

**AMERICORPS MEMBER AGREEMENT
OF PARTICIPATION IN THE
COMMUNITY MEDIATION CORPS AMERICORPS PROGRAM
11 Month, 1700 Hour, Full-time Contract**

I. Purpose

It is the purpose of this agreement is to delineate the terms, conditions, and rules of membership regarding the participation of _____(hereinafter referred to as the "Member") in the Community Mediation Corps AmeriCorps Program (hereinafter referred to as the "Program") with Community Mediation Maryland (hereinafter referred to as "CMM"). The Member understands that s/he is under contract to serve as a full-time Member serving 1700 hours over an eleven (11) month contract.

II. Minimum Qualification

The Member certifies that he/she is a United States citizen, a national, or a legal permanent resident and at least seventeen (17) years of age. Proof of citizenship is required. The acceptable documents are birth certificate and passport.

III. Terms of Service

(a) The Member's term of service begins on **October 1, 2009** and ends on **August 30, 2010**. This term of service may be extended by the Member and Program, in writing, if the Member's services have been suspended due to compelling circumstances, but may not exceed one year of service:

(b) The Member understands that attendance at a number of training activities and at special events is required for all members, including:

- ❖ Basic Mediation Training at CMM
- ❖ Conflict Resolution Day at service site
- ❖ Outreach Training at CMM
- ❖ Data Collection Training at CMM
- ❖ Volunteer Management Training at CMM
- ❖ Myers Briggs Training at CMM
- ❖ Retreat and Ropes Course in WVA
- ❖ All Program Quarterly Trainings at CMM

Exact dates for above Trainings are attached. Member attendance is mandatory at each training.

- (c) The Member will complete One Thousand and Seven Hundred (1700) hours of service during the period. A maximum of twenty percent (20%) of these hours may be training, education, or other similar approved activities and ten percent (10%) can be spent on fundraising. One Thousand and Seven Hundred (1700) hours must be spread over the entire contract period. The Member may not complete his/her service prior to **August 15, 2010**.

IV. **Benefits**

- (a) The Member will receive from the Program the following benefits:
 - (1) A living allowance of Eleven Thousand Four Hundred (\$11,400) dollars. The living allowance will be distributed over the term of service on a bi-weekly basis (less tax withholdings) through the payroll department at Community Mediation Maryland. Payroll will take a month after all paperwork has been completed accurately and submitted to the Community Mediation Maryland office. Members' paychecks will continue until the conclusion of the program.
 - (2) A child care allowance to be paid directly to the provider, if the Member qualifies for the allowance (This allowance will be distributed evenly over the term of service by the AmeriCorps Child Care Providers (NACCRRRA) on a bi-weekly basis.
- (b) Upon successful completion of the Member's term of service, the Member will receive an education award of a value of \$5,300 from the National Service Trust.
 - (1) Prior to using the education award, the Member agrees (in the event the Member has not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent.
 - (2) CMM will assist a Member in finding a program to complete a high school diploma equivalent if the Member requests assistance.
 - (3) If any of the required documentation needed from the member has not been received by CMM or the service site, the member will not receive an education award.

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

V. Rules of Conduct/Suspension or Dismissal from Program

- (a) The Member is expected, at all times while acting in an official capacity as an AmeriCorps Member to:
 - (1) use collaborative problem-solving and conflict resolution skills in responding to situations;
 - (2) follow policies and procedures of service site and CMM;
 - (3) direct concerns, problems, and suggestions to the appropriate Program official; and
- (b) While acting in an official capacity as an AmeriCorps Member, the Member may not:
 - (1) engage in any activity involving proselytizing or assisting religious organizations,
 - (2) attempt to influence legislation or an election or aid a partisan political organization,
 - (3) help or hinder union activity,
 - (4) aid a business organized for profit,
 - (5) engage in any activity that is illegal under local, state or federal law, or
 - (6) engage in activities that pose a significant safety risk to others.
- (c) The Program acknowledges that once it has formally accepted an individual as a Member, it may terminate his/her enrollment and rescind this Agreement only for cause. The first step in the process will be the offer of voluntary mediation. The next step will be to give the individual a due process hearing

where the Member shall be afforded proper and timely notice, and an appropriate opportunity to respond.

- (d) The Member understands that he/she will be either suspended or released for cause for committing certain acts during the term of service such as being convicted or charged with a felony or sale or distribution of a controlled substance.

- (e) The Member understands that the following acts also constitute a violation of the Program's rules of conduct:
 - 1. Unauthorized tardiness
 - 2. Unauthorized absences
 - 3. Stealing
 - 4. Failing to comply with the rules and procedures established by the site to which the Member is assigned
 - 5. Breach of confidentiality
 - 6. Engaging in activity that may physically or emotionally damage other Members of the Program or people in the community
 - 7. Possessing or using illegal drugs during the term of service
 - 8. Consuming alcoholic beverages before, during or after GOSV/ CNCS, Program, or Community Mediation Maryland service activities or while wearing the AmeriCorps uniform
 - 9. Being under the influence of alcohol or any illegal drugs during any GOSV, Community Mediation Maryland, or CNCS sponsored service activities
 - 10. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service.

