

MEMBER AGREEMENT

Sponsored by the Corporation for National and Community Service
and the Campus Compacts of Washington, California, Hawaii, Oregon, and Montana

I. PURPOSE

This agreement will outline the terms, conditions, and rules of membership for participation in the *Students in Service* AmeriCorps Program.

II. REQUIRED DOCUMENTS

A. Legal Resident Documentation

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. The member agrees to provide proper identification by the assigned due date. The Corporation for National and Community Service requires a copy of one of the following pieces of identification:

- A birth certificate showing that you were born in one of the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa or the Northern Mariana Islands
- A current U.S. Passport
- A report of birth abroad of a U.S. citizen (FS 240) issued by the State Department
- A certificate of birth-foreign service (FS 545) issued by the State Department
- A certification of report of birth (DS-1350) issued by the State Department
- A certificate of naturalization (Form 550 or N-5700) issued by the Immigration and Naturalization Service
- A certificate of citizenship (Form N-560 or N-561) issued by the Immigration and Naturalization Service
- Primary documentation of status as a lawful permanent resident alien of the United States. The following are acceptable forms of certifying status as a lawful **permanent** resident alien of the United States:
 - Permanent Resident Card, INS Form I-551
 - A passport containing an INS stamp certifying approval of lawful admission for permanent residence
 - A arrival record (INS Form I-94) indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence
 - Official Tribal ID Card or an "Indian Blood I.D.," with the possible exception of ID Cards issued by some tribal entities that are on both sides of U.S./foreign borders (i.e., Blackfeet. Fort Belknap along the Canadian border, and Papago, Gila on the Arizona/Mexico border)

B. Criminal Record Check

If a member will be serving at a site where they will have "recurring access" to children 17 and younger, persons age 60 or older, or individuals with disabilities then the member must successfully complete a criminal record check (whether done through their academic department or through the site itself) and the site supervisor must review the results and accept the results as meeting their standards set in their own screening process before the member can be enrolled in the Students in Service program and begin serving at the site. The site supervisor must also fill out a Criminal Record Check Verification Form so the member can hand it in with their enrollment paperwork. These sites shall, to the extent permitted by state and local law, conduct criminal record checks on these members as part of the screening process. A Criminal Record Check Verification form is included on the Students in Service web site, or a copy of the completed form used by school/agency staff may be submitted.

The Students in Service program will also conduct a name search, on all potential and active members, in the National Sex Offender Public Registry. Any member who is registered as a sex offender cannot participate in the Students in Service program.

III. TERMS OF SERVICE

A. Term Length

1. The member will commit to one of the following terms of service: 300, 450, 900.
2. A member's term of service will begin no earlier than the day a member passes in their complete enrollment package and all enrollment paperwork is signed by the member, site supervisor, and SIS Coordinator on or before their official enrollment date. Members will have one (1) calendar year (12 consecutive months) from the official enrollment date to complete either a 300 or 450 hour term of service. Members will have two (2) calendar years (24 consecutive months) from the official enrollment date to complete a 900 hour term of service. SIS staff will record a member's official start and end dates according to this schedule.
 - a. The program and the member may agree, in writing, to extend this term of service for the following reasons:
 - The member's service has been suspended due to compelling personal circumstances.

- The member’s service has been terminated, but a grievance procedure has resulted in reinstatement.

B. Term Agreement

1. The member agrees to complete a term of service (a minimum of 900 service hours for half-time; 450 service hours for quarter-time; or 300 service hours for minimum-time) during this period.
2. Of these 900, 450, or 300 hours, a majority of hours will be Direct Service Hours (at least 80%). A maximum of 20% of these hours may be Member Development Hours (see Member Development Plan). Members must make a commitment to ONE of the three terms of service. **Members are not permitted to change their term of service.**

C. Term Completion

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, he/she must complete at least 900, 450, or 300 hours of service and satisfactorily complete an Online Pre-Service Orientation, an In-Person Program Orientation, and the appropriate education/training that relates to the member’s ability to perform service. The member also agrees to complete required program paperwork, forms, evaluations, and time logs by the assigned due dates.

