



Agreement of Participation in the AmeriCorps Program of the Palouse-Clearwater Environmental Institute

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 an AmeriCorps*USA program (hereinafter referred to as the “Program”).

II. Minimum Qualifications

A. The Member certifies that he/she is a United States citizen, a United States national, or a legal permanent resident of the United States, and at least 17 years of age at the time of enrollment in the program.

B. The Member understands that all of the below listed items must be completed and submitted to the Program. The Member further understands that if he/she has not completed and submitted all of these items, he/she may be released from the program.

- AmeriCorps Application (including 2 references)
- Signed Certification Form (for AmeriCorps Application)
- Corporation for National Community Service (CNCS)/AmeriCorps Enrollment Form
- PCEI Authorization/Eligibility Form
- Background Check Authorization Form
- High School Diploma Agreement
- Publicity/Permission to Release Personal Information Agreement Form
- AmeriCorps Member Education Award Eligibility Agreement
- Loan Forbearance Request Form (if applicable)
- Child Care Eligibility Agreement (if applicable)
- Copy of Social Security Card
- Copy of birth certificate, US Passport or proof of naturalization/resident alien status
- Copy driver’s license or government ID
- Direct Deposit Authorization Form, W-4, I-9 (with documentation)
- Personnel Payroll Information Form
- Medical Release Waiver
- Member Agreement
- Health Insurance Options Form and Eligibility Agreement

III. Term of Service

A. The Member’s term of service begins on _____ and ends on _____
_____. This term of service may be extended by the Member and Program, in writing, for the following two reasons only:

1. The Member’s term of service has been suspended due to compelling personal circumstances; or
2. The Member’s service has been terminated, but a grievance procedure has resulted in reinstatement.

- B. The Member will complete a minimum of _____ hours of service during this term of service.
- C. The Member understands that in order to successfully complete the term of service and to be eligible for the education award, he/she must: 1) serve at least _____ hours; 2) serve the entire term of service, **even if this requires the Member to serve more than the minimum hour requirement**; 3) satisfactorily complete pre-service training and other required training; 4) and satisfactorily complete assignments, tasks and projects.
- D. The Member understands that in order to be eligible for the full living allowance, he/she must serve the entire term of service, even if this requires the Member to serve more than the minimum hour requirement.
- E. The Member understands that he/she may serve more than _____ hours. If the Member reaches _____ hours before the end of his/her term of service, he/she is expected to continue to serve through the end of the term without additional compensation.
- F. The Member understands that he/she may serve in multiple terms of service that add up to the **maximum** value of two full-time education awards. An AmeriCorps Member may receive no more than two education awards. He/she may serve a third term of service in another National & Community Service Program, however, education awards are received for the first two terms of service only.

IV. Position Description

The Member acknowledges that he/she read and understands the duties of his/her position as described in Attachment C. The Member also understands that the position's duties may be changed or revised by written consent of both Member and Program.

V. Benefits

- A. The Member will receive the following benefits during his/her term of service:
 - A living allowance of approximately \$_____ per month for expenses while serving. The living allowance is taxable and taxes are withheld. This living allowance will be dispensed in 2 equal installments per month, on the 15th and on the last day of the month unless one of those days falls on a weekend, in which case it will be disbursed on the Friday before. The first installment will be disbursed on _____. The last installment will be disbursed on _____. A Member who ends service early or starts service late (without extending the term of service) will receive the portion of the living allowance that would be provided for that period of participation under the program's living allowance distribution policy.
 - 1. Health care insurance, if the Member qualifies for coverage.
 - 2. A childcare allowance to be provided by the National Association of Child Care Resource and Referral Agencies and paid directly to the provider, if the Member qualifies for the allowance.
- B. Upon successful completion of the Member's term of service, the Member will receive an education award of a value of \$ _____ from the National Service Trust. (The education award is taxable in the year it is used.)
 - 1. In the event the Member has not received a high school diploma or its equivalent, the Member understands that he/she must obtain such certification before using his/her education award.
 - 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.
 - 3. The Member understands that if the Corporation for National and Community Service determines that he/she is not eligible for an education award, the Program

is not responsible for and will not provide an education award to the Member. For example, if the Member has previously served in any two National & Community Service programs (AmeriCorps*State, AmeriCorps*National, AmeriCorps*VISTA, AmeriCorps*NCCC, AmeriCorps*Tribes and Territories, AmeriCorps Leader Program, or AmeriCorps Promise Fellows), his or her term of service with this Program would be considered a third term of serve, and the Member would not be eligible for an education award.