- (f) The Member understands that the following acts also constitute a violation of this contract and may result in the suspension of a Members living allowance:
 - 1. Failure to submit weekly timesheets (due every Friday) to the service site and the CMM office.

 - 2. Failure to maintain adequate (as determined by each site or Program) number of service/training hours will result in a suspension of paycheck/living allowance until the member

catches up on service hours and has met with their site and CMM to discuss the delay.

- (d) Early dismissal or termination from the Community Mediation Corps Program will result in immediate suspension of Living Allowance, Health Care benefits, Child Care benefits and the Educational Award.
- (e) If a Member is suspended or terminated from their Program they are responsible for returning all of the Official AmeriCorps uniforms and materials (T-shirts/sweatshirts/hats/briefcase/handbook etc.)
- (f) Violation of any above-stated rules and any terms within this contract which do not result in immediate termination, shall result in the following action by the Program:
 - 1. For the Member's first offense, an appropriate official(s) will issue a verbal warning to the Member.
 - 2. For the Member's second offense, an appropriate program official(s) will issue a written warning and reprimand to the Member.
 - 3. For the Member's third offense, the Member may be suspended for one day or more without compensation and will not receive credit for service hours missed. Payroll is immediately suspended upon written notification from the service site. Without notification from the service site regarding termination member may still continue to receive their living allowance.
 - 4. For the fourth offense, the program may terminate the Member for cause.

At any and all points in this process, mediation may be used to determine a collaborative response to the situation.

VI. Release from Term of Service

- (a) 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 a 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 AmeriCorps deems that circumstance to be compelling.

- (b) If the Member discontinues his/her term of service for any reason other than a release for compelling personal circumstances, as described in paragraph (a) of Section VI, the Member will cease to receive the benefits described in this Agreement and will receive no portion of the education award or interest payments.
- (c) If the Member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (a) of Section VI of this Agreement, the Member will cease to receive benefits described in this Agreement. If, however, the Member has completed enough service hours, as determined by AmeriCorps, the Member may be eligible to receive a prorated portion of the education award or interest payments described in this Agreement. The Member understands that, in order to qualify for the education award, he/she must also fulfill all requirements outlined in the training agreement.
- (d) The Member understands that he/she is not considered an employee of CMM or the site to which he/she is assigned. As a result, the Member is not eligible for unemployment compensation when the Member completes his/her service or if the Member is released from the term of service.

VII. Personal Compelling Circumstances

The following are examples of Compelling Circumstances:

1. The Member has a disability or serious illness that makes completing the term impossible;
2. There is a serious injury, illness or death of a family Member which makes completing the term unreasonably difficult or impossible for the members;
3. The Member has Military Service obligations;
4. The Member has accepted an opportunity to make the transition from welfare to work;
5. Or some other unforeseeable circumstance beyond the Member's control that makes it impossible or unreasonably difficult for the Member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or a the non-renewal or premature closing of a project or the Program.

COMPELLING CIRCUMSTANCES DO NOT INCLUDE:

1. To enroll in school;
2. To obtain/maintain other employment, other than in moving from welfare to work;
3. Dissatisfaction with the program.

VIII. Grievance Procedures

The Program and the service site expect that Members, site supervisors, and Program staff will use collaborative conflict resolution skills to resolve conflicts on a regular basis. Members, site supervisors, and Program staff will use a formal mediation process when necessary.

When these collaborative strategies do not sufficiently address the issues, the Member understands that each agency may have a grievance procedure to resolve disputes concerning the Member's suspension, dismissal, service evaluation or proposed service assignment.

In addition to the grievance procedures established by each service site, the Member understands that if he/she is dismissed by his/her site, he/she has the right to appeal a dismissal to the Program Coordinator. Such an appeal will involve a full investigation of the matter and a recommendation for resolution by the Program Director. The Director's recommendation for resolution may be appealed by the Member or the individual(s) against whom the Member has filed the grievance.

Appeals of the Program Coordinator's recommendation will be directed to a committee of at least three individuals selected by the Program Director. These individuals, who must not have participated in any previous decisions concerning the issue in dispute, must hold a hearing no later than thirty (30) calendar days after the filing of the grievance, and a decision must be made no later than sixty (60) calendar days after filing. The decision of this committee, the Program Director and Community Mediation Maryland is legal and binding.

IX. Publicity

The Member agrees to the use of his/her name, photograph, and other identifying information for publicity or promotional purposes.

X. Training Requirements

The Member agrees to attend all scheduled training sessions required by the Program. Such training activities will be scheduled by both the service site to which

the Member is assigned and the Program. Whenever possible, the Program will provide adequate notice of such training activities to the Member. Members will be reimbursed for the mileage costs when traveling to trainings required by the Program. Mileage will be reimbursed at the CMM rate of reimbursement.

XI. Amendments to this Agreement

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

XII. Communication between Member and Program staff.

The Member understands that, due to the large geographical area served by CMM, communication with CMM staff will often occur through electronic mail. The Member agrees to open, maintain, and regularly check an e-mail account, to provide an address for this account to CMM staff, and to be responsible for any information (changes in training schedule, requests for information, etc.) transmitted to this account by CMM staff, site supervisors, other Members, and the like. A Member may use a personal e-mail account, one provided by the site, or may request an account from CMM.

