



CONFLUENCE AMERICORPS PROGRAM SERVICE CONTRACT

Between

Confluence Environmental Center and Portland, Environmental Services

#CEC-AC-2015-04

RECITALS

- A. Confluence Environmental Center (CEC) is a non-profit organization located in Portland, Oregon. CEC oversees a program named the Confluence AmeriCorps Program, ("the AmeriCorps Program") operated in partnership with Palouse-Clearwater Environmental Institute (PCEI) in Moscow, ID. The AmeriCorps Program engages volunteers to serve on community-based projects to preserve and restore the natural environment in ethnically and socioeconomically diverse communities in the Portland region.
- B. CEC was awarded formula funding, via Oregon Volunteers, from the Corporation for National and Community Service to implement the AmeriCorps Program. Confluence operates the AmeriCorps Program by enrolling AmeriCorps Members ("Members"), and placing the Members with community organizations, government agencies or school/educational districts.
- C. The Project Partner ("Partner") is a community organization, government agency or school/educational district that has a significant unmet community need. CEC will address the community need by placing Members to serve on a service project proposed by the Partner and described in Exhibit C.
- D. The "Supervisor" is a designated employee or representative the Project Partner who provides day-to-day supervision in the execution of the service project.
- E. This AmeriCorps Service Contract ("Contract") addresses the obligations owed by CEC and the Supervisor regarding Members that CEC places with the Partner.

CONTRACT

1.0. PURPOSE: CEC and the Partner are entering this Contract to provide Confluence AmeriCorps Members to the Partner. The Partner's project shall be implemented in accordance with and subject to the terms and conditions in this Contract.

2.0. TERM: The term of this Contract is from September 3, 2014 to July 24, 2015 unless the Contract is terminated in accordance with Section 6.

3.0. RESPONSIBILITIES OF CEC: CEC shall, through its own activities and/or through its partnership with PCEI:

- 3.1. Perform all duties set forth in Exhibit C.
- 3.2. Provide Members with AmeriCorps orientation.
- 3.3. Provide a contact person, specified in Exhibit C, to facilitate and support the Partner in matters relating to the project, including but not limited to coordinating and overseeing the completion of Member service obligations, general supervision, recognition and discipline of Members that are placed with the Partner and coordination of invoices and notices.
- 3.4. Provide Members a living allowance and health insurance if the Member is entitled to health benefits.
- 3.5. Provide workers' compensation coverage for Members while the Member conducts approved service activities.

3.6. Provide Members with appropriate AmeriCorps identifiers, uniforms and necessary protective equipment to wear during service hours.

3.7. Provide all forms the Partner is required to complete, including but not limited to in-kind donation forms and Member evaluation forms.

3.8. Provide a directive to Members requiring them to: review job hazard analysis, observe any required dress codes, use necessary safety equipment, follow all CEC and PCEI safety procedures and comply with all Partner's administrative procedures, policies, rules and regulations.

3.9. Invoice the Partner for its financial obligations in accordance with Exhibit C.

3.10. Conduct criminal history background checks on all Members. Members shall not have access to vulnerable populations under this contract (children, persons age 60 and older and individuals with disabilities) without supervision. CEC and PCEI shall refuse to engage with such Members if the Member has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or sexual abuse.

3.11. Provide supervision and direction to Members in those situations that pertain to Confluence duties in Exhibit C.

3.12. Ensure that Members are provided with stipends and workers compensation insurance in accordance with Section 10.1.

3.14. Ensure that Member payroll taxes are paid to the extent required under the law.

4.0. RESPONSIBILITIES OF THE PARTNER: The Partner shall:

4.1. Perform all Partner duties set forth in Exhibit C.

4.2. Work with Members to complete the project described in Exhibit C in accordance with and subject to the terms and conditions in this Contract.

4.3. Provide a Partner representative as specified in Exhibit C to facilitate communications and provide technical assistance and support to the extent it is necessary to ensure successful completion of the project.

4.4. Ensure that permits are obtained and regulatory requirements for project-related work are met.

4.5. Verify Member driving eligibility prior to the start of the service. Confluence does not request driving abstracts or otherwise screen for safe driving.

4.6. Provide reasonable accommodation for Members who disclose a disability.

4.7. Publicize to the media and to the community, to the greatest extent practical, CEC's service within the Partner's organization.

4.8. Submit documents detailing the value of all cash and noncash (in-kind) contributions the Partner provided in support of the project.

4.9. Provide adequate training, office space and the necessary equipment for Members to successfully provide project services set forth in Exhibit C.

4.10. Provide tools that are necessary for the project and not already available through CEC and PCEI.

4.11. Recognize that whenever Members serve with students of local schools and/or with volunteers (youth or adult) on projects outlined in this Contract, it is in a technical assistance/mentoring capacity. Neither CEC nor PCEI is responsible for the supervision, discipline, safety or transportation of students or adult volunteers.

4.12. Support CEC and PCEI policy that requires Members to wear AmeriCorps uniforms or identifiers.

4.13. Comply with the AmeriCorps' Prohibited Activities policy set forth in Exhibit A.

4.14. Pay CEC invoices within 30 days of the invoice date.

4.15. Support the Member in recruiting and tracking volunteers (and hours) to support the project.

4.16. Refuse to allow any employee under this contract who may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) to work on the project described in Exhibit C if, to the Partner's actual knowledge, the person has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or a sexual offense.

