

2009-2010
PMSC-AMERICORPS SERVICE SITE AGREEMENT

Upon Selection and acceptance as a 2009-2010 PMSC Service site, this becomes the agreement between:

