- be committed to community service and be able to provide service for the entire service term
- have the ability to establish and maintain professional boundaries with students, parents, teachers, peers, AmeriCorps project supervisors and site supervisors
- be willing to learn and attend all AmeriCorps trainings
- have the ability to interact professionally with representatives of the organizations, agencies and/or schools that your AmeriCorps project is designed to serve
- have a strong interest in working to solve problems in the target community/schools
- possess effective communication skills
- possess good organizational and the ability to follow through with assigned tasks
- be flexible in accepting service assignments
- be willing to work independently and/or as a team in addressing community issues
- be truthful and timely in reporting your service hours
- be able to respond quickly to any inquiries made by the AmeriCorps project coordinator and/or site supervisor
- complete all AmeriCorps processes relating to starting service and completing and AmeriCorps service term

Essential Functions: Duties, Service Activities and Assignments:

- Insert customized duties, activities and assignments in line with your program requirements
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1.8 Terms of Service Categories Presented in this Member Agreement

(Specific terms are shown on the acknowledgement and signature page – PART V)

Term of Service Type:

Beginning date:

Ending date:

Total months:

Minimum total service hours:

Recommended monthly hours:

Recommended weekly hours:

Monthly living allowance

To successfully complete your term of service as shown above and consistent with the federal regulations of the Corporation for National and Community Service you must:

- meet or exceed the minimum total service hours required for this position
- satisfactorily complete project related orientation, training, service assignments, tasks, projects and specialized citizenship and life after AmeriCorps training
- receive an overall satisfactory performance evaluation at the end of your term
- complete and sign all service timesheets in a timely manner in compliance with the AmeriCorps project requirements

1.9 Segal AmeriCorps Education Award: (also shown on acknowledgement page)

AmeriCorps Members who successfully complete a term of service will receive an Education Award from the National Service Trust. The amount of the education award is based upon the minimum hour service term that you have chosen. The amount of the Education Award is linked to value of the higher education Pell Grant. A member has up to seven years after his or her term of service to use the Education Award. The 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. Individuals, age 55 or greater, at the time of enrollment, may transfer their education award to a child or grandchild under certain conditions. The education award is taxable in the year(s) the award is used.

Term of Service	Minimum # of Hours	FY17 Education Award
Full Time	1700	\$5,815.00
One-Year Half Time	900	\$2,907.50
Reduced Half Time	675	\$2,215.24
Quarter Time	450	\$1,538.36
Minimum Time	300	\$1,230.69

Member understandings and agreements relating to education awards:

- If a Member has not yet received a high school diploma or its equivalent (including 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.
- The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program may render the Member ineligible to receive the education award.
- The Member understands that if they have already received the equivalent of two full time education awards, they are not eligible to receive an additional education award
- The completion of a **Member Enrollment Trust Form** is required to enroll a serving member in the National Service Trust, making the member eligible for an education award upon successful completion of his or her term of service.

1.10 Standards of Conduct:

Members are expected to serve under the terms and expectations outlined below. Failure to adhere to this Code of Conduct will result in implementation of disciplinary procedures.

Some important areas to address in this section in accordance with your organizational policies

- Attendance
- Performance
- Confidentiality
- Background Check Requirements
- Professionalism
- Dress Code
- Internet usage
- Fraternalization

Discipline Procedures

The member understands that the following acts describe the program's code of conduct. Please refer to Disciplinary Procedural Table below and the following disciplinary steps below the table for appropriate disciplinary procedures for violation of each code.

The violations are organized in Levels according to their severity. The initial guidance steps to address the various violations are relative to the violation level. This means that Step One guidelines are used with Level One violations; Step Two guidelines are used with Level Two violations and so on. **If multiple violations occur in separate Levels, you must have an immediate three way meeting with Supervisor, Member and AmeriCorps Project Coordinator to complete an Action Plan.**

Discipline Procedural Table

Level One Violations	Level Two Violations	Level Three Violations	Level Four Violations
<ul style="list-style-type: none"> <input type="checkbox"/> Tardiness <input type="checkbox"/> Failure to wear appropriate clothing to service site <input type="checkbox"/> Late submission of reports, timesheets or client progress data <input type="checkbox"/> Repeated inaccurate or incomplete reports including timesheets or client progress data <input type="checkbox"/> Offenses as determined by Supervisors and/or AmeriCorps staff 	<ul style="list-style-type: none"> <input type="checkbox"/> No shows and unexcused absences. This includes training and service projects. <input type="checkbox"/> Being argumentative with program staff or school staff <input type="checkbox"/> Abuse of leave <input type="checkbox"/> Inappropriate language or actions with service recipients, team members, staff and/or school staff <input type="checkbox"/> Offenses as determined by supervisors and/or AmeriCorps staff 	<ul style="list-style-type: none"> <input type="checkbox"/> Fighting or being physically abusive <input type="checkbox"/> Unauthorized contact with clients (including telephone, e-mail and contact outside activities) <input type="checkbox"/> Misrepresenting affiliation with school and/or AmeriCorps. <input type="checkbox"/> Offenses as determined by supervisors and/or AmeriCorps staff <input type="checkbox"/> Submission of timesheets in which the member willfully intended to be untruthful 	<ul style="list-style-type: none"> <input type="checkbox"/> Failure to notify AmeriCorps staff of any criminal arrest or conviction within 5 days. <input type="checkbox"/> Harassment <input type="checkbox"/> Possessing or consuming drugs/alcohol during service activities <input type="checkbox"/> Offenses as determined by supervisors and/or AmeriCorps staff