4.17. Provide supervision and direction to Members while Members are working on the Partner's projects or the Partner's property or service site.

4.18. Ensure the Member is aware of her/his performance throughout the term of service.

4.19. Ensure the Member activities do not generate operating revenue for the organization.

4.20. Ensure the Member does not perform services, duties or other activities that were assigned to an

employee.

4.21. Establish measurable and achievable goals for the project and support the Member in accurately reporting the extent to which these goals were met.

4.22. Evaluate CEC and PCEI at the conclusion of the project using online Partner surveys and forms provided by Confluence.

5.0. PARTNER HANDBOOK: The Parties agree to comply with the terms and conditions set forth in the enclosed Partner Handbook.

6.0. TERMINATION:

6.1. Mutual Contract. This Contract may be terminated by CEC and the Partner's mutual written agreement. Upon termination pursuant to this Section 6.1, CEC shall be entitled to receive prorated payment for services rendered through the termination date. If CEC has received full payment for the contract term prior to the termination date, CEC shall retain an amount equal to its prorated share through the termination date and CEC shall reimburse the Partner the balance of the payment for the contract term within thirty (30) days of the termination date. Prorations shall be based on the full contract term defined in Section 2 of this Contract.

6.2. Breach. This Contract may be terminated by either CEC and/or PCEI or the Partner if the other party violates a provision of this Contract and the violation is not adequately addressed within fifteen (15) days after the violating party receives notice of the violation. If CEC terminates this Contract pursuant to this Section 6.2, the Partner shall pay CEC the entire balance of any outstanding fees that are owed pursuant to Exhibit C. The outstanding balance shall be paid within thirty (30) days of the date CEC or PCEI notifies the Partner that the Contract has been terminated.

6.3. Immediate Termination. CEC and/or PCEI may immediately terminate this Contract if the Partner knowingly allows any person who will be working on the project as described in Exhibit C and who may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) if any such person has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or sexual abuse.

7.0. ASSIGNMENT: Neither CEC, PCEI nor the Partner may assign this Contract, or any interest herein, without the prior written consent of the other party.

8.0. INDEPENDENT CONTRACTOR STATUS: All Parties understand and agree that this Contract is not intended and shall not be construed as creating an employment relationship between CEC or PCEI and the Partner or between Members and the Partner, their respective officers, employees and agents. At all times under this Contract, all parties are acting and performing as independent contractors. All parties agree that Members shall not be considered or treated as employees of Partner.

9.0. INDEMNIFICATION:

9.1. CEC and PCEI. To the extent authorized by Oregon law, CEC and PCEI agree to defend, indemnify and hold harmless the Partner and its officers, employees and agents from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including attorney's fees, that may arise as a result of CEC's and/or PCEI's negligent performance under this Contract.

9.2. Partner. Subject to the conditions and limitations of Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution Article XI, Section 9, Partner agrees to defend, indemnify and hold harmless CEC and PCEI and their officers, employees and agents from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including attorney's fees, that may arise as a result of the Partner's negligent performance under this Contract.

10.0. INSURANCE:

10.1. CEC and PCEI. CEC, through PCEI, will carry workers' compensation insurance for Members to cover claims or compensation that is owed for injuries that Members may incur while Members are providing the services described in Exhibit C. If the Partner directs the Members to provide services beyond those that are identified in Exhibit C or to provide services in a manner that violates the law or conflicts with any of the requirements in this Contract, the Partner shall be responsible for any injuries or claims Members incur.

10.2. Partner. Unless waived in writing by an authorized CEC representative, the Partner shall be self-insured or carry general liability insurance and automobile insurance if Members are using Partner vehicles that cover the Members while Members are providing project services that are identified in Exhibit C. The Partner shall provide CEC with evidence, in a form that is approved by PCEI that the Partner has the insurance required under this Section 10.2.

11.0. WAIVER: Absent a written Contract signed by both PCEI and the Partner acknowledging a waiver of any provision in this Contract, failure by either party at any time to require performance of any provision in this Contract by the other party shall in no way affect the parties' rights to enforce the provisions in this Contract, nor shall any waiver by a party of the breach of this Contract be held to be a waiver of any succeeding breach or a waiver of this clause.

12.0. SEVERABILITY: If any terms in this Contract or application thereof to any person or circumstance are held invalid, then such invalidity shall not affect other terms or applications of the Contract which can be given effect without the invalid term or application, and to this end, the terms of this Contract are declared severable.

13.0. MEDIATION: If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, CEC and the Partner agree first to try in good faith to settle the dispute by mediation.

14.0. COMPLIANCE WITH APPLICABLE LAW: The Parties agree to comply with all federal, state and local laws, including but not limited to statutes, rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, gender, sexual orientation, marital status or the presence of any sensory, mental or physical disability, or which prohibit the release of confidential student information (the Family Educational Rights and Privacy Act) or which require child abuse reporting.

15.0. NOTICE: All notices required under this Contract shall be deemed to have been properly provided upon deposit of the notice in the United States mail, postage prepaid, addressed to the parties as follows:

AmeriCorps Program:

Confluence Environmental Center
5441 SE Belmont Street, Suite E-205
Portland, OR 97215

Project Partner:

City of Portland, Environmental Services
1120 SW 5th Ave, Suite 1000
Portland, OR 97204

16.0. WHOLE CONTRACT: The Parties agree that this Contract constitutes the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

17.0. AUTHORITY: The individuals executing this Contract represent that they have the legal authority under applicable laws or actions by their respective Boards of Directors to execute this Contract and bind their respective organization.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date and year indicated below. By signing, the Partner certifies that the project described in Exhibit C is unfunded or underfunded to the extent that the Partner requires assistance from Members to complete the project and that Members are not displacing existing or potential workers to complete the project.