- C. If the Member has received forbearance on qualified student loans during the term of service, and the Member successfully completes the term of service, the National Service Trust will repay all or part of the interest that accrued on the loans during the term of service. The payment of interest by the National Service Trust on qualified student loans is taxable to the Member in the year it is paid. Loans already in default cannot be put into forbearance.

VI. Rules of Conduct

- A. The Member is expected, at all times while acting in an official capacity as an AmeriCorps Member, to:
1. Report to service on time;
 2. Contact his/her site supervisor if he/she will be absent or tardy;
 3. Wear designated uniform and program identifiers as directed, and otherwise dress appropriately;
 4. Show respect and consideration to others;
 5. Complete projects in a safe and satisfactory manner;
 6. Attend all required Member training sessions and meetings;
 7. Successfully pass a criminal background check;
 8. Accept responsibilities for his/her own actions;
 9. Respect and maintain program headquarters and service sites;
 10. Contribute to a healthy and harassment free workplace;
 11. Direct concerns, problems and suggestions to appropriate person(s) as outlined in grievance procedures. (Attachment B);
 12. Abide by provisions outlined in the Member Handbook.
- B. At no time while acting in an official capacity, may the Member:
1. Engage in any activity that is illegal under local, state or federal law;
 2. Engage in prohibited activities, as outlined in Attachment A;
 3. Engage in activities that pose a significant safety risk to self or others;
- C. The Member understands that the following acts also constitute a violation of the Program's Rules of Conduct:
1. Persistent irresponsibility, including unauthorized absences, chronic tardiness or refusal to perform duties;
 2. Repeated use of inappropriate language (i.e. profanity) during the performance of service activities, including during meetings;
 3. Failure to wear clothing appropriate to service assignments;
 4. Failure to maintain appropriate hygiene;
 5. Stealing or lying;
 6. Engaging in activities that may damage or destroy property;
 7. Engaging in activities that may physically or emotionally damage or threaten other Members or staff of the Program, or people in the community;

8. Possessing, consuming or being under the influence of any illegal drugs or alcohol while on service time, including but not limited to the service site, retreats, overnight service experiences or spikes.
 9. Failing to notify the Program of any criminal arrest or conviction that occurs during term of service;
 10. Sexually harassing anyone involved in Program activities, including fellow Members, sponsors, staff, volunteers, or anyone in the community;
 11. Possession of weapons or dangerous instruments;
 12. Falsifying information; or
 13. Any other behavior deemed inappropriate or unprofessional by the Site Supervisor or Program Director.
- D. The Member understands that failure to comply with the above outlined Rules of Conduct and the provisions outlined in the Member Handbook may result in suspension or release from the program for cause. Such suspension or release may jeopardize the Member's benefits, including living allowance and education award.

VII. Suspension from Term of Service

- A. The Member understands that he/she will be suspended from service if he or she is charged with a violent felony or the possession, sale or distribution of a controlled substance. He/she will be suspended without a living allowance and without receiving credit for missed hours. The Member may resume service if found not guilty or if the charge is dropped. If convicted, he or she will be released for cause. If released for cause, the Member will not receive an education award.
- B. The Member understands that he/she may be suspended for, but not limited to, the following reasons:
1. Violation of the terms of this agreement;
 2. Violation of the Rules of Conduct outlined in this agreement;
 3. Violation of provisions outlined in the Member Handbook.

VIII. 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;
 2. For compelling personal circumstances as defined in paragraph (C) of this section.
- B. Release for Cause: The Program may release a Member for cause for, but not limited to, the following reasons:
1. The Member is in violation of the terms of this agreement;
 2. The Member is in violation of the rules of conduct outlined in this agreement;
 3. The Member is in violation of provisions outlined in the Member Handbook;
 4. The Member was absent from the Program without obtaining permission from the appropriate Program official for time off, or a release for compelling personal circumstances;
 5. During the term of service, the Member has been convicted of a violent felony or the possession, sale or distribution of a controlled substance;
 6. The Member has a positive drug test result or refuses to cooperate in drug testing in accordance with paragraph (C) of Section IX.
 7. The Program reserves the right to release a Member for cause if, in the opinion of the Program Director, his/her conduct in any way undermines the effectiveness of the Program.