Step One Guidelines

Supervisor will sit down with member to discuss violation, review Code of Conduct and suggest corrective behavior. This must be documented on Warning 1 form, signed by both member and supervisor. Original must be given to AmeriCorps Project Coordinator and copies given to member and supervisor. If necessary, appropriate training will be assigned. If violation occurs again, proceed to Step Two Guidelines.

Step Two Guidelines

Supervisor will sit down with AmeriCorps Project Coordinator and member to discuss violation, review Code of Conduct and suggest corrective behavior. This must be documented on Warning 2 form, signed by supervisor, member and project coordinator. Original must be given to the AmeriCorps Project Coordinator and copies given to member and supervisor. If appropriate an Action Plan will be completed. If needed, training will be assigned. If violation occurs again, proceed to Step Three Guidelines.

Step Three Guidelines

An immediate three way meeting will be held at the primary AmeriCorps operating site office, (Director may be involved if appropriate). The meeting will include the development of an Action Plan and possible suspension (without pay and benefits) or termination. The AmeriCorps project may make a referral to an Employee Assistance Program for counseling or mandatory training. If violation occurs again, proceed to Step Four Guidelines.

Step Four Guidelines

The AmeriCorps project may immediately suspend the AmeriCorps Member without pay or benefits and the result could possibly termination. If the AmeriCorps Member is not termination mandatory counseling and/or training will be required.

1.11 Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. 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;
- g. 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;
- h. 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 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions 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 g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. 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-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

1.12 Non-duplication and Non-displacement rules:

Non-duplication: Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements under the paragraph relating to non-displacement are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

Non-displacement:

- An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of an AmeriCorps member in a program receiving Corporation assistance.
- An organization may not displace a volunteer by using an AmeriCorps member in a program receiving Corporation assistance

- A service opportunity will not be created under that will infringe in any manner on the promotional opportunity of an employed individual
- An AmeriCorps member in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee
- An AmeriCorps member in any program receiving Corporation assistance may not perform any services or duties, or engage in activities, that—
 - Will supplant the hiring of employed workers; or
 - Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- An AmeriCorps member in any program receiving Corporation assistance may not perform services or duties that have been performed by or were assigned to any—
 - Presently employed worker
 - Employee who recently resigned or was discharged
 - Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures
 - Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - Employee who is on strike or who is being locked out

1.13 Fundraising Restrictions:

AmeriCorps members may raise resources directly in support of your program's service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- Seeking donations from alumni of the program for specific service projects being performed by current members.

AmeriCorps members **may not**:

- Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
- Write a grant application to the Corporation or to any other Federal agency.

1.14 Requirements Under the Drug Free Workplace Act: (41 USC, section 701 et seq.)

In accordance with the Drug Free Workplace Act, section 702 requires federal grant recipients to publish, establish, require, notify, impose and maintain the following in relation to individuals participating in the Corporation for National and Community Service AmeriCorps Program.:

- (A) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (B) establishing a drug-free awareness program to inform employees about—
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the grantee's policy of maintaining a drug-free workplace;

- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations;
- (C) making it a requirement that each employee to be engaged in the performance of such grant be given a copy of the statement required by subparagraph (A);
- (D) notifying the employee in the statement required by subparagraph (A), that as a condition of employment in such grant, the employee will—
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (E) notifying the granting agency within 10 days after receiving notice of a conviction under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (F) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 703 of this title; and
- (G) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

1.15 Civil Rights Requirements, Complaint Procedures, and Rights of Beneficiaries:

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual’s gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute

resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

In addition to filing a complaint with local and state agencies responsible for resolving discrimination complaints, you may bring a complaint to the attention of the North Dakota State Commission and the Corporation for National Service. If you believe that you or others have been discriminated against, or if you want more information, you may contact: **Name, address and phone number of your AmeriCorps project should be entered here:**
ND AmeriCorps Program

or

Office of Civil Right and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)

1.16 Suspension and Termination Rules:

Suspended service

- A program must suspend the service of a Member who faces an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance.
- A program must suspend the service of a Member who is convicted of possession of a controlled substance.
- A Member may not receive a living allowance or other benefits, and may not accrue service hours, during a period of suspension under this provision.
- If it is determined that you made a false or misleading statement in connection with your eligibility for a benefit from, or qualification to participate in, a Corporation-funded program, it may result in the revocation of the qualification or forfeiture of the benefit. Suspension from service, revocation and forfeiture under this part are in addition to any other remedy available to the Federal Government under the law against persons who make false or misleading statements in connection with a Federally-funded program.