Confluence Environmental Center (CEC)

Neil Schulman, President

Date


Partner Organization Name

Contract Signee **Printed Name**

Contract Signee **Signature**

Date

Confluence AmeriCorps Program



Lara Jones, Program Director

7/10/2014

Date

APPROVED AS TO FORM (if applicable)

City Attorney or Designee

Date

Please sign, date and return this Contract to:

Lara Jones, Program Director
Confluence Environmental Center
5441 SE Belmont Street, Suite E-205
Portland, OR 97215

A countersigned copy will be returned to you

AMERICORPS SERVICE CONTRACT
Exhibit A - Prohibited Activities and Ineligible Organizations

Federal law and the Corporation for National and Community Service ("Corporation") policy prohibit AmeriCorps Programs and Members from engaging in certain activities while using Corporation funds or on Corporation time. Members are not prohibited from engaging in any of these activities in their personal capacities and on their own time. If there is any question about whether a certain activity is permissible, please contact Confluence. Examples of prohibited activities include, but are not limited to:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts or strikes;
- c. Assisting, promoting or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining Contracts;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. 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;
- g. 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;
- h. Providing a direct benefit to--
 - i. a business organized for profit;
 - ii. a labor union;
 - iii. a partisan political organization;
 - iv. a non-profit organization that fails to comply with the restrictions contained in Section 501c(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent Members from engaging in advocacy activities undertaken on their own initiative; and
 - v. an organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support the religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

Non-Displacement

Programs may not permit a Member to fill in for an absent employee. By law, Members may not under any circumstances perform services, duties, or activities that had been assigned to an employee or to an employee who has recently resigned or has been discharged. Programs may not use a Member in a way that will displace an employee or position or infringe on an employee's promotional opportunities. Provisions include:

- a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance;
- b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance;
- c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual;
- d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee;
- e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that –
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures
- f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any –
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

AMERICORPS SERVICE CONTRACT
Exhibit B – Funding Source Certification
(To be completed and signed by the Partner)

1. Are the matching cash funds for this project coming from a federal source?

____ (Yes, go to 2) X (No)

2. If yes, can you certify that the federal funds may be used to match funds for other federal grants*?

____ (Yes) ____ (No)

*To make this determination, check with your federal funding source or refer to the federal guidance for your federal funding source.

Jennifer Karpis
Supervisor Printed Name

Jennifer Karpis
Supervisor Signature

7/23/2014
Date

AMERICORPS SERVICE CONTRACT
Exhibit C – Scope of Service

186754

1. **Position Title:** Community Urban Forest Coordinator
2. **Project Partner Name:** City of Portland, Bureau of Environmental Services
3. **Service Site Location(s):** 1120 SW 5th Ave, Suite 1000, Portland, OR 97204
4. **Contact Names:**

Confluence AmeriCorps Representative
Lara Jones
Program Director
503-719-6779
ljones@confluencecenter.org

Partner Representative
Name: Jennifer Karps
Title: Program Coordinator
Phone: 503-823-2263
jennifer.karps@portlandoregon.gov

Partner Representative
Name: Jennifer Karps
Title: Program Coordinator
Phone: 503-823-2263
jennifer.karps@portlandoregon.gov

5. Service Activity Schedule:

The Member will begin their term of service with a four day CEC Member orientation beginning on September 3, 2014. The supervisor will orient the Member to the site on September 10-11, 2014. The Member will serve 32-40 hours per week through July 24, 2015. The supervisor will receive a calendar of Confluence events and holidays, which will include dates the Member will not be available at their service site.

6. **Project Summary:** Portland's Environmental Services bureau works for clean rivers, healthy watersheds, and livable communities. Outreach and education programs are critical to gaining the community involvement necessary to achieve these goals. In partnership with the Confluence Environmental Center, the AmeriCorps member will assist the Urban Tree Canopy Program in developing urban forest and sustainable stormwater capacity in low-canopy, low-income communities and communities of color in the city of Portland. This position will build on the successes of previous AmeriCorps members. The AmeriCorps member will determine capacity for increasing urban forest canopy (10%), encourage citizen investment in and stewardship of clean rivers and healthy watersheds (25%), develop and implement education and outreach programming and activities to engage residents of low-income communities and communities of color (40%), and act as liaison between the city and interested parties (25%).

7. Project Resources and Training Provided by Partner:

The Partner will provide all training and equipment necessary to successfully complete the project. The Partner will serve as the direct supervisor for the Member and will meet with the Member regularly to review and set project goals.

8. Project Resources and Training Provided by CEC and PCEI:

CEC, through its partnership with PCEI, will provide Member living allowance and health insurance, if eligible. CEC and/or PCEI will provide an orientation for the Member that will include an overview of AmeriCorps, Confluence rules and regulations, AmeriCorps Prohibited Activities, as well as training sessions that will prepare the Member for their term of service. CEC and/or PCEI will provide the Member with monthly Professional Development trainings to be determined throughout the year.

9. Evaluation method:

The Partner will develop tracking and reporting systems to measure outcomes of the project in accordance with the AmeriCorps Performance Measures. CEC and/or PCEI will provide forms and technical assistance.

