

WI ASSOCIATION FOR RUNAWAY SERVICES AMERICORPS PROGRAM

MEMBER AGREEMENT

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions and rules of membership regarding the participation of _____ (hereinafter referred to as the "member") in the **WI Assoc. for Runaway Services AmeriCorps** Program (hereinafter referred to as the "Program").

II. MINIMUM QUALIFICATIONS

The member certifies that he/she is a United States citizen, a naturalized citizen or a legal permanent resident and at least 17 years of age.

III. TERMS OF SERVICE

A. The member's term of service begins on

The required hours to be served (1700 for full-time or 900 hours for half-time) must be completed by 8/31/2012. The term of service may be extended by the member and the Program, in writing, for the following reasons:

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

B. The member will serve at _____ in the position of Direct Service/Street Outreach under the supervision of _____

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 Service) and to be eligible for the education award, he/she must do at least _____ hours of service and satisfactorily complete pre-service training, and appropriate training that relates to the member's ability to perform service (e.g. CPR/First Aid and Conflict Resolution) and training sessions provided by the host site. In addition the member is required to attend the Program's other scheduled member meetings, training sessions, and team community service projects. Absences from any training sessions or meetings must be excused by the Program Director in advance. More than one unexcused absence from either the service site or meetings and training sessions may result in suspension from the program during which time the member will not receive the Living Allowance payment or accumulate hours towards completion of service. Repeated absences may result in termination from the program. Also, repeated tardiness and failure to call the site when unavoidably delayed may result in suspension or release from the program.

D. The member understands that in order to be eligible for serving a second term of service the member must receive satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service will be based on at least a mid-term and 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. Attended member training sessions and meetings; and
4. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

C. The member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement

IV. BENEFITS

A. The member will receive from the program the following benefits:

<u>Status</u>	<u>Living Allowance</u>	<u>Health Insurance</u>	<u>Child Care</u>	<u>Education Award</u>
Full time	\$504.16 semi-monthly while the member is actively enrolled, for a maximum of \$ 12,100 for a full 12 months	Yes, if eligible	Yes, if eligible	\$5,550
Half time	\$266.87 semi-monthly while the member is actively enrolled, for a maximum of \$6,405 for a full 12 months	No	No	\$2775

The living allowance is taxable, and the Education Award is also taxable, but only when it is actually used.

B. Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust as described in the chart in section A above.

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 educational assessment).

B. 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, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

V. RULES OF CONDUCT

A. The member is expected to, at all times, while acting in an official capacity as an AmeriCorps member to:

- demonstrate mutual respect towards others;
- follow directions;
- direct concerns, problems, and suggestions to the Host Site Supervisor or the Program

Director;

- wear some item of AmeriCorps identification when serving at the service site and community service projects and attending Program and other official AmeriCorps activities or meetings such as the statewide events.
- B. The member is expected to report when scheduled at the service site and other scheduled program activities, and:
- if sick or otherwise unable to report, to call the supervisor or the Program Director, depending on the activity, in advance whenever possible in order for the absence to be excused;
 - if absence is caused by illness for more than three days then a written statement from a physician may be need to be turned in; if an absence is due to an illness requiring an absence of more than a week the member may be put in suspension for the duration of the illness, during which time the Living Allowance will not be paid and the member will not accumulate hours;
 - call the site supervisor or Program Director if unavoidably delayed.

VI. PROHIBITED ACTIVITIES

A. PROHIBITED ACTIVITIES AND INELIGIBLE ORGANIZATIONS.

(a) Prohibited Activities- An approved national service position under this subtitle may not be used for the following activities:

- (1) Attempting to influence legislation.
- (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 Federal office or the outcome of an election to a State or local 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) 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 proselytization, consistent with section 132.
- (8) Consistent with section 132, providing a direct benefit to any--
 - (A) business organized for profit;
 - (B) labor union;
 - (C) partisan political organization;
 - (D) nonprofit organization that fails to comply with the restrictions contained in section 501(c) of the Internal Revenue Code of 1986, except that nothing in this paragraph shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and

(E) organization engaged in the religious activities described in paragraph (7), unless the position is not used to support those religious activities.

(9) Providing abortion services or referrals for receipt of such services.

(10) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive.

(11) Carrying out such other activities as the Corporation may prohibit.

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

B. The Program or host site may not assign to you to the following:

- activities that pose a significant risk to your or other participants;
- assignments that displace employees;
- internships with for-profit businesses as part of the education.

C. In addition, the following activities and conduct are prohibited by the Program

- unauthorized tardiness;
- unauthorized absences;
- repeated use of inappropriate language (i.e. profanity) at a service site;
- failure to wear appropriate clothing to service assignments;
- stealing or lying;
- engaging in activity that may physically or emotionally damage other members of the program or people in the community;
- possessing or using any illegal drugs during the term of service;
- consuming alcoholic beverages during the performance of service activities;
- being under the influence of alcohol or any illegal drugs during the performance of service activities;
- failure to notify the program of any criminal arrest or conviction that occurs during terms of service;
- engage in any activity that is illegal under local, state or federal law;
- engage in activities that pose a significant safety risk to others;

D. For violating the above stated rules in section VI(A, B,C), the Program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance):

1. For the member's first offense, an appropriate program official will issue a verbal warning to the member,
2. For the member's second offense, an appropriate program official will issue a written warning and reprimand 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.

