Jumpstart AmeriCorps Member Contract

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 Jumpstart Fullerton AmeriCorps Program (hereinafter referred to as the “Program”).

II. MINIMUM QUALIFICATIONS

The member certifies that s/he is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age.

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III. TERMS OF SERVICE

A. The member’s term of service begins on ___9/1/04___ and ends on ___08/31/05__. Under no circumstances may the term of service be extended beyond one calendar year, unless the program and the member agree, in writing, to extend this term of service 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.

It is optional for the member to serve during the periods of November 22-28, 2004 his/her university Thanksgiving Break, and December 20, 2004 –January 28, 2005 for winter break.

B. The member will complete a minimum of 300 during this period. No more than 20% of these hours will be spent in member development activities.

C. The member understands that to successfully complete the term of service (as defined by the program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, s/he must complete at least 300 hours of service, including the satisfactory completion of pre-service and ongoing education and training that relates to the member’s ability to perform service.

D. The member understands that to be eligible to serve 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 with this program 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; and
   3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

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

F. The member understands that s/he may be entitled to serve up to three terms of service with different AmeriCorps programs, but may earn no more than two education awards.
Earning an education award from a part-time program is equivalent to doing so with a full-time program for these purposes. Beginning a service term but failing to complete it (for any reason other than compelling personal circumstances) will count as one of the member's two chances to earn an education award.

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IV. POSITION DESCRIPTION

A. The name of the member’s direct supervisor is Kelly Teramoto, Jumpstart Coordinator. The member agrees to the following responsibilities, as laid out in the Jumpstart Corps Member Position Description below.

B. During the Jumpstart School Year program, all Corps members complete 300 hours of service. This intensive commitment represents the investment that Jumpstart believes will make a substantial impact in the life of a young child. During Jumpstart School Year, AmeriCorps members participate in the following activities:

- Serve part-time, 10-12 hours per week, during the entire 2004-05 school year
- Participate in Jumpstart sessions with their team and partner child, 4 hours per week (two afternoons a week for two hours each)
- Participate in Future Teachers team meetings (team planning meetings), which include some in-class planning, reflection, and/or training, 2-3 hours per week (following the Jumpstart session or at a separate time)
- Serve 4-6 hours each week in a preschool classroom during the regular school day
- Participate in periodic Family Involvement events, often held outside normal service hours
- Receive intensive pre-service training, and attend ongoing training workshops or institutes (including class time)
- Attend periodic service days, usually held on Saturdays
- Additional activities in support of Jumpstart’s organizational priorities, on an as-needed basis

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V. BENEFITS

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

1. If qualified, a member may receive a work-study allotment for the school year of service, in the amount of $10 per hour as the university’s rate but totaling no more than their financial aid award amount.
   a. The allowance is taxable, and taxes will be deducted directly from the living allowance.
   b. The allowance will be distributed monthly, according to the university’s schedule.

B. Upon successful completion of the member’s term of service, the member will receive an education award from the National Service Trust. For part-time terms of service, the amount of the education is pro-rated from the full-time equivalent. Thus, for successful completion of a 300-hour term, the member will receive an education award of $1000.00

1. If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an
institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member’s education assessment.

2. The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.

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VI. RULES OF CONDUCT

A. 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.
3. While participating in Jumpstart activities or wearing the Jumpstart uniform (Jumpstart t-shirt with appropriate logos), engage in any AmeriCorps prohibited activities, which include:
   • Attempting to influence legislation.
   • Organizing or engaging in protests, petitions, boycotts, or strikes.
   • Assisting, promoting or deterring union organizing.
   • Impairing existing contracts for services or collective bargaining agreements.
   • Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
   • 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.
   • 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.
   • Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities.
   • Voter registration drives by AmeriCorps members are unacceptable service activities. In addition, Corporation funds may not be used to conduct a voter registration drive.
   • AmeriCorps members may not displace paid employees from their normal roles and responsibilities.
   • AmeriCorps members may engage in fundraising but ONLY under the following circumstances:
     a. 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:
        i. Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read.
        ii. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
        iii. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
        iv. 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.

b. Seeking a donation from alumni of the program for specific service projects being performed by current members.