10. Project Costs:

Project costs, which include all AmeriCorps Program costs, are paid with AmeriCorps funds and funds provided by the Partner.

- a. Partner Cash Match Amount: **\$13,000**
- b. Partner In-Kind Amount: **\$ 200**

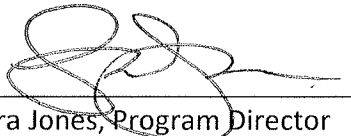
In-kind donations are an integral part of the Confluence AmeriCorps Program. All in-kind donations must be accurately documented and submitted on the in kind reporting form provided by Confluence.

11. Schedule of Payment:

Confluence will invoice the Partner as indicated below. Partner will pay invoice within 30 days of the invoice date. Partner will make checks payable to Confluence Environmental Center.

- a. Total Amount: **\$13,000**
- b. Invoice Date/Schedule:
 - i. September 1, 2014 **\$13,000**

12. Authorizing Signatures:**Confluence AmeriCorps Program**



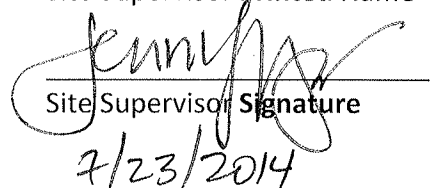
Lara Jones, Program Director

7/10/2014

Date

Jennifer Karps

Site Supervisor Printed Name



Site Supervisor Signature

7/23/2014

Date



Partner Handbook



2014 - 2015

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Confluence Environmental Center Overview

Confluence Environmental Center is an emerging organization with a mission of bringing streams of thought, action and people together to make the environmental movement more robust, inclusive and effective.

The Confluence AmeriCorps Program operates in Partnership with Confluence Environmental Center (CEC) and the Palouse-Clearwater Environmental Institute (PCEI) (www.pcei.org). The AmeriCorps program serves diverse communities in the Portland region. Through twenty Partnerships with schools, community organizations and government agencies, Confluence addresses critical environmental and social justice issues in the areas of healthy watersheds, energy and resource conservation, environmental education, environmental health and garden/farm education.

Confluence receives funding for the AmeriCorps program through Oregon Volunteers (www.oregonvolunteers.org). Confluence received technical support from Palouse-Clearwater Environmental Institute located in Moscow, Idaho. Through community organizing and education, PCEI assists Members of the community in making environmentally sound and economically viable decisions that promote a sustainable future. PCEI is committed to promoting the ecological health and social welfare of the Palouse-Clearwater region as well as actively participating in the conservation, preservation, and restoration of environmentally sensitive lands, natural areas, and unique ecosystems.

National and Community Service programs (www.nationalservice.gov) meet critical needs in areas such as education, public safety, health and the environment through Partnerships with public agencies, schools, non-profits, faith-based and other local organizations.

Program Delivery Model

Confluence AmeriCorps Members are placed with a partnering agency for their full term of service. Partnering agencies develop the project, assist with recruiting the Member(s) and provide daily supervision and mentoring. Partners are selected based on their proposal for addressing critical environmental and equity issues and the organization's capacity to lead and sustain the project.

Confluence AmeriCorps Members convene twice monthly (typically on Fridays) throughout the year to connect with the Confluence community, participate in trainings, engage in projects, submit monthly paperwork, network with and provide support and resources to each another.

Confluence AmeriCorps Members

Confluence is dedicated to recruiting diverse, qualified and dedicated individuals who are willing to commit to a term of service on a local level. Our Membership represents a cross section of the United States, age 18 and up, with educational backgrounds ranging from GEDs to doctoral degrees.

While each of our Members brings unique skills, diverse experiences and backgrounds to the program, a typical Member may be just out of college, taking a year to do service, or transitioning his or her career focus. Members' work history varies from person to person, and those Members who may lack professional experience tend to be highly motivated individuals.

How Members Serve

Confluence Members serve on a full-time basis completing 1700 hours of service over an 11-month period. All Confluence Members are supported by three Confluence staff including the Program Director, Operations Coordinator and Communications Coordinator.

Professional Development

AmeriCorps is founded on two core principles: service that addresses community needs and professional development. Confluence has adapted a nationally-recognized Professional Development program. Through our comprehensive program, Members gain the skills and an understanding of how to effectively create change in their communities. Each Member identifies and completes his or her own Change Agent Project (CAP). Confluence Members may be away from their service site an average of 2-4 days per month in order to participate in training opportunities including Professional Development Series (monthly trainings and events) Team Meetings (monthly), National Service Events (three times per term) and to work on their CAP.

Member Benefits

Beyond gaining new skills, taking on new responsibilities, making new contacts and accomplishing great things, Confluence Members also receive:

- A taxable monthly living allowance.
- \$100 Professional Development stipend
- An Education Award of up to \$5,645 that can be used to repay qualified student loans, or to help cover the cost of education at an accredited institution of higher learning, vocational or trade schools.
- Loan forbearance while in service for qualified loans.
- Medical insurance for those who are eligible (covers Members only, not dependents, vision/dental included).
- Childcare allowance for those who are income eligible.

Confluence Roles & Responsibilities

Administrative

- Provide Members with the benefits outlined in the Member benefits section of this handbook.
- Provide forms/systems for Member 's to record service hours and Performance Measures
- Provide forms/systems for Supervisors to report in-kind and conduct Member evaluations.
- Invoice Partners annually, unless otherwise arranged.