- C. Release for Compelling Personal Circumstances: The Program may release the Member from the term of service for compelling personal circumstances if:
1. The Member has serious injury, disability or illness, that make completing the term of service impossible;
 2. There is serious injury, illness or death of an immediate family Member which make completing the term unreasonably difficult or impossible for the Member;
 3. The Member has military service obligations;
 4. Some other circumstances occur that make it impossible or unreasonably difficult for the Member to complete the term of service and the Program deems the circumstances to be compelling.
- D. Reasons such as, but not limited to, dissatisfaction with assignments or living allowance, the desire to return to school, to move to another part of the country, or to take a job are examples that **do not** justify a release for compelling personal circumstances.
- E. If the Member discontinues his/her term of service, for any reason other than a release for compelling personal circumstances as described in paragraph (C) of this section, the Member will not receive an education award and the Corporation for National and Community Service will not pay any interest accrued if the Member has obtained a loan forbearance. The Member will cease to receive the benefits described in Section V and may be disqualified from future service through AmeriCorps.
- F. If the Member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of this section, the Member will cease to receive benefits described in paragraph (A) of Section G. If, however, the Member is released due to compelling personal circumstances and he/she has completed at least 15% of the required hours, the Member may receive a pro-rated portion of the education award and interest payments.

IX. Drug Free Workplace Act

- A. The Member understands that his/her participation in the Program is conditional upon compliance with the Drug Free Workplace Act. He/she must notify the Program, in writing, of any criminal drug convictions for a violation occurring during the performance of program or service activities not later than 5 days after such a conviction. The Program is required to take appropriate action, including release for cause, and must report such a conviction to the Corporation for National and Community Service within ten days of becoming informed of the conviction.
- B. The Member understands that the unlawful manufacture, distribution or use of a controlled substance is prohibited.
- C. A Member may be tested for drug or alcohol use, if reasonable suspicion exists that he/she used drugs or alcohol during service activities. Generally, a Member with a positive test result will be released for cause. Members who refuse to cooperate in specimen collection may be released for cause. The Member's test results, positive or negative, and the fact that the test was performed will be kept confidential.

X. Grievance Procedure

The Member has read and understands the grievance procedure (Attachment B) to resolve disputes concerning the Member's suspension, dismissal or other issues related to the Member's service experience.

XI. Amendments to this Agreement

- A. This agreement may be changed to conform to changes in requirements set forth by the Corporation for National and Community Service or state or federal laws.
- B. This agreement may be changed or revised by written consent of both parties.

XII. Authorization

- A. The Member acknowledges by his/her signature at the end of this document that he/she has read and understands the requirements and primary responsibilities of all parties to this Agreement, as well as the major provisions of this Agreement. The Member further understands that his/her signature constitutes an agreement and promise to comply with all Program requirements.
- B. The Member further acknowledges that he/she has received a copy of the Member Handbook and understands that he/she is expected to read and be familiar with its contents.
- C. If the Member is under 18 years of age, he/she understands that his/her parent or legal guardian must sign this agreement.
- D. The PCEI AmeriCorps programs reserve the right to amend, supplement or rescind any provisions of the Member Handbook as is deemed necessary and/or appropriate.
- E. The AmeriCorps Provisions and the AmeriCorps Director’s Handbook serve as the basis for the topics outlined in this Agreement and in the Member Handbook. In the event of discrepancies in information, conflicts will be resolved by giving precedence in the following order:
 - 1. Federal and State statutes and regulations;
 - 2. AmeriCorps Provisions;
 - 3. AmeriCorps Program Director’s Handbook;
 - 4. Member Agreement;
 - 5. Member Handbook.

The Member and Center Director hereby acknowledge, by their signatures, that they have read, understand and agree to all terms and conditions of this Agreement.

AmeriCorps Member Name (Print)

Director Name (Print)

AmeriCorps Member Signature

Director Signature

Date

Date

AmeriCorps Member’s Date of Birth

ATTACHMENT A

PROHIBITED ACTIVITIES

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the activities listed on the next slide(s). Like other private citizens, members may participate in these activities on their own time, at their own expense, and at their own initiative. They may never log hours while participating in any of these activities and should not wear any of their AmeriCorps identification or service gear.

1. Attempt to influence legislation;
2. Organize or engage in protests, petitions, boycotts or strikes;
3. Assist, promote, or deter union organizing.
4. Impair existing contracts for services or collective bargaining agreements.
5. Engage in partisan political activities, or other activities designed to influence the outcome of an election to any public office.
6. Participate in, or endorse events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engage in religious instruction, conduct 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 engage in any form of religious proselytization.
8. Provide abortion services or referrals for receipt of such services
9. Provide a direct benefit to
 - i. a for-profit business,
 - ii. a labor union,
 - iii. a partisan political organization,
 - iv. any non-profit organization that fails to comply with section 501 (c) of the Internal Revenue Code,
 - v. an organization engaged in the religious activities described above, unless Corporation assistance is not used to support those religious activities,
10. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive
11. Other such activities as the Corporation may prohibit.