Members also understand that they can call CMM staff at any time for assistance.

XIII. Member Handbook & Federal Benefits & Other Mandatory Materials

1. Member Handbook

I have received, read and understand the responsibilities and information found in the Member Handbook. _____ (Initial) _____(Date)

2. Benefits and Living Allowance

Certain Federal benefits may be affected by the living allowance, they include but are not limited to AFDC or TANF, Supplemental Security Insurance, Social Security Insurance, Social Security Disability Insurance and medical assistance. Benefits such as Food Stamps, Section 8 housing or public housing should not be affected.

I have read the above statement regarding federal regulations and my living allowance. If I have any additional questions, concerns or need further clarification I will contact the Program Coordinator for assistance.

_____ (Initial) _____ (Date)

I understand that if I am delinquent in submitting my time sheets and/or fall behind in my service hours, my living allowance/paycheck can and will be suspended. I am not eligible for the stipend I missed if I did not submit my time sheets on time. Any missed stipend is forfeited.

_____ (Initial) _____ (Date)

I understand my living stipend will be distributed through the CMM every two weeks and may take up to one (1) month from the time my paperwork is properly submitted to be processed. In the event I am suspended from the Program my living stipend will be suspended and I will not receive the money from the time I was suspended to the time of reinstatement.

_____ (Initial) _____ (Date)

3. Electronic Mail

I understand that I am responsible for any correspondence between myself and CMM staff via electronic mail, and have provided and will continue to provide as necessary an e-mail address where I can be contacted to CMM staff.

_____ (Initial) _____ (Date)

4. Training Schedule and Mileage Reimbursement

I have received, read and understand the mandatory training requirement identified above.

_____ (Initial) _____ (Date)

I understand that mileage reimbursement to and from mandatory Program trainings is only reimbursable if I attend the entire training.

_____ (Initial) _____ (Date)

I understand that I have thirty (30) days from the date of CMM approved travel to complete and submit my mileage reimbursement forms to CMM for reimbursement.

_____ (Initial) _____ (Date)

I understand and will attend the mandatory service projects: Conflict Resolution Day, Martin Luther King Day of Service, and Life After AmeriCorps.

_____ (Initial) _____ (Date)

5. Actual Hour Time Sheets

I understand that I am responsible for tracking my actual hours served and that my site supervisor must approve these hours. These time sheets are to be turned in to the CMM office. Failure to turn in time sheets on assigned dates may result in suspension of paychecks or service. It is my responsibility to track and keep my original time sheets and provide my site supervisor with copies. It is my responsibility to provide CMM with all of the original time sheets during site visits or at Program trainings.

_____ (Initial) _____ (Date)

I understand that time sheets are confidential. This means that I am only responsible for reviewing my own time sheet and any questions regarding my time sheet are to be directed to my site supervisor. I understand that if I review another Member's time sheet I am breaching confidentiality and could be dismissed from the Program.

_____ (Initial) _____ (Date)

6. Health Care/Child Care Benefits

I have received the AmeriCorps Health Care Coverage information and Child Care information. I have read and understand that I may be eligible for these benefits and will fill out the proper paper work if I determine I want to take advantage of or quality for these benefits.

_____ (Initial) _____ (Date)

I have read and understand that it is my responsibility to request, complete, make copies of, and submit any and all necessary paperwork directly to the Child Care Program on time and complete, and to forward a copy to the Program office. Failure to do so may result in late payments to provider or not being accepted into the Child Care Program.

_____ (Initial) _____ (Date)

I understand that I am eligible for AmeriCorps health care coverage if I do not have other health care coverage. I have signed below indicating if I would like the health care coverage or if I am waiving my right to the coverage.

_____ (Initial) _____ (Date)

SELECT ONE (1) OF THE FOLLOWING TO INITIAL AND DATE

- I would like the health care coverage and do not have existing coverage with any other person or company
_____ (Initial) _____ (Date)

- I have coverage through another person or company
_____ Company's Name
_____ (Initial) _____ (Date)

- I waive the right to Health Care coverage through the Program
_____ (Initial) _____ (Date)

7. Activities Description

I understand my activities description within the AmeriCorps Program at _____ (service site name) and I agree to comply with all expectations and regulations.)
_____ (Initial) _____ (Date)

8. I have been informed and understand that if I have a disability, CMM and my service site will make reasonable accommodations to meet my needs. If these accommodations are necessary, I will notify the Program Director in writing of my needs.

_____ (Initial) _____ (Date)

9. I understand that CMM and my selected service site are DRUG-FREE Workplaces. I understand that I may be liable to testing if my service site and or Program requires or requests testing of Members.

_____ (Initial) _____ (Date)

10. I understand that I have selected to join the Community Mediation Corps AmeriCorps program for a term of eleven (11) months, and that early termination or dismissal may result in forfeiting my educational award and interest payments, and may include other penalties as outlined in this agreement. _____ (Initial) _____ (Date)