- Evaluate Partner sites each year based on, but not limited to, such factors as: quality of supervision and support to Member, reporting and timely completion of paperwork, ability to produce measurable outcomes on Member projects, a safe working environment and ability to meet cash match and in-kind contributions.
- Report collective impact to our funder, Oregon Volunteers, three times per year.

Partner Support

Confluence is passionate about building new relationships and strengthening existing Partnerships. Confluence is available to support Partners in a variety of ways including Member recruitment, meeting performance measures, evaluating Members and networking. Additionally, Confluence will:

- Provide high level training on Diverse Member Recruitment.
- Guide and support recruitment of a diverse applicant pool.
- Interview and select of final candidates.
- Screen for adequate AmeriCorps and Confluence requirements.
- Conduct two formal site visits per service term. Site visits are an opportunity for the Confluence Program Director to connect in person with the Supervisor and Member regarding the project. This meeting creates space to answer questions, review timelines, and provide support toward the Member's project. Site visits are also an opportunity for Members and Supervisors to discuss challenges and successes, to review work plans and calendars, and to seek support in a safe space.
- Provide forms and direction for conducting Member evaluations.
- Send periodic email updates including calendar items, reporting due dates, Member stories of success, plus training, funding and networking opportunities.
- Ad hoc support, coaching and mediation, as requested.

Member Support

Confluence is committed to providing tailored support to each Member. Confluence provides support to Members through a comprehensive orientation, Professional Development Series, Team Meeting direction and support, evaluations, site visits, recognition events, mediation as needed, and much more. Confluence employs three experienced staff Members who are available to assist Members with whatever challenge they may be facing.

Conflict Resolution

Confluence staff will provide support to Members and Supervisors to resolve any conflicts that arise throughout the term of service. Confluence staff uses compassionate communication as a conflict resolution model.

Project Partner Roles & Responsibilities

Hosting an AmeriCorps Member through Confluence Environmental Center is a unique opportunity for organizations to build capacity while providing a meaningful service and development experience for the member. Confluence monitors each Partner's success in meeting the responsibilities outlined below.

Supervision & Mentoring

- Designate a qualified supervisor to the Member who is qualified and available to mentor a Member the entire term.
- Meet with Member for at least one hour each week to monitor progress and set future goals.
- Assist the Member in identifying opportunities to meet professional development goals via the service project.
- Support and encourage the Member's participation in Confluence Professional Development program. This includes participating in activities provided by Confluence or other community agencies that will take the Member off-site.
- Participate in two Confluence staff site visits during the service term.

Project Support

- Provide the Member with a well-defined project that has clear goals and outcomes.
- Provide adequate training, office space, office equipment, tools and materials for the Member to perform service. The Member should have reasonable access to a desk, telephone and computer. The supervisor should also provide the Member(s) with access to email.
- Provide reasonable accommodation to any Member who discloses a disability.
- Ensure that the project(s) do not require Members to engage in Prohibited Activities. (See Prohibited Activities on pages 15-17.)
- Provide transportation for Confluence Member(s) during the established service hours in accordance with the policies of the Partner's organization. *This could include providing a vehicle or reimbursing the member for mileage, bridge or transit tickets for travel required for service.* Supervisors are also responsible for ensuring that the Member is covered by the Partnering organization's auto insurance policy if driving organizational vehicles and, for providing any specialized training or certification required for driving certain vehicles (passenger vans, trailers, etc.).
- Ensure the Member activities do not generate operating revenue for the organization.
- Recognize that whenever Confluence Members serve with students of schools and/or with volunteers under our service contract, it is in a technical assistance or mentoring capacity. Confluence and PCEI are not responsible for the supervision, discipline, safety or transportation of these students or volunteers.

Outreach

- Publicize the service accomplished by Confluence AmeriCorps Member(s) within the Partnering organization, the media and the local community.
- Follow Confluence news release policy outlined on page 10.
- Support the AmeriCorps policy that Members wear AmeriCorps uniform or identifiers while on service time.

Risk Management

- Set safety guidelines and rules to ensure the well being of the AmeriCorps Member(s) and the participants in the Partnering agency's program. Guidelines should include appropriate youth-to-adult ratios, parental authorization forms, clear emergency procedures, and provide adequate staff support to supervise, discipline, transport students or adult volunteers participating in activities related to the member(s) service project.

Reporting

- Conduct two evaluation meetings with the Member during the service term using the forms provided by Confluence.
- Provide Members with the support and tools necessary to accurately track and report on performance measures using the forms provided by Confluence.
- Complete and submit in-kind report to the Confluence Program Director.

Cash Match & In-Kind

As an AmeriCorps program, Confluence is required to match a portion of our federal grant through funding from the local community. Confluence meets its community match funding through cash match and in-kind contributions. The cash match is billed once each year, unless otherwise specified by the Partner. Sites unable to meet cash match will not be eligible for future Confluence AmeriCorps participation. The Partner is required to submit an in-kind contribution at least once during the service term. Additional information on documenting in-kind donations will be provided at Supervisor Training and again at site visits.

Confluence Policies & Procedures

All Partners are expected to follow Confluence and AmeriCorps policies and procedures outlined in the *Service Contract* and in the *Partner Handbook*.

Sustainability

Confluence views each member placement as an opportunity to strengthen organizations while developing long-term solutions to issues in our community. Since placements cannot be guaranteed from year to year, we ask project Partners to develop projects that build organizational capacity that will continue beyond the member's term of service.