An AmeriCorps member also may not:

1. Displace any worker or supplant any existing or planned-for workers
2. Be currently, or within the past six months, on the payroll of the site where the member will serve.
3. Provide strictly clerical or administrative services for an agency.
4. Participate in certain Fundraising efforts for the site, such as:
 - a. Raising funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - b. Write a grant application to the Corporation or to any other Federal agency.

Members *may*

- a. Raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs;
- b. AmeriCorps members may raise resources directly in support of your program's service activities.

ATTACHMENT B

GRIEVANCE PROCEDURES

The PCEI AmeriCorps programs are committed to the quality of service experience each Member receives. Every attempt is made to assist Members in settling problems related to their AmeriCorps service experience or residential life. In most cases, issues are resolved informally using the following Informal Resolution Procedure.

Informal Resolution Procedure

- First, attempt to settle the problem with the other party on a one-to-one basis.
- If this attempt is unsuccessful, attempt to settle the problem by involving your Leader/appropriate program staff.
- If involving your Leader/appropriate program staff is unsuccessful, attempt to solve the problem by working with your direct supervisor.
- If this attempt is unsuccessful, address the issue with the Center Director.
- If the problem is not resolved by involving the Center Director, arrange for a meeting with the Executive Director.

Formal Resolution Procedure

- In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps Members, labor unions and other interested individuals may seek resolution through the following grievance procedures.
- These procedures are not limited to any subject matter but may include such issues as assignments, evaluations, suspensions, or release for cause; and issues related to non-selection of Members, displacement of employees of sponsor organizations or duplication of activities by AmeriCorps.

Grievance Hearing

The aggrieved party must make a written request for a grievance hearing to the Executive Director. Except for a grievance that alleges fraud or criminal activity, a request for a hearing must be made within one year after the date of the alleged occurrence. Grievances for fraud or criminal activity may be made at any time.

The Executive Director will arrange and conduct one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing. They are intended to facilitate a mutually agreeable resolution of the matter to make a hearing unnecessary or to narrow the issues to be decided at a hearing. The format of pre-hearing conferences may be flexible, involving meeting with one party at a time and/or with both parties together.

The Superintendent of ESD 112 or his/her designee will select an individual from the parent organization to conduct the hearing. The hearing will be held no later than 30 calendar days after the filing of the grievance, and a written decision shall be made no later than 60 calendar days after filing.

Binding Arbitration

An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the interested parties. If the parties cannot agree on an arbitrator, the Corporation for National and Community Service Chief Executive Officer will appoint one within 15 days after receiving a request from one of the parties.

An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration or no later than 30 calendar days after the appointment of an arbitrator by the Corporation's CEO.

An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

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.

ACTION	TIME LIMITS
GRIEVANCE FILED	Within one year of alleged occurrence
PRE-HEARING CONFERENCE	One or more to be held before Grievance Hearing
GRIEVANCE HEARING	Within 30 days of filing grievance
DECISION	Within 60 days of filing grievance
REQUEST FOR BINDING ARBITRATION	Within 60 days of filing grievance if no decision has been reached, OR Within 30 days of grievance hearing decision, if the decision is adverse to grievant
BINDING ARBITRATION HEARING <i>(when interested parties agree upon an arbitrator)</i>	Within 45 days after request for binding arbitration
BINDING ARBITRATION HEARING <i>(when interested parties cannot agree upon an arbitrator)</i>	One of the interested parties must request the Corporation for National and Community Service (CNCS) to appoint an arbitrator. CNCS will do so within 15 days after receiving this request. The Binding Arbitration Hearing will take place within 30 days after CNCS appoints an arbitrator.
BINDING ARBITRATION DECISION	Within 30 days of binding arbitration hearing

ATTACHMENT C

POSITION DESCRIPTION

(PCEI AmeriCorps staff will attach for Member's file)

- I. Sponsoring Organization
- II. Mission
- III. Location
- IV. Start Date
- V. Position Summary
- VI. Position Description
- VII. Requirements
- VIII. Preferred Qualifications
- IX. Member Benefits