Reinstatement

- A program may reinstate a Member whose service was suspended if the Member is found not guilty or if the charge is dismissed.
- A program may reinstate a Member whose service was suspended only if the Member demonstrates the following:
 - For a Member who has been convicted of a first offense of the possession of a controlled substance, the Member must have enrolled in a drug rehabilitation program;
 - For a Member who has been convicted for more than one offense of the possession of a controlled substance, the Member must have successfully completed a drug rehabilitation program.

1.17 Release from terms of service for personal and for cause:

An AmeriCorps program may release a Member from completing a term of service for compelling personal circumstances, as determined by the program, or for cause.

Release for compelling personal circumstances:

- An AmeriCorps program may release a Member upon a determination by the program that the participant is unable to complete the term of service because of compelling personal circumstances, if the participant has otherwise performed satisfactorily and has completed at least fifteen percent of the agreed term of service.
- A Member who is released for compelling personal circumstances and who completes at least 15 percent of the required term of service is eligible for a pro-rated education award.
- A Member must provide documentation that supports the compelling personal circumstances that prevent a completion of a term of service.
- Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to:
 - A Member's disability or serious illness;
 - Disability, serious illness, or death of a Member's family member if this makes completing a term unreasonably difficult or impossible; or
 - Conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible;
- Those that the Corporation, has for public policy reasons, determined as such, including:
 - Military service obligations;
 - Acceptance by a Member of an opportunity to make the transition from welfare to work; or
 - Acceptance of an employment opportunity by a Member serving in a program that includes in its approved objectives the promotion of employment among its participants.
- Compelling personal circumstances do not include leaving a program:
 - To enroll in school;
 - To obtain employment, other than in moving from welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its participants; or
 - Because of dissatisfaction with the program.
- As an alternative to releasing a Member, an AmeriCorps*State/National program may, after determining that compelling personal circumstances exist, suspend the participant's term of service for up to two years (or longer if approved by the Corporation based on extenuating circumstances) to allow the participant to complete service with the same or similar AmeriCorps program at a later time.

Release for cause

- A release for cause encompasses any circumstances other than compelling personal circumstances that warrant a Member's release from completing a term of service.
- AmeriCorps programs must release for cause any Member who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.
- A Member who is released for cause may not receive any portion of the AmeriCorps education award or any other payment from the National Service Trust.
- A Member who is released for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the Member for an education award, regardless of whether the Member completes a term of service.
- An AmeriCorps*State/National Member released for cause may contest the program's decision by filing a grievance. Pending the resolution of a grievance procedure filed by a Member to contest a determination by a program to release the Member for cause, the Member's service is considered to be suspended. For this type of grievance, a program may not—while the grievance is pending or as part of its resolution—provide a Member with federally-funded benefits (including payments from the

National Service Trust) beyond those attributable to service actually performed, without the program receiving written approval from the Corporation.

- A Member's eligibility for a subsequent term of service in AmeriCorps will not be affected by release for cause from a prior term of service so long as the Member received a satisfactory end-of-term performance review for the period served in the prior term.
- A term of service from which a Member is released for cause counts as one of the terms of service

Release prior to serving 15 percent of a term of service: If a Member is released for reasons other than misconduct prior to completing 15 percent of a term of service, the term will not be considered a term of service and related benefits will still be applicable to the unused term of service.

1.18 **Grievance Procedures:** The following grievance procedures are available to Members

Alternative dispute resolution:

- The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
- If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

Grievance procedure for unresolved complaints: If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

Time limitations: Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.

Arbitration

- **Arbitrator:**
 - Joint selection by parties if there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.
 - Appointment by Corporation if the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

- **Time Limits:**
 - An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.
 - A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
- The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

Suspension of placement: If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

Remedies: For grievances filed under a procedure established by a recipient of Corporation assistance may include—

- Prohibition of a placement of a participant; and
- In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—
 - Reinstatement of the employee to the position he or she held prior to the displacement;
 - Payment of lost wages and benefits;
 - Re-establishment of other relevant terms, conditions and privileges of employment; and
 - Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

Suspension or termination of assistance: The Corporation may suspend or terminate payments for assistance under this chapter.