Confluence expects project Partners to provide clear direction to Members in developing documents or systems that will sustain their project into the future. Confluence will monitor the sustainability of projects through site visits, work plans, evaluations and site reports. This information will be considered in future Partner applications.

Diverse Member Recruitment & Reference Checks

While Confluence will advertise position openings and post position descriptions on AmeriCorps (www.americorps.gov), Confluence (www.confluencecenter.org) and a variety of other websites that attract a diverse applicant pool, Partners are asked to actively advertise and recruit through their organization and networks.

Supervisors are required to perform the reference checks on their perspective candidates, as the checks usually give Supervisors additional insight to their candidate's capacity to fulfill the requirements of the position. Supervisors provide Confluence with the names of the references that they contacted on their top three candidates.

Criminal Background Checks

All enrollment and retention as a Confluence AmeriCorps Member is conditional upon receipt of a satisfactory state criminal report from the State of Oregon Clearinghouse, the Member's home state, and FBI criminal identification

systems, and upon a satisfactory report from the National Sex Offender Public Registry. Confluence will obtain fingerprints on all Members and conduct a criminal background check for the purpose of conducting a report of criminal felony convictions, as well as any offenses against persons, civil adjudication of child abuse, and a disciplinary board's final decision, and to share the results within the program, as appropriate. Members have the right to review the factual accuracy of the result before action is taken to exclude them from a position.

Until final results of the fingerprint background check are confirmed, Members must be accompanied by a site supervisor when in contact with vulnerable populations (children, people age 60 and older, and/or people with disabilities).

Partner Policies & Procedures

Change of Supervisor

If the Supervisor leaves your organization or takes a leave of absence, then qualified, alternate/interim Supervisor needs to be selected and Confluence needs to be notified of the change in writing. A form is available for this.

AmeriCorps Identifiers

Confluence Members are required to wear an AmeriCorps identifier while on service time. Members should wear an identifier that is appropriate at their service site. Partners are expected to support this uniform policy.

Permits & Other Regulatory Requirements

Ensure that projects that require permits, insurance or other regulatory requirements be met prior to the start of project. Verify Member driving eligibility prior to the start of the service. Confluence does not screen for safe driving.

Participant Liability Waivers

Obtain any permission slips and/or liability waivers necessary for adult and student volunteers or program participants, if applicable.

Donating Blood

Time spent by AmeriCorps Members donating blood is a permitted service activity that may be counted towards their term of service.

Armed Forces Reserves

To the extent possible, Confluence seeks to minimize the disruption in Members' service because of discharging responsibilities related to service duties. If Members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service.

In instances where the dates of active duty are inflexible and conflict with Confluence service, Members will be granted a leave of absence for the two-week period of active duty in the Reserves. Members may not receive time off for additional Reserves-related service beyond the two-week active duty period. No service credit is earned for once-a-month weekend service in the Reserves.

Confluence credits Members for service hours during their two-week active duty in the Reserves if it occurs during their service year. The member receives credit for the number of hours s/he would have served during that period had there been no interruption. Confluence will continue to pay the living allowance and provide health care and child care coverage for the two-week active duty period.

If a Member is called up for service in any of the military branches, the grantee will have the option of temporarily suspending the Member for a period of up to two years, or of releasing the Member for compelling personal circumstances and authorizing a pro-rated award.

Voting & Jury Duty

Confluence encourages participation in these important civic duties. Members may register to vote during service hours, and the time spent registering to vote is counted as development hours. Members who are unable to vote before or after service hours will be allowed to do so during their service time without incurring any penalties. (Note: Oregon has a *mail-in* voting system.) Members selected to serve as jurors continue to accrue their normal service hours and continue to receive all benefits, including living allowance, regardless of any reimbursement received from the court.

Unemployment Insurance

According to legislation, AmeriCorps Members are considered to be volunteers, not employees. Therefore Members are not eligible for unemployment insurance benefits based on their AmeriCorps service.

Members Working for Partners

Confluence Members may not work for Partner sites during their term of service.

Members may be allowed to work for a Partner in between service terms; however the job description and the service description must document different job tasks and that must be documented in the Member's file. A Member may not earn a paycheck from the Partner for the same activities they do as a stipended-volunteer with AmeriCorps.

Members may not be paid to write grants for the Partner that will pay for Member's cash match.

News Releases

- News releases issued by Partners or Members on behalf of their site should follow the Partnering organization's news release procedures. *Partners are highly encouraged to include AmeriCorps and Confluence information in their release. Such information and other staff support are available through Confluence.*
- All news releases issued by Confluence must receive prior approval from the Program Director.

Non Discrimination

Confluence, its Sub-Grantees, and its Partners shall comply with all federal, state and local laws, including but not limited to, statutes, rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, gender, sexual orientation, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a trained guide dog or service animal, or which prohibit the release of confidential student information (the Family Educational Rights and Privacy Act) or which require child abuse reporting.

Reasonable Accommodation

Reasonable accommodation is a logical adjustment made to a service environment to enable a person with a disability to perform the essential functions of the job. Reasonable accommodation will be determined on a case-by-case basis. Disabilities affect people differently and an accommodation that is successful for one person may not be appropriate for another, despite their having the same disability

1. Once in service, a Member may disclose a disability or make a request for a reasonable accommodation at any time by contacting any Confluence staff member.
2. Confluence is committed to working with and supporting diverse Members throughout their service. As part of this commitment, we will work closely with community partners to provide reasonable accommodation to the known mental or physical disabilities of our Members. If you believe that your Member needs accommodation to complete the essential functions of your position, let us know as soon as possible so we can support you.
3. It is always the Member's choice to decide how much information they share about their disability. If a Member chooses to disclose a disability, that information must remain confidential and may not be disclosed to others unless the Member provides approval, in writing or another verifiable method.

