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USDA [Department of Agriculture]/AmeriCorps-Model Member Agreement

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MODEL AMERICORPS*USA PROGRAM MEMBER AGREEMENT

I. This agreement is hereby entered into on this _____ day of _____, 19____, between the _____ (hereinafter referred to as "Program") and John Doe, a Member in the Program (hereinafter referred to as "Member").

Whereas, *[insert the mission of the program in this paragraph and a description of the various service activities]*.

Whereas, the Member has indicated that he/she is ____ years of age or older, and has been selected to participate in the program.

II. In consideration of the Member's agreement to engage in national service by enrolling in the Program, beginning on _____, 19____, and completing at least _____ service hours by the end of the program ending on _____, 19____, the Program hereby agrees to provide the Member with the following benefits:

- a. a living allowance of \$_____;
- b. health insurance to qualified Members;
- c. a child care allowance to qualified Members; and
- d. an education award of \$_____ for those qualified Members who successfully complete the program.

III. 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 disabilities) to obtain a high school diploma or its equivalent prior to using the education award.

IV. The Member further agrees to act in conformance with, and abide by, all current and future rules and procedures established by the Program, as well as [program should insert other lesser disciplinary measures if it deems appropriate]. The Member also agrees to comply with

[The program should insert its conduct requirements--both acceptable conduct and a list of prohibited activities--and any other rules in this paragraph.]

Failure to comply with the above requirements may be a basis for the Member being suspended or dismissed from the program. As a result of such a suspension or dismissal, the Member may jeopardize his/her benefits including the living allowance and the education award.

V. The Member agrees that he/she may be released for cause from the Program for, but not limited to, the following reasons:

If he/she is convicted of a felony or possession of a controlled substance;

If he/she is charged with a violent felony or the sale or distribution of a controlled substance;

[The program should also insert it's own policy. The program should note that reasons for suspension or dismissal may include chronic truancy, consistent failure to follow directions and failure to adhere to program rules and guidelines.]

VI. Any Member whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may resume service if he/she is found not guilty or if such charge is dismissed. Any Member whose service was suspended because of being convicted of a first offense of possession of a controlled substance may resume service by demonstrating that he/she has enrolled in an approved drug rehabilitation program. A Member convicted of a second or third offense may resume services by demonstrating successful completion of a rehabilitation program.

VII. The Member may request termination of his/her term of service in the program for compelling personal circumstances by indicating in writing his/her desire to terminate his/her service. The Program is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify release on this basis. The Member understands that, as a result of this action, he/she may only receive a portion of the education award for the actual time the Member served. In order to be eligible for a portion of the educational award, the Member must have served a minimum of 15% of his/her term of service.

VIII. A Member that drops out of the Program without obtaining a release for compelling personal circumstances is considered to have been released for cause.

IX. The Member may also temporarily suspend performance of his/her term of service for a period of up to two years, if authorized by the appropriate Program official. During this period, the Member will not be entitled to any benefits.

X. The Program will establish and implement a grievance procedure for Members to resolve disputes concerning their suspension, dismissal or other issues. The details of this grievance procedure are set forth in a separate document and attached hereto.

[Programs must design their grievance procedure pursuant to Corporation guidelines. See 45 CFR § 2540.230.]

XI. The Program agrees that if it is determined through the grievance process that a Member was wrongly released or suspended for cause, the Member will receive credit for any service missed and back-pay for any missed living allowance except for resumptions in service pursuant to Paragraph VI of this agreement.

XII. The Member agrees to notify the Program of any criminal arrest or conviction.

XIII. The Member agrees not to possess or use any illegal drugs during his/her term of service. The Member also agrees not to consume alcoholic beverages during the performance of service activities, and further agrees not to be under the influence of alcohol or any illegal drug during the performance of service activities.

XIII. The Member acknowledges by his/her signature at the bottom of this document that he/she has read, and/or has been adequately informed of the requirements and primary responsibilities of all parties to the Agreement, as well as the major provisions of this Agreement. The Member further understands that the Member's signature constitutes an agreement and promise to comply with all program requirements.

Type Member's Name

Type Program Official's Name
Title

Member's Signature

Official's Signature

Date

Date

Note: The following model Member agreement is intended to serve as template for programs as they design their own agreements tailored to their individual needs. (This model agreement is based on the assumption that the Member is a full-time participant. Some items that may change from program to program are underlined.) Because of the vast diversity of AmeriCorps program types, no one agreement will be right for all programs. This model agreement, then, should be viewed only as a guide. It may in fact be perfectly appropriate for some programs—and it has been reviewed to ensure that it meets all legal requirements. It will, however, undoubtedly need some modification to fit most programs. Some programs already have longstanding Member agreements they will wish to use; others may wish to adopt this model in some modified form.