Effect of noncompliance with arbitration: A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

Other Organizational Supervision and Support Requirements

1.19 Orientation and Service Training for AmeriCorps

Insert tentative schedule of all training dates along with times, locations, agenda and topics. It is best practice to include mini citizenship and life after AmeriCorps topics in each of your orientation and training sessions in order to satisfy the requirement that these two topics are provided to members.

(CUSTOMIZE YOUR MEMBER ORIENTATION AND TRAINING FOR YOUR PROJECT BY USING THE EXAMPLE STARTER TOPICS BELOW)

AmeriCorps Members are required to attend and complete orientation session(s) and other training provided by the program that will prepare the Member for serving the target community. :

- member rights and responsibilities
- code of conduct
- prohibited activities
- drug free workplace requirements
- suspension/termination from service
- grievance procedures
- sexual harassment
- non-discrimination issues
- effective direct service
- volunteer recruitment
- cultural competency
- effective communications
- leadership skills in your community
- citizenship in your community and state
- life after AmeriCorps
- time and attendance reporting
- member accompaniment

1.20 Performance and Evaluation

Insert your program procedures in which members will be evaluated during the project year and the importance of achieving satisfactory results. A list of the requirements to achieve a satisfactory evaluation should be also entered here. The evaluation requirements must align with the duties and responsibilities listed in the position description.

Performance and Evaluation (See Current Terms and Conditions for AmeriCorps State and National Grants)

The grantee must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members.

The end-of-term evaluation will address, at a minimum, the following factors:

- Whether the member has completed the required number of hours;
- Whether the member has satisfactorily completed assignments; and
- Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

1.21 Member Service Hour Reporting

Insert your program procedures regarding the correct reporting of the various allowable hours such as orientation, training and service hours, fulfilling the minimum service hours on a regular basis, and guidelines for counting or not counting hours related to personal/sick leave, jury duty, military service, voting and service days

(See Current Terms and Conditions for AmeriCorps State and National Grants)

The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and his/her supervisor.

1.22 Incident and Injury Reporting

Members are required to immediately report to their AmeriCorps Site Supervisor or Project Coordinator any incidents and/or injuries that resulted from an unsafe service environment.

1.23 Safe Work Environment

The grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks. Members are required to notify their AmeriCorps Project Supervisor in the event he or she feels their assigned service area and/or the client being served has become unsafe.

1.24 Accompaniment Requirements and Procedures

Members, for whom the results of a required state or FBI criminal history registry check are pending, are not permitted to have access to children age 17 years or younger, to individuals age 60 years or older, or to individuals with disabilities without being in the physical presence of:

- Your authorized representative who has previously been cleared for such access;
- A family member or legal guardian of the vulnerable individual; or

- An individual authorized, because of his or her profession, to have recurring access to the vulnerable individual, such as an education or medical professional.

Additionally, Members must have the authorized representative providing the physical presence accompaniment initial and sign the timesheet on the days in which accompaniment occurred. Once either the state or FBI criminal history registry check has been completed the Member will receive notification that he or she is no longer required to be accompanied while serving vulnerable populations.

1.25 Agreement Modifications and Amendments

Any alterations, additions, or deletions to the terms of this agreement which are required by changes in federal, State or County law, regulation or policy are automatically incorporated into this agreement without written amendment and shall become effective on the date designated by such law, regulation, or policy. If such amendments occur, a copy of the revision will be provided to the AmeriCorps Member for their record.

All other modifications to this Contract must be in writing and signed by both the Member and the AmeriCorps Project. And, in the event of a conflict between applicable laws and regulations and the terms and conditions of this agreement, precedence shall be given to the federal law and regulations

1.26 Member Travel

Insert your program's guidelines and requirements regarding AmeriCorps travel

1.27 Days of Service Activities and Requirements

Insert your program's guidelines and requirements regarding days of service activities and requirements

Days of Service

Each year, the Corporation for National and Community Service (CNCS) spearheads the effort to encourage Americans to volunteer in their communities during the Martin Luther King Jr. Day of Service and the September 11th National Day of Service and Remembrance. The North Dakota State Commission on National and Community Service requires each AmeriCorps Member to complete two activities related to the National Days of Service initiative. A range of activities to choose from will be determined by your AmeriCorps Project.

Part II -- Member Benefits

2.1 Living Allowances (the amount of your living allowance is shown on acknowledgement page)

A living allowance is not a wage. Your AmeriCorps Project must not pay a living allowance on an hourly basis. A living allowance will be paid in regular increments, such as weekly or bi-weekly and will not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

If a Member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, a lump sum of the remaining living allowance balance will not be paid to the Member. Similarly, if a Member is selected after the program's start date, the Member will not receive an increased living allowance amount to make up any missed payments.