D. Second Term Conditions

The member understands that to be eligible to serve a second term of service with the program, the member must receive satisfactory reviews on factors such as:

1. Completed the required number of hours;
2. Satisfactorily completed program paperwork and program requirements; and
3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

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

IV. BENEFITS

A. Education Award

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 below:

TERM OF SERVICE	EDUCATION AWARD
Option One: Half-time (900 hours)	\$2,362.50
Option Two: Quarter-time (450 hours)	\$1,250.00
Option Three: Minimum-time (300 hours)	\$1,000.00

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 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.
3. The member understands that the Education Award does not have the flexibility of a traditional scholarship – that it is a voucher that can only be used to repay federal student loans or pay for the cost of attendance at a qualified institution, as outlined in the member agreement.

B. Loan Forbearance and Interest Accrual

If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a *portion* of the interest that accrued on the loan during the term of service. Members must apply for loan forbearance at the beginning of their term of service on their “My AmeriCorps” account in order to receive this benefit. Most students participating in the *Students in Service* program are full-time students whose federal loans are most likely in “deferment” status. If you have questions about whether you can place your loans in forbearance, it would be best to contact your financial aid officer at your school and you also learn more about loan forbearance on the SIS web site (www.studentsinservice.org).

V. RULES OF CONDUCT

A. Expectations

At all times while acting in an official capacity an AmeriCorps member is expected to:

1. Demonstrate mutual respect toward others.

2. Follow directions.
3. Direct concerns, problems, and suggestions to program officials.
4. Not engage in any prohibited activity (see below for a complete list), particularly 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.

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 themselves or others.

The member understands that the following acts also constitute a violation of the program’s rules of conduct:

1. Unauthorized tardiness or absences.
2. Repeated use of inappropriate language (i.e. profanity) at a service site.
3. Failure to wear appropriate clothing to service assignments.
4. Stealing or lying.
5. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community.
6. Possessing or using any illegal drugs during the term of service.
7. Consuming alcoholic beverages during the performance of service activities.
8. Being under the influence of alcohol or illegal drugs during the performance of service activities.
9. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.

B. Prohibited Activities

There are certain activities – including lobbying, political, religious, or advocacy activities – that AmeriCorps members and staff may not perform in the course of their duties, while charging time to the AmeriCorps program, or at the request of program staff.

Furthermore, members and staff may not engage in any conduct in a manner that would associate the national service program or the Corporation of National & Community Service (CNCS) with the prohibited activities. Programs must become familiar with the specific prohibitions described in the CNCS formal regulations and the grant provisions. *The list of prohibited activities includes:*

- participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for your program;
- organizing a letter-writing campaign to Congress;
- 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;
- voter registration drives;
- organizing or participating in protests, petitions, boycotts, or strikes;
- assisting, promoting, or deterring union organizing;
- impairing existing contracts for services or collective bargaining agreements;
- 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;
- engaging in any form of religious proselytizing;
- providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, or an organization engaged in religious activities;
- participating in activities that pose a significant safety risk to participants; and
- fundraising including : for living allowance or other costs of the AmeriCorps program or an organization’s operating expenses or endowment; writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National & Community Service; or writing grant applications for funding provided by any other federal agencies.
- Additionally, members may not consider such hours as direct service:
 - 1) Time spent sleeping during overnight retreats affiliated with their service site (or for personal recreation) or travel time to and from a service site.
 - 2) Service outside a program state (CA, AK, ID, MT, OR, WA, and HI including the US Territories of Guam, American

Samoa, or Saipan (CNMI)) or outside the U.S.A. Exceptions can be made with disaster relief sites such as the recent New Orleans/Mississippi Hurricane disaster.

However, AmeriCorps members, like any other private citizens, may participate in any of the above activities on their own time, at their own expense, and at their own initiative. Members may not wear AmeriCorps service gear or other identity item (pins, hats, etc) in such instances.

C. Discipline

In general, for violating the above stated rules in section V(A) and V(B), 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.

VI. RELEASE FROM TERMS OF SERVICE

The member understands that he/she 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.

A. Reasons for Release

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. For compelling personal circumstances, as explained in paragraph (C) of this section.

B. Member Release

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 VI 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.

The Program can release the member for cause for the following reason:

1. The member has not been actively participating in service during their term of service determined by the member completing less than 15% of service hours after 4 months of their start date and/or not being in contact with an SIS coordinator on the member's campus over the past 4 months.