Site Grievance Procedure

A. Release of a Member from a service site:

If a serious problem occurs at a placement, we ask either the Member or the Partner to contact the Confluence staff as soon as the conflict appears to be too difficult to resolve without Confluence support. In most cases the following steps should occur before a Member can be released from his/her service site:

1. Inform Confluence of the situation.
2. Coordinate a Partner/Member meeting to try to resolve the conflict. *We understand that there may be rare situations where this is not possible. We need to be notified immediately of any serious offense.*
3. Partner and Member meet with Confluence staff to try to resolve the conflict.
4. Whenever possible, Confluence staff will work with the Member and Partner to develop an Action Plan to resolve the conflict using the *Disciplinary Procedures* a guide (outlined on page 12).
5. If the conflict cannot be resolved due to irreconcilable differences between the Member and the Partner, then Confluence staff may elect to place the Member with another Partnering agency for the remainder of his/her service term.

B. Termination of a Partnering organization:

If a Partnering organization is found to be out of compliance with the terms on pages 6-7 in this Handbook and in the Service Contract, then their project may be terminated by Confluence. The following steps will occur before a Partnering agency is terminated:

1. Confluence informs the Partner in writing that the project is out of compliance. The notification will describe how the Partner is out of compliance and possible solutions.
2. Confluence staff and Partner conduct a meeting to develop a plan that will bring the Partnering organization back into compliance within 30 days of being notified that they are out of compliance.
3. If the Partnering organization does not respond to or correct the compliance problem within 30 days of Confluence giving them written notice of the situation, then Confluence has the option of terminating the contract with the Partner.

Replacing a Member

In rare instances where a Member leaves or is terminated prior to completing 30% of their term of service, Confluence may be able to apply to AmeriCorps for a replacement Member.

Reimbursement

If an AmeriCorps Member does not complete his/her term with the Partnering organization, Confluence will charge the Partner a pro-rated amount through the end of the month that the Member leaves. Partners who are paid in full will be reimbursed for the amount they are owed. *Note: It can take up to six weeks to process this request depending on the circumstances.* **Partnering organizations terminated due to being out compliance will not be refunded.**

Disciplinary Procedures: Action, Suspension & Release for Cause

Occasionally, there are circumstances that necessitate disciplinary action of a Member. Staff will do their best to resolve the problem with the Member. In the case of a serious infraction, the Program Director may take action to remove a Member immediately. Otherwise the following procedures outline the necessary actions to be taken:

Step 1:

Confluence supervisor issues a written warning to the Member that states the problem and possible solutions. The Member receives a copy of the written warning, and the original is placed in the Member's file. The Confluence supervisor and Member hold a follow-up meeting within 30 days of the date the warning is issued. If the problem has been resolved a letter of "good standing" will be placed in the Member's file.

Step 2:

If the problem has not been resolved or if it reoccurs, the Member will be put on a Disciplinary Contract. The Member receives a copy of the Disciplinary Contract, and the original is placed in the Member's file. *If the problem reoccurs, the Member may be placed on a Disciplinary Contract without a written warning. Failure to comply with the terms of this contract may lead to suspension or release for cause.* At 30 days past the start of the Disciplinary Contract, Confluence staff will meet with the Member. If the problem has been resolved a letter of "good standing" will be placed in the Member's file.

A Disciplinary Contract will include:

- Statement of the problem.
- Reference to the previous written warning.
- Statement of responsibility of the Member to correct the problem.
- Statement of the consequences if the problem is not resolved.
- *If necessary, follow up meetings may be scheduled to monitor the Member's progress in addressing the problem.*

Step 3:

If the terms outlined in the Disciplinary Contract are not fulfilled, or in the case of serious misconduct, the Program Director determines whether to release the Member for cause or revise the Disciplinary Contract. Because certain infractions of Confluence rules require a more serious response, the Program Director may, at his/her discretion, omit the disciplinary action steps and move directly to suspension or release for cause.

The following is a partial list of circumstances that will result in disciplinary action, which may lead to suspension or release for cause:

- Persistent irresponsibility. *Examples of irresponsibility include, but are not limited to the following: excessive absences or absences without notification; chronic truancy; failure to perform duties; failure to submit timesheets and/or other required paperwork in a timely manner; persistent use of profane or oppressive language; disruption of the project site; dress code violations; irresponsibility towards duties and unsafe habits that may endanger the Members, Partners or populations served.*
- Damage, destruction or misuse of Confluence's private or external agency property.
- Threats to/harassment of another person.
- Violation of a Disciplinary Contract.
- Violation of rules and/or policies. *Examples include, but are not limited to the following: disrespectful behavior; sexual harassment; possession or use of drugs or alcohol during Confluence sponsored events; negligent possession of weapons at Confluence sponsored events, etc.*
- Inappropriate or unprofessional behavior. *Examples include, but are not limited to the following: behavior which could reasonably compromise Confluence's reputation, whether such conduct which occurs on "AmeriCorps time" or the Member's own time, public fighting, public indecency, public intoxication, being a minor in possession of drugs or alcohol, etc.*
- Member dissatisfaction with required duties that interfere with performance.