- AmeriCorps members may NOT engage in the following fundraising activities:
  i. Raising funds for his or her living allowance.
  ii. Raising funds for an organization’s operating expenses or endowment.
  iii. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
  iv. Writing grant applications for funding provided by any other federal agencies.

B. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:
1. Strive to provide the highest-quality service to children and families and the best possible work environment for Corps members.
2. Demonstrate Jumpstart’s organizational values of quality, diversity, challenge, respect and kindness.
3. Act in a professional manner in all Jumpstart activities, maintaining a positive attitude and high level of effort.
4. Act in a way that demonstrates respect for the children, families, teachers, program partners, communities, Corps members and staff with whom s/he works.
5. Direct concerns, problems, and suggestions to Dr. Sharon Seidman, Jumpstart Faculty and/or Kelly Teramoto, Jumpstart Coordinator.

C. The member understands that the following acts also constitute a violation of the program’s rules of conduct:
1. Excessive or unauthorized absences
2. Excessive or unauthorized tardiness
3. Failure to wear appropriate clothing (Jumpstart T-Shirt with Jumpstart and AmeriCorps logo clearly visible) to service assignments
4. Violation or infraction of Jumpstart organizational values
5. Theft or inappropriate removal or possession of Jumpstart property
6. Falsification of service record or other records
7. Insubordination or other disrespectful conduct
8. Fighting or threatening violence in the workplace*
9. Attendance at Jumpstart activities while using or under the influence of alcohol or drugs*
10. Sexual or other unwelcome or unlawful harassment*
11. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service*
12. Engaging in any behavior that may physically or emotionally damage members of the Jumpstart community, including children, families, Corps members, and staff*
13. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service*
14. Violation of other organizational policies or expectations for satisfactory performance or conduct*
* For violations 8-13 above, a particularly grievous or severe incident of this nature may require Jumpstart to bypass the usual progressive discipline policy (see subsection F below) and immediately move to discuss termination of the member, as in subsection VII(B)(4) below.

D. Under the Drug-Free Workplace Act, you must notify the Site Manager in writing within five (5) days if you are arrested or convicted of a drug offense. Your participation in the Program is conditioned upon compliance with this notice requirement and we will take action for violation of this.

E. In general, for violating the above stated rules in section VI(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 a first offense, an appropriate program official will issue a verbal warning to the member.
2. For a second offense, an appropriate program official will issue a written warning and reprimand the member, which may include the development of a performance improvement plan.
3. At or after the second offense, an appropriate program official may place the member on probation, the duration and terms of which will depend on the nature and severity of the offense, and the consequences of which may include suspension or termination.
4. For a third offense or more, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
5. Following a fourth offense and/or the failure of the member to satisfactorily complete a probation or suspension period, the program may release the member for cause.

G. The member understands that s/he will be either suspended or released for cause in accordance with paragraphs (B), (D), and (E) of section VII 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.

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VII. RELEASE FROM TERMS OF SERVICE

A. The member understands that s/he may be released for the following two 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. In accordance with paragraph (E) of section VI of this agreement, the member has committed a fourth offense and/or violated expectations of a probation or suspension period;
4. The member has committed any of the offenses listed in section VI(C)8-13 above to a severe degree; or
5. Any other serious breach that in the judgment of the Site Manager would undermine the effectiveness of the program.
C. The Program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:
   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 that makes completing the term unreasonably difficult or impossible for the member;
   3. The member has Military service obligations;
   4. The member has accepted an opportunity to make the transition from welfare to work; or
   5. Some other unforeseeable circumstance beyond the member’s control 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 the nonrenewal or premature closing of a project or the program.

D. Compelling personal circumstances do not include leaving the Program:
   1. To enroll in school;
   2. To obtain employment, other than in moving from welfare to work; or
   3. Because of dissatisfaction with the program.

E. The Program may 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 s/he 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.)

F. 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) of section VI of this agreement.

G. 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 V and will receive no portion of the education award or interest payments.

H. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the member will cease to receive benefits described in paragraphs (B) and (C) of section V.

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VIII. GRIEVANCE PROCEDURES

A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member’s suspension, dismissal, service evaluation or proposed service assignment.
B. The member understands that, as a participant of the program, s/he may file a grievance in accordance with the Program’s grievance procedure.