AmeriCorps Members will receive a monthly living allowance based upon the service term type you chose and the amount budgeted and awarded to your AmeriCorps Project. Depending on the particular project,

My initials indicate I have thoroughly reviewed this page _____

members may have the option to have their living allowance directly deposited to their bank account. The AmeriCorps monthly living allowance is subject to deductions such as federal income tax, social security, and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4 withholding statement. AmeriCorps Members are prohibited from soliciting monetary compensation from their project or placement site above and beyond their living allowance anytime during their term of service.

AmeriCorps Members are not in an employee relationship with the federal government, the project, or the sponsor organization of the AmeriCorps project for unemployment compensation purposes and, therefore are not covered by unemployment compensation.

Your AmeriCorps Project may also have policy concerning the withholding or suspension of a living allowance for non-completion of required service time, failure to attend service and/or training sessions, service projects and/or failure to complete necessary project paperwork and documentation.

2.2 Waiving a Living Allowance

(See Current Terms and Conditions for AmeriCorps State and National Grants)

If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

2.3 Education Award

**Insert requirements of successful service that will qualify a member for an education award
Award Amount**

The amount of a full-time education award is equivalent to the maximum value of the Pell Grant for the award year in which the term of national service is approved. Prior to fiscal year 2010, the amount of an education award had remained the same since the AmeriCorps program began.

The amount of the Pell Grant can change every year, the amount of a full-time award can change in the future. However, once a member earns an award, the dollar value of that award will not increase. For all programs, award amounts for part-time terms of service vary based upon the length of the required term of service. **As a reference, the chart below shows the amounts of education awards for various types of national service positions that are approved (effective) in fiscal year 2017, which began October 1, 2016.**

SEGAL EDUCATION AWARD AMOUNTS

Participation Type	Minimum # of Hours	Amount
Full-Time	1700	\$ 5,815.00
Half-Time	900	\$ 2,907.50
Reduced Half-Time	675	\$ 2,215.24
Quarter-Time	450	\$ 1,538.36
Minimal-Time and Summer Associate	300	\$ 1,230.69

Members should check with their program or project sponsor to confirm the amount of the award for which they are eligible.

Eligibility to Receive an Award

You are eligible for a Segal AmeriCorps Education Award if you successfully complete a term of service with one of the following approved AmeriCorps programs in accordance with your member contract:

- AmeriCorps State and National Program
- AmeriCorps VISTA Program
- AmeriCorps NCCC Program

There are limitations on both the number of terms an individual can serve in each of the three programs and limits on the value of education awards a person can receive. A member serving in a full-time term of service is required to complete the service within 12 months. To determine what student loans may be eligible for this type of cancellation and to receive forms, contact the U.S. Department of Education's Federal Student Aid Information Center at 1-800-433-3243.

Limits on the Number of Terms You Can Serve

Currently, the maximum numbers of terms that an individual can serve in each AmeriCorps program are:

- four terms for AmeriCorps State and National programs
- five one-year terms for VISTA programs
- two terms for NCCC programs

For AmeriCorps State and National programs, each term of service for which an individual earned any education award counts as one term of service in computing the limits on the term limitations. This includes terms for which a member earned a full-time, half-time, and any other type of part-time or prorated education award. A pro-rated education award is an award that may be earned when an individual, for reasons beyond his or her control, cannot complete the entire service period.

Generally, if you are released for cause before completing your term of service and do not receive an education award, that term of service counts as one of your terms.

Limit on the Value of Education Awards You Can Receive

There is a limit on the *value* of education awards that an individual is allowed to receive. By law, an individual may not receive more than the *aggregate (or total) value* of two full time education awards.

The "value" of an education award is distinct from the dollar "amount" of an award. The value of an education award refers to the service opportunity offered by a particular term of service, such as full-time, half-time, and summer terms of service. While the dollar *amount* of an award for a particular term of service may change over time, the *value* of that award remains constant. The *value* of a full-time award is always "1.0"; the *value* of a half-time award is always ".5".

The value of every education award received is calculated by taking the actual amount of the education award received for the service and dividing it by the amount of a full-time award in the fiscal year in which the national service position was approved.

Current and former AmeriCorps members can keep track of the value of education awards they have received through their accounts in the online system, *My AmeriCorps*. In their accounts, each award they have earned shows both the award amount and the award value.

Education Award Payments

You have seven years to use the education award from the date of your completion of AmeriCorps service. You can divide up your award and use portions of it at different times, as long as it is for authorized expenditures within the specified time period. You could, for example, apply a portion of it to existing qualified student loans, and save the remainder to pay for authorized college costs a few years down the road.

The Trust cannot make payments to anyone other than qualified schools and loan holders. See your financial aid counselor for information on how they handle disbursements and reimbursements. See the web page called *Using Your Education Award* for an explanation of the types of eligible schools and educational programs where your education award can be used, the types of current educational

expenses for which it can be used, and the types of qualified students loans you can use your award to repay.