E. The member understands that he/she will either be suspended or released for cause in accordance with paragraphs (B), (D), and (E) of section VI of this agreement for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale or distribution of a controlled substance. Members will be

expected to adhere to all provisions of service in a drug-free workplace in accordance with the Drug-Free Workplace Act, 41 U.S.C 701 et seq., implementing regulations, 45 C.F.R. 2542.

VII. FUND RAISING.

A. Approved Member Activities. Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fundraising activities 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 tutor 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 a faith-based or community-based organization 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 the faith-based organization.
- Seeking a donation from alumni of the program for specific service projects being performed by current members.

B. Prohibited Member Activities. A member's service activities may not include the following:

- Raising funds for his or her living allowance.
- Raising funds for an organization's operating expenses or endowment.
- Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
- Writing grant applications for funding provided by any other federal agencies.

VIII. RELEASE FROM TERM OF SERVICE

A. The member understands that he/she may be released for the following reasons:

1. For cause, as explained in paragraph (B) of this section; or
2. For 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 a violent felony or the sale or distribution of a controlled substance;
3. The member has committed a fourth offense in accordance with paragraph (D) of section V 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 Services of the United States; or
4. Some other circumstance occurs that makes it impossible or very difficult for the member to complete the term of service and the Program deems that circumstance to be compelling.

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. 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, however, the member demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowances or receive credit for any service hours missed).

E. If the member discontinues his/her term of service for any other reason than a release for compelling personal circumstances as described in paragraph (C), the member will cease to receive the benefits described in paragraph (A) of section IV and will receive no portion of the education award or interest payments.

F. If the member discontinues his/her term of service due to compelling personal circumstances he/she may receive a partial Education Award based on the number of hours served, but only if at least 15% of required total hours have been served.

IX. GRIEVANCE PROCEDURES

A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, and 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 below.

a) *Alternative dispute resolution.* (1) 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.

(2) 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.

(b) *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.

(c) *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.

(d) *Arbitration—(1) Arbitrator—(i) 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.

(ii) *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.

(2) *Time Limits—(i) Proceedings.* 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.

(ii) *Decision.* A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

(3) *The cost.* 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.

(e) *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.

(f) *Remedies.* Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include—

(1) Prohibition of a placement of a participant; and

(2) 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—

(i) Reinstatement of the employee to the position he or she held prior to the displacement;

(ii) Payment of lost wages and benefits;

(iii) Re-establishment of other relevant terms, conditions and privileges of employment; and

(iv) Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

(g) *Suspension or termination of assistance.* The Corporation may suspend or terminate payments for assistance under this chapter.

(h) *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.

X. POSITION DESCRIPTION

**WI Association for Homeless and Runaway Services
AmeriCorps Member Job Description**

- Make direct contact with homeless or otherwise hard to reach high risk youth at informal gathering places for purposes of providing prevention materials, referral information, and healthy alternatives to the street.
- Provide on site advocacy for runaways and mediation for families in locations throughout the community, including schools, police departments, etc.
- Work with local law enforcement to provide them with information on runaway services and promote referrals to runaway programs.
- Participate as co-leader, presenter, etc. in youth groups and activities in order to provide prevention, intervention, and the promotion of accessing the programs services.
- Participate in WAHRS, state AmeriCorps, and project training events
- Provide immediate response to requests for services through availability by cell phone
- Provide timely data reports as requested by the WAHRS/state commission.
- Provide transportation for needed services and referrals when necessary.
- Increase the community's knowledge of runaways and availability of services through presentations in order to promote referrals to the runaway program.
- Work cooperatively with fellow AmeriCorps members and program staff.
- Consult with program and case supervisors on service plan activities, work place issues, client cases, and other supervisory matters
- Carry AmeriCorps identification through the use of pins, badges, special clothing, etc. while performing AmeriCorps duties.
- Aid program site as needed in recruiting and training volunteers to be utilized by individual runaway programs.

XI. AmeriCorps Member Contract Addendum FY 2011-12

Members will count only those service related hours when recording time. This means hours where the member is serving their coalition, host site or assigned clientele. This includes but is not limited to; meetings, office time, outreach, travel time associated with trainings or street/community outreach, assistance with clients, etc.

Members should NOT count hours commuting to or from their assigned service sites, meals or breaks where there is no programmatic activity, recreational time when it does not involve youth or clients.

By signing below you agree that you understand the rules, regulations policies around counting hours on your time sheets (OnCorps). These are identified in the member agreements, handbook and AmeriCorps provisions.

XII. AMENDMENTS TO THIS AGREEMENT

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

WI Association for Homeless and Runaway Services

XIII. AUTHORIZATION

The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. If the member is under 18 years of age, the member's parent or legal guardian must also sign.

AmeriCorps Member

Site Supervisor

Signature

Signature

Name

Name

Date

Date

Parent/Legal Guardian

Date

WAHRS Executive Director

Signature

Name

Date