C. The Jumpstart Grievance Procedure is used in cases where informal efforts to resolve disputes are unsuccessful. In the case of Corps members, these procedures are intended to apply to service-related issues, such as assignments, evaluations, suspension or release for cause. All grievances that allege fraud or criminal activity must be brought to the attention of the Corporation for National and Community Service.

A grievance must be filed within a year of the alleged occurrence, except in cases alleging fraud or criminal activity. Grievances must be submitted in writing to the Site Manager of the Jumpstart site. In the event that a Jumpstart site is no longer in existence at the time the grievance is filed, the Jumpstart Regional Office will assume responsibility for processing all grievances, which should be submitted to the Regional Executive Director. Any questions regarding Jumpstart’s grievance procedure may also be directed to the Jumpstart National office.

1. Grievance Hearing
   a. A grievance hearing will be held no later than 30 days after the filing of the grievance. This timeframe may only be extended by written agreement of both parties.
   b. Prior to the hearing, one or more pre-hearing conferences will be arranged by Jumpstart and facilitated by the Regional Executive Director at a time mutually convenient to both parties. The pre-hearing conference is intended to facilitate a mutually agreeable resolution of the matter to make a hearing unnecessary or to narrow the issues to be decided at the hearing.
   c. The grievance hearing will be facilitated by either a member of the local Jumpstart Board of Advisors, or a member of the Jumpstart National Office. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A written decision to the hearing will be made no later than 60 days after the initial filing of the grievance.

2. Binding Arbitration
   a. If the decision made is adverse to the aggrieved party, or if no decision is made within 60 days of the filing of the filing, an option for binding arbitration is available. The arbitrator must be independent and selected by mutual consent of the parties involved. If the parties cannot agree on the arbitrator, the Governor’s Office of Service and Volunteering will appoint one within 15 days of receiving a request from one of the parties. The arbitration proceeding must be held no later than 45 days after the request for arbitration, and no later than 30 days after the arbitrator’s appointment. An arbitration decision must be made within 30 days after the commencement of arbitration proceedings.
   b. The cost of arbitration must be divided evenly between the parties, unless the aggrieved party prevails, in which case the program must pay the total cost of the proceedings as well as the prevailing party’s attorney fees.

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IX. DRUG-FREE WORKPLACE ACT

A. The member understands that the Program adheres to the Drug Free Work Place Act, which requires all federal grant and contract recipients whose awards are over $25,000 to demonstrate that they do not tolerate drugs in the workplace in order to continue to qualify for federal funding.
B. The member has been made aware that, in accordance with this Act, the unlawful possession, use, distribution, dispensation or manufacture of a controlled substance, e.g. illegal drugs, on the premises of the Program, at any service site or location at which a member is performing program services, or at any time a member is representing the Program, may be the basis for disciplinary action up to and including termination of service.

1. Within five days of a conviction for a drug-related violation, the member is required to notify a member of program staff in writing of violation.
2. The local program staff will notify Jumpstart National within 10 days after receiving notice of such conviction. Within 30 days after receiving said notice, Jumpstart National will, in cooperation with the Jumpstart site, impose the following sanctions or remedial measures on any member who is convicted of drug abuse violations:
   • Take appropriate disciplinary action toward such Corps member, up to and including termination of service;
   • Require such Corps member to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement or other appropriate agency as a condition of continuing in service with Jumpstart, and;
   • Require such Corps member to undergo appropriate tests designed to detect the presence of alcohol, illegal drugs, or other controlled substances where it has reason to believe that the Corps member may be under the influence of any of these substances. Refusal to consent to submit to these tests, or any resulting positive test finding, may result in disciplinary action up to and including termination of service.

X. STATEMENT OF NON-DISCRIMINATION

Jumpstart does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, sexual orientation, age, citizenship, military status, disability, or any other characteristic protected by federal, state or local law.

XI. AMENDMENTS TO THIS AGREEMENT

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

XII. 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.

AmeriCorps Member Name (print): 

Signature: _______________________________ Date: __________________

Program Coordinator Name (print): 

Signature: _______________________________ Date: __________________