Suspension:

Members may be suspended if charged with any other criminal offense, or pending investigation of violations of Confluence policy or Code of Conduct. The Program Director has the discretion to suspend a Member for any reason if s/he believes the violation may compromise the safety and well being of an individual or of a Partner/AmeriCorps Program. If the Member is found not guilty or the charge is dismissed, the member may be eligible to resume his/her term of service.

The following is a partial list of circumstances that will result in immediate suspension, and possible release for cause:

- Stealing or possession of stolen property.
- Assault on another person.
- Serious safety violation.
- Charged with a violent felony such as rape or homicide.
- Charged with a sale or distribution of a controlled substance.

While on suspension, a Member may not:

- Receive the Living Allowance for the duration of the suspension.
- Earn service hours.
- Use Confluence equipment/gear.
- Attend any Confluence function.

Release for Cause

A Member who is released for cause will immediately lose all privileges related to AmeriCorps or Confluence. The following is a partial list of circumstances that will result in immediate release for cause:

- Possession of a weapon at the Partner organization, at a Confluence event or at the Confluence office.
- Possession of or use of any illegal drugs or alcoholic beverage at the Partner organization, at a Confluence event or at the Confluence office. (In most cases this action will result in immediate release for cause.)
- Conviction of sale or distribution of a controlled substance.
- Conviction of a felony during the Member's term of service.
- Leaving the program without obtaining a release for Compelling Personal Circumstances.
- Falsification of any information during the application process or during their term of service.

Confluence is required to release any member who is convicted of a felony during their term of service. Confluence may release anyone convicted of a lesser offense. Members will be suspended, pending resolution of charges, if charged with violent felonies such as rape, homicide or distribution of a controlled substance.

Members who are released for cause are subject to the following consequences:

- Member will not receive any portion of the Education Award.
- The Corporation for National and Community Service will not pay any accrued interest on a loan in forbearance.
- Member must disclose the terms of his/her release for cause to any future AmeriCorps program they apply to. Failure to do so will render them ineligible to receive future AmeriCorps Education Awards, whether or not that individual successfully completes their term of service.

Prohibited Activities & Ineligible Organizations

Federal law and the Corporation for National and Community Service ("Corporation") policy prohibit AmeriCorps Programs and Members from engaging in certain activities while using Corporation funds or on Corporation time. Members are not prohibited from engaging in any of these activities in their personal capacities and on their own time. If there is any question about whether a certain activity is permissible, please contact Confluence. Examples of prohibited activities include, but are not limited to:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts or strikes;
- c. Assisting, promoting or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. 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;
- g. 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;
- h. Providing a direct benefit to:
 - i. a business organized for profit;
 - ii. a labor union;
 - iii. a partisan political organization;
 - iv. a non-profit organization that fails to comply with the restrictions contained in Section 501c(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent Members from engaging in advocacy activities undertaken on their own initiative; and
 - v. an organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support the religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such activities as the Corporation may prohibit.
- l. AmeriCorps Members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

Non-Displacement

Programs may not permit a Member to fill in for an absent employee. By law, Members may not under any circumstances perform services, duties, or activities that had been assigned to an employee or to an employee who has recently resigned or has been discharged. Programs may not use a Member in a way that will displace an employee or position or infringe on an employee's promotional opportunities. Provisions include:

- a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance;
- b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance;
- c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual;
- d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee;
- e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that –
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures
- f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any -
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

Examples of Prohibited Activities

The following scenarios are examples of possible situations involving prohibited activities. **If you are unsure whether or not an activity is prohibited, please contact Confluence staff to discuss the situation.**

- A staff person unexpectedly resigns from an organization that is experiencing a financial crisis. The organization decides to conserve funds by not replacing the staff person immediately. Instead, the staff person's duties are shifted to the AmeriCorps Member serving at the organization. *This is considered a prohibited activity because it is displacement - the Member is being asked to perform duties that were recently assigned to a paid staff person.*
- A Member placed at a high school coordinates an after-school environmental club. As a club activity, the students plan to organize a letter-writing campaign to the school board opposing construction in a natural area adjacent to the school. The Member continues to advise the students in organizing the letter-writing campaign. *This is considered a prohibited activity because the Member is participating in an activity that involves lobbying elected officials.*
- A Member is asked to participate in a non-partisan "Get out the Vote" outreach campaign to the Partnering organizations membership. *This is a prohibited activity because Members may not participate in voter registration drives.*
- A Member is placed at a nonprofit that does advocacy, education and stewardship work around public land use issues. The Member is tabling at an outreach event in order to recruit volunteers for a community stewardship project. In addition to information regarding the volunteer opportunities at the organization, the table contains information outlining the organization's views on upcoming land use legislation. *This is considered a prohibited activity because the member is participating in an activity that advocates for or against proposed legislation. While the Member may not be personally promoting the legislation, the **public may perceive** that s/he is doing so by sitting at the same table.*
- A Member is serving as a Volunteer Coordinator with an organization that conducts both education and advocacy to the community. While the Member does not directly advocate for or against a certain bill or law, s/he does support the volunteers to do so. *This is a prohibited activity because a Member is training, and managing others to influence legislation.*

Engaging in any of the above stated prohibited activities is very serious. For further clarity, do not hesitate to contact us.

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