C. Compelling Circumstances

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 which makes completing the term unreasonably difficult or impossible for the member;
3. The member has military service obligations;
4. Some other unforeseeable circumstance beyond the member's control that makes it impossible or unreasonably difficult to complete the term of service, such as a natural disaster, a strike, relocation of a partner, or non renewal/premature closing of a project or the program.

D. Member Suspension

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 credit for any service hours missed.)

E. Conduct Suspension

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 (A) and (B) of section V of this agreement.

F. Member Discontinues

1. 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.
2. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VI of this agreement, the member will cease to receive benefits described in paragraphs (A) and (B) of section IV.

G. Paperwork

The member understands that he/she is responsible for completing and submitting all paperwork by the assigned deadlines. The member also understands he/she will be receiving significant program information via electronic mail, phone call, and/or member list serves, as well as in written form, and must complete program paperwork by assigned deadlines. The member understands he/she is also responsible for providing up-to-date contact information, and is responsible for contacting the Campus Compact Office to provide change of address/contact information (including name, mailing address, email address, phone number, etc.). Failure to complete program requirements may result in being released from the term of service and/or exited from the program.

Also, once a member completes their term of service, they are expected to fully complete their exit paperwork as soon as possible so they can be officially exited from the program and their voucher can be made available to the member for their service. If a member fails to complete their term of service or exit paperwork (this includes all items on their exit checklist including all evaluations) by their completion date, the member risks **losing** their award because of violation of program compliance rules.

VII. GRIEVANCE PROCEDURES

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. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance 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 intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of members, and displacement of employees, or duplication of activities by AmeriCorps.

A. Optional Alternative Dispute Resolution (ADR)

1. ADR is available, but must be selected within 45 days of the underlying dispute. If an aggrieved party chooses ADR as a first option, a neutral party designated by Campus Compact will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, non-binding, and informal. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.
2. If ADR is chosen by the aggrieved party, the deadlines for convening a hearing and of a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

B. Grievance Hearing

1. An aggrieved party may request a grievance hearing without participating in ADR or, if ADR is selected, if it fails to result in a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to the designated program supervisor or director. A request for a hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the aggrieved party information that it relied upon in its disciplinary decision.
2. Campus Compact will arrange for 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 the hearing. The format of the pre-hearing conference may be flexible, involving meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the program supervisor/director.

3. The hearing will be conducted by the program supervisor/director. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. (Note: To ensure impartiality in the hearing, Campus Compact may choose to designate someone other than the program director to approve disciplinary actions regarding members, leaving the director available to conduct grievance hearings.) A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

C. Binding Arbitration

1. 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 parties. If the parties cannot agree on an arbitrator, the Corporation's Chief Executive Officer will appoint one within 15 calendar days after receiving a request from one of the parties.
2. 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.
3. The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as the prevailing party's attorneys' fees.

VIII. CIVIL RIGHTS POLICY

The Corporation for National and Community Service (CNCS) is committed to treating all persons with dignity and respect, without regard to non-merit factors such as race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service; and free of sexual, racial, national origin, religious or other harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable and will not be tolerated.

For further information about the CNCS Civil Rights Policy, please review the Civil Rights Policy link on the Students in Service web site home page.

IX. DRUG-FREE WORKPLACE POLICY

In accordance with the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance (including alcohol) is prohibited in the member's workplace and program. Conviction of any criminal drug statute must be reported immediately to SIS staff. The member's participation in the Students in Service program is conditioned upon compliance with the notice requirements. Failure to adhere to this policy may result in disciplinary action, including termination.

X. REASONABLE ACCOMMODATION

Programs and activities must be accessible to persons with disabilities. Sites must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

The Office of Disability Employment Policy operates a toll-free, confidential, free resource for employers on reasonable accommodation requirements and options for accommodating employees at (800) 526-7234 (voice/TDD), e-mail at JAN@jan.icdi.wvu.edu, or website at www.jan.wvu.edu.

Accommodations that impose an undue financial or administrative burden on the operation of the program or fundamentally alter its nature are not reasonable accommodations. However, the grantee must document and prove any undue burden. Similarly, a person who poses a direct threat to the health or safety to himself or herself or to others, where the threat cannot be eliminated by reasonable accommodation, is not a qualified individual with a disability. In such instances the sub-grantee or site must document and prove the direct threat.

AMERICORPS PLEDGE

I will get things done for America – to make our people safer, smarter and healthier. I will bring Americans together to strengthen our communities. Faced with apathy, I will take action. Faced with conflict, I will seek common ground. Faced with adversity, I will persevere. I will carry this commitment with me this year and beyond. I am an AmeriCorps member, and I will get things done.