If you withdraw from the school where you have used the education award, the school may be required to refund the Trust. If any refund is owed, it is credited to your education award account, and is subject to the award's original expiration date (seven years from the date the award was earned). For general information on how withdrawing from school may affect your student financial aid, ask your financial aid counselor or refer to the U.S. Department of Education's Federal Student Aid website at <http://studentaid.ed.gov>.

Under certain circumstances, you can use the education award to study outside the U.S. See the web page on *Using your Education Award* for further information. You may also contact the National Service Hotline at 1-800-942-2677 if you have questions.

Award Transfers

The Serve America Act allows for the transfer of AmeriCorps State and National and Silver Service education awards under specific conditions which are stated in the Act. The individuals who have earned the awards have to have been at least 55 years old when they began their terms of service and each person to whom an award is transferred has to be the transferring individual's child (including step-child), grandchild (including step-grandchild), or foster child.

Each award can be transferred only once. The entire unspent balance can be transferred or a portion of the balance can be transferred.

To transfer an award, an individual must:

- have earned an education award in an AmeriCorps State and National or a Silver Scholar term of service;
- have been at least 55 years of age before beginning the term of service for the subject award;
- have begun this term of service on or after October 1, 2009;
- transfer the award before the original expiration date;
- designate all or a portion of the unused award for the transfer; and
- complete the forms authorizing the transfer, which includes providing information and certifying eligibility to make the transfer.

For further information on transfers, see the [Transferring an Education Award](#) page and the "Transferring education awards" section in the Frequently Asked Questions page (link is below).

Taxes

The IRS has determined that payments made from an education award are considered to be included in a member's taxable income in the year the payment is made to the school or loan holder. Interest payments are also considered taxable income. This increase in your income could affect your tax liability for that year. See the link to the web page called *Tax Implications*, below, for additional information.

2.4 Workers Compensation

The AmeriCorps Projects in North Dakota are required to provide AmeriCorps Members with Workers Compensation Coverage.

2.5 Health Care Insurance

Insert additional information about your organization's health care and any other provisions. Also, (See 2017 AmeriCorps Terms & Conditions Provision)

Less than full-time AmeriCorps Members:

AmeriCorps programs **are not required** to provide health insurance to AmeriCorps members whose service agreements are **less than a 1700 hour term**.

Full-time AmeriCorps Members:

AmeriCorps programs **must provide, or make available**, healthcare insurance to those members serving a 1700-hour **full-time** term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage. Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time 12 week summer project) are eligible for healthcare benefits.

AmeriCorps organization must provide coverage that—

- (i) Provides the minimum benefits determined by the Corporation;
- (ii) Provides the alternative minimum benefits determined by the Corporation; or
- (iii) Does not provide all of either the minimum or the alternative minimum benefits but that has a fair market value equal to or greater than the fair market value of a policy that provides the minimum benefits.

2.6 Child Care

Less than full-time AmeriCorps Members:

AmeriCorps programs **are not required** to provide child care support for AmeriCorps members whose service agreements are **less than a 1700 hour term**.

Full-time AmeriCorps Members:

(a) *Child Care*. Grantees **must provide** child care through an eligible provider or a child care allowance in an amount determined by the Corporation to those **full-time** participants who need child care in order to participate.

(1) *Need*. A participant is considered to need child care in order to participate in the program if he or she:

- (i) Is the parent or legal guardian of, or is acting in loco parentis for, a child under 13 who resides with the participant;
- (ii) Has a family income that does not exceed 75 percent of the State's median income for a family of the same size;
- (iii) At the time of acceptance into the program, is not currently receiving child care assistance from another source, including a parent or guardian, which would continue to be provided while the participant serves in the program; and
- (iv) Certifies that he or she needs child care in order to participate in the program.

(2) *Provider eligibility*. Eligible child care providers are those who are eligible child care providers as defined in the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858n(5)).

(3) *Child care allowance*. The amount of the child-care allowance may not exceed the applicable payment rate to an eligible provider established by the State for child care funded under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858c(4)(A)).

(4) *Corporation share*. The Corporation will pay 100 percent of the child care allowance, or, if the program provides child care through an eligible provider, the actual cost of the care or the amount of the allowance, whichever is less.

2.7 Loan Forbearance and Payments on Student Loans while in service

Individuals who are serving in a term of service in an approved AmeriCorps position may be eligible to temporarily postpone the repayment of their qualified student loans through an action called loan forbearance. While your loan is in forbearance during your term of service, interest continues to accrue. However, if you successfully complete your term of service the National Service Trust will pay all or a portion of the interest that accrued on your qualified student loans during your service period. You can request that your loan company (your “loan holder”) approve forbearance for your qualified student loans during your service period. You can easily and quickly request the forbearance on-line through [My AmeriCorps](#). After you finish your term of service, you will be responsible for repaying your loan according to the terms of the loan.