At a minimum, programs should be aware that regardless of which Member agreement they use, they do have to have one, and it must clearly lay out the conditions under which Members will be released for cause. We also strongly recommend including a description of the term of service, and benefits that will be provided. The agreement, however, should not include any monetary fines as a possible penalty for violating the Program's rules of conduct or any other disciplinary rules.

**AGREEMENT OF PARTICIPATION
IN THE
COOKIES AND CREAM AMERICORPS*USA PROGRAM**

I. Purpose

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of Rocky Road (hereinafter referred to as the "Member") in the Cookies and Cream AmeriCorps*USA Program (hereinafter referred to as the "Program").

II. Minimum Qualification

The Member certifies that he/she is a United States citizen, a national, or a legal permanent resident and at least 16 years of age.

III. Terms of Service

(a) The Member's term of service begins on September 12, 1994 and ends on July 12, 1995. This term of service may be extended by the Member and Program, in writing, for the following reason:

the Member's service has been suspended due to compelling personal circumstances.

(b) The Member will complete a minimum of 1700 hours of service during this period. Of these 1700 hours, a maximum of 20% of these hours may be training, education, or other similar approved activities.

(c) The Member understands that in order to 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 an end of term evaluation of the Member's performance focusing on factors such as: whether the Member has—

- (1) completed the required number of hours;
- (2) satisfactorily completed assignments, tasks, or projects; and
- (3) met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

(d) 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—

- (1) a living allowance of \$7,640, if the Member is a full-time participant. (The allowance will be distributed evenly over the term of service on a bi-weekly basis (less tax withholdings.)
- (2) health care insurance, if the Member qualifies for coverage. (The health insurance policy is hereto attached.)
- (3) a child care allowance of _____ to be provided directly to the provider, if the Member qualifies for the allowance. (This allowance will be distributed evenly over the term of service 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 \$4,725 [for a member who will not receive an education award, put "\$0"] from the National Service Trust.

(1) Prior to using the education award, the Member agrees (in the event the Member has not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent (unless the Member is enrolled in an institution of higher education on an ability to benefit basis or the Program has waived this requirement due the results of the Member's education assessment);

(2) The Member understands that his/her failure to disclose to the Program any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.

(c) If the Member has received forbearance on a qualified student loan during the term of service, and the Member successfully completes the term of service, the National Service Trust will repay any interest that accrued on the loan during the term of service.

V. Rules of Conduct

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

- (1) demonstrate mutual respect toward others;
- (2) follow directions;
- (3) direct concerns, problems, and suggestions to the appropriate Program official; and
- (4) not engage in any activity involving proselytizing or assisting religious organizations, attempting to influence legislation or an election or aid a partisan political organization, helping or hindering union activity, or aiding a business organized for profit.

(b) At no time may the Member—

- (1) engage in any activity that is illegal under local, state or federal law;
- (2) engage in activities that pose a significant safety risk to others;
- (c) The Member understands that the following acts will also constitute a violation of the Program's rule of conduct—
 - (1) unauthorized tardiness;
 - (2) unauthorized absences;
 - (3) repeated use of inappropriate language (i.e. profanity) at job site;
 - (4) failure to wear appropriate clothing to service assignments;
 - (5) stealing or lying;
 - (6) engaging in activity that may physically or emotionally damage other Members of the program or members of the community;
 - (7) possessing or using any illegal drugs during the term of service;
 - (8) consuming alcoholic beverages during the performance of service activities;
 - (9) being under the influence of alcohol or any illegal drugs during the performance of service activities; or
 - (10) failure to notify the Program of any criminal arrest or conviction that occurs during the term of service.

(d) For violating the above stated rules, 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 to the Member;
- (3) for the Member's third offense, the Member may be suspended for one day or more without compensation;
- (4) for the fourth offense, the Program may release the Member for cause.

[The Program should not include any monetary fines as a possible penalty for violating the rules of conduct]

(e) The Member understands that he/she will be either 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 such as being convicted or charged with a violent felony, possession, sale or distribution of a controlled substance.

VI. Release from Term of Service

(a) The Member understands that he/she may be released for the following two reasons:

- (1) for cause, as explained in paragraph (b) of this section; or
- (2) compelling personal circumstances as defined in paragraph (c) of this section.

(b) The Program will release the Member for cause for the following reasons:

- (1) the Member has dropped out of the Program without obtaining a release for compelling personal circumstances from the appropriate Program official;
- (2) during the term of service the Member has been charged with 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 the Member, however, 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 credit for any service hours missed.)
- (e) The Program may suspend the Member's term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (c) in section V of this agreement;

(f) If the Member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (b), (d), and (e), 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.

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

VII. Grievance Procedures

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

(b) The Member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure which is set forth in a separate document and hereto attached.

VIII. Amendments to This Agreement

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

IX. 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.

(Signature) _____
Rocky Road
AmeriCorps Member

(Signature) _____
Jane Doe
Cookies and Cream AmeriCorps*USA
Program Director