Students in Service Assumption of Risk and Release of Liability

The Students in Service Program (SIS) is a part-time AmeriCorps program administered through Western Washington University/ Washington Campus Compact (WACC). References made to the “SIS” includes all of the Campus Compact State Offices, their host institutions, and member institutions in AK, CA, HI, ID, OR, MT, and WA as well as the Corporation for National and Community Service (CNCS), its officers, officials, employees, volunteers, students, agents, and assigns. References made to the “Program” are referring to the Students in Service Program.

In consideration of my participation in this Program, I agree as follows:

Risk of Program Activities: I understand that my participation in the Program involves risk of physical harm and injury inherent in volunteer activities including, but not limited to, working with people, participating in sports and recreation activities, lifting activities that may occur while building trails, restoring streams, or building homes, cleaning and maintenance projects, preparing and serving food, and other volunteer activities.

Institutional Arrangements: I understand that SIS is not an agent of, and has no responsibility for, any third party that I may provide any Program services to. I understand that SIS provides guidance and facilitates my Program activities only as a component of my volunteer experience and that accordingly, SIS accepts no responsibility, in whole or in part, for loss, damage or injury to persons or property whatsoever, caused to me or others while participating in the Program. I further understand that SIS is not responsible for matters that are beyond its control.

Independent Activity: I understand that SIS is not responsible for any loss or damage I may suffer when I am doing Program activities and that SIS cannot and does not guarantee my personal safety. In addition, I specifically acknowledge that in performing Program activities, I am doing so independently in the status of student of the Program I choose, and not as an employee, or agent of SIS. I further waive any and all claims which may arise from such Program activities, acknowledges that workers’ compensation benefits are not provided to me in my capacity as a student, and hold SIS harmless from any of my negligent acts. I further state that I am not in any way an employee of SIS in any way.

I further agree that I am solely responsible for my own equipment, supplies, personal property, and effects during the course of Program activities.

In addition, I agree that if I drive or provide my own motor vehicle for transportation to, during, or from the Program site, I am responsible for my own acts and for the safety and security of my own vehicle. I accept full responsibility for the liability of myself and my passengers, and I understand that if I am a passenger in such a private vehicle, SIS is not in any way responsible for the safety of such transportation and that SIS insurance does not cover any damage or injury suffered in the course of traveling in such a vehicle.

Health and Safety: I have been advised to consult with a medical doctor with regard to my personal medical needs. I state that there are no health-related reasons or problems that preclude or restrict my participation in this Program. I have obtained the required immunizations, if any.

I understand that I may be required to pay up front for my medical expenses that I incur while participating in the this Program. Further, I understand that I am responsible to submit any medical receipts to my insurance carrier upon my return. I recognize that SIS is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. SIS may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release SIS from any liability for any actions.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon taking care of myself. I understand that it is my responsibility to know what personal equipment is required (such as footwear, clothing, and other personal protective equipment) and provide the proper personal equipment for my participation in the Program, and to ensure that it is in good and suitable condition. I agree to ask questions to make sure that I know how to safely participate in the Program activities, and I agree to observe the rules and practices which may be employed to minimize the risk of injury to myself for others by limiting my participation to reflect my personal fitness level, wearing the proper protection as dictated by the activity, not wearing anything that would pose a hazard to the performance of the activity, not ingesting or using any substance during the activity which could pose a hazard to myself or others. I agree that if I fail to act in accordance with this agreement that I may not be permitted to continue to participate in the activity.

Assumption of Risk and Release of Liability: I understand that I may be injured and lose or damage personal property as a result of participation in the Program. Therefore, I assume all risks related to the Program activities. Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree to release, indemnify, and defend SIS and their state campus compact officials, officers, employees, agents, volunteers, sponsors, and students from and against any claim which I, the participant, my parents or legal guardian or any other person may have for any losses, damages or injuries arising out of or in connection with my participation in this Program.

Signature: By signing the Member Agreement Authorization and Certification, I indicate that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Agreement and acknowledge that I understand it. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall be governed by the laws of the State of Washington which shall be the venue for any lawsuits filed under or incident to this Agreement or to the Program. If any portion of this Agreement is held invalid, the rest of the document shall continue in full force and effect.