Eligibility for Forbearance

Individuals in approved AmeriCorps positions are eligible for forbearance for most federally-guaranteed student loans. If your loan holder tells you that your student loan does not qualify for forbearance based upon your national service, ask if your service qualifies you for some other type of forbearance or for a deferment.

The Corporation cannot approve or disapprove forbearance requests; it can only verify that you are in an approved national service position. Only the loan holder can determine your loan’s eligibility and approve a request for forbearance if your loan is in default, it may not be eligible for forbearance. However, if you have loans that had gone into default before you began your national service, you can attempt to negotiate an arrangement with the loan holder or collection agency to bring the loan out of default so forbearance can be granted and interest can be paid.

How to Apply for Forbearance

After you have enrolled in an AmeriCorps project, you can go into your account in [My AmeriCorps](#). In your home page, click on the “Create Forbearance” link at the top of the page to bring up the page to request forbearance. Follow the instructions. You will select your current term of service and identify the company that holds your student loan. When you click on “submit,” a request will be sent electronically to your loan company. This request will verify your involvement in AmeriCorps and request that your qualified loans be put in forbearance during your service period. Your loan holder will notify you when they have acted upon your request. You should contact your loan holder if you have not heard from them within four weeks of submitting your information online. If the loan company has not registered in [My AmeriCorps](#), they will not be on the list of institutions in the system. In this case, you should click on the institution “Not Found” link and follow the directions.

Interest Payments

Individuals who have successfully completed a term of service in AmeriCorps or Silver Scholars are eligible to have the Trust pay as much as 100% of the interest that accrued on their qualified student loan during their service. The portion that the Trust will pay is determined by the type of service (full or part-time) and the length of your service period. The Trust will only pay interest on qualified student loans, as described on the [Using your Segal AmeriCorps Education Award](#) web page. The Trust will not pay interest if you fail to complete your term of service. Exceptions will be made only if you fail to complete your term of service for compelling personal circumstances and you have earned a pro-rated award. It is up to your individual program to determine compelling personal circumstances. Examples that might be considered are a serious illness or injury, death of your immediate family member, or early closing of your project. An interest payment can only be made after you have completed your service and have earned an award. Interest payments are in addition to your education award; they are not deducted from your education award amount. Interest payments are based upon the interest that accrued only during the time you were serving in the AmeriCorps program.

Remember that interest payments, as well as payments made from your education award account, are considered by the IRS to be taxable income in the year in which a payment is made.

How to Apply for an Interest Payment

After you have completed your service and received notification of your award, you can go into your account in [My AmeriCorps](#). In your home page, click on the “Create Interest Accrual” link at the top of the page to bring up the page to request the payment. Follow the instructions. You will select the appropriate term of service and type of loan and identify the holder of your student loan. When you click on “submit,” a notice will be sent electronically to your loan company. A record of your request will appear in your account home page.

This notice will verify your involvement in national service and request that the loan holder provide AmeriCorps with the amount of interest that accrued between your start date and end date of your service period. The loan company will provide additional information, then certify and submit the information electronically to AmeriCorps. When the interest payment has been made, it will show up in your account. It should also show up in your account statement that the loan company provides to you. If your loan company has not registered in [My AmeriCorps](#), they will not be on the list of institutions in the system. You should click on the institution “Not Found” link and follow the directions. These payment requests may need to be processed manually through paper forms and may take several weeks to complete.

The Importance of Using My AmeriCorps to Conduct Your AmeriCorps Business

In order to prevent a delay in the processing of interest payments, individuals must request payments electronically using our on-line system, [My AmeriCorps](#). This is a secure, fast, and user-friendly method for requesting interest payments to be remitted to your loan holders. It also provides electronic records of payments requested and paid and there are no forms to mail in.

The Corporation for National and Community Service cannot guarantee the prompt and accurate processing of requests for interest payments using paper forms. Payments requested by paper can take up to six months or more for processing and are less secure.

It is fast and easy to access your National Service Participant account in [My AmeriCorps](#). To register, go to <https://my.americorps.gov/mp/login.do> and click on “Register to create a new Member/Alum account” and follow the instructions.

- 2.8 Unemployment Insurance:** AmeriCorps programs are not required to withhold federal unemployment tax from members based upon the ruling by the Corporation for National and Community Service that AmeriCorps members do not meet the definition of a true employer employee relationship.

Part III -- Member Development

3.1 Volunteerism and Capacity Building

The North Dakota State Commission requires that every Member actively participate in capacity building activities. AmeriCorps Projects will determine the specific requirement relating to the minimum number of volunteers to recruit for project activities and services

3.2 Citizenship and Life After AmeriCorps

The North Dakota State Commission requires that every Member complete awareness training relating to citizenship development and the development of goals in the future (life after AmeriCorps) as a result of serving in an AmeriCorps Project

Part IV -- Other Program Provisions and Notifications

4.1 Alternative Service

When unable to serve with the sponsor organization or service site due to school breaks, extended agency holidays, inclement weather, etc., activities will be developed for Members to continue service.

4.2 Appropriate Use of the AmeriCorps Names and Logos

Corporation for National and Community Service and AmeriCorps phrases, slogans and logos may only be used on materials in accordance with Corporation guidelines and requirements. The AmeriCorps logo cannot be altered.

4.3 Service Gear

AmeriCorps Members are required to wear appropriate service gear during all service activities. Service gear, which is a symbol of a Member's commitment to serve, may include AmeriCorps lapel pins, shirts, vests, sweatshirts, hats, and badges. As community role models, Members are responsible (you may want to add your own program specific guidelines here regarding service gear.

Add other topics as necessary for your agency/project. Here are some examples.

4.4 Disaster Response and/or Recovery Efforts

Part V – Acknowledgements, Certifications & Permissions (use black or blue ink)

5.1 Acknowledgement: I (_____) hereby acknowledge by my signature below and initials on each page that I have read, understand, and agree to all requirements, provisions, notifications, terms and conditions explained in this Member Service Agreement. A copy of this Member Service Agreement has been provided to me. **Parent or legal guardian must approve and certify by signature when the Member is less than 18 years of age.**

5.2 Terms of Service: (initial to acknowledge your tentative assigned AmeriCorps Member position and terms of service)

_____ Minimum required hours for this member position is **insert number of hours (MUST AGREE WITH EGRANTS)**
_____ My term of service begins on **start date** and ends on **end date (START DATE MUST AGREE WITH EGRANTS START DATE)**
_____ I agree to complete **minimum hours** service hours by the end of my service term
_____ I agree to serve an average of **weekly hours** per week during each month of my term

5.3 Living Allowance & Education Award: (initial to confirm the amounts associated with this member position)

_____ My member monthly living allowance will be **living allowance amount**
_____ Upon successful completion of my term of service and a satisfactory end of term service evaluation, I will be eligible for an education award of **education award amount**

5.4 Educational Level Self-Certification: (Member must sign certification A or B whichever is applicable)

A. I (**Member Name**) certify under penalties of law that I have not dropped out of elementary or secondary school to enroll as an AmeriCorps Member, and I agree to obtain a high school diploma or its equivalent prior to using the education award. **Member Signature** _____ **Date** _____
B. I (**Member Name**) certify under penalties of law that I have completed a high school diploma/or equivalent diploma from (**Name of high school or equivalency program**) on (**date of diploma**).
Member Signature _____ **Date** _____

5.5 Media Release Permission: I grant the **Corporation for National Community Service, Program Name** and the **North Dakota State Commission** (hereinafter the "**Grantees**") the right to record and use my name, biographical information, picture, portrait, photograph, video footage, voice, words, music (words/lyrics) and audio (hereinafter the "**Content**") in all forms and in all media now in existence or developed in the future and in all manners, to include promotional efforts, dissemination to publishers and/or media outlets, or for any other lawful purposes. I waive my right to file any claim against the **Grantees** based on any usage of the **Content** or works derived therefrom, including the right to pre-inspect or pre-approve the usage of the **Content**. I further agree that I am not entitled to any current or subsequent form of compensation for the use the **Content** or works derived therefrom and that the above named **Grantees** are the sole owner of rights to the **Content**

_____ **Yes** _____ **No** (**initial your permission choice**)

5.6 AmeriCorps Pledge: I will get things done for America - to make our people safer, smarter, and healthier. I will bring Americans together to strengthen our communities. Faced with apathy, I will take action. Faced with conflict, I will seek common ground. Faced with adversity, I will persevere. I will carry this commitment with me this year and beyond. I am an AmeriCorps member, and I will get things done.
_____ (**initial after reciting this pledge**)

5.7 Health Care Benefit (initial your election) ___ **NA (less than full-time)** ___ **I accept** ___ **I decline (I am covered)**

5.8 Child Care Support (initial your election) ___ **NA (less than full-time)** ___ **I accept** ___ **I decline**

5.9 Criminal History Consent/Authorization: I (**sign here**) _____ authorize criminal history background checks from the applicable state(s) and FBI agencies in relation to my AmeriCorps application, eligibility and service within this AmeriCorps Program.

5.10 MEMBER AGREEMENT SIGNATURES: (MUST BE SIGNED IN INK)

_____ Printed AmeriCorps Member First Name _____ Printed AmeriCorps Member Last Name

_____ AmeriCorps Member (Signature) _____ Date This date must be on or before the start date above

_____ Parent/Legal Guardian (Signature if applicable) _____ Date This date must be the same or after the member's

_____ AmeriCorps Project Coordinator/Director (Signature) _____ Date This date must be the same or just after the member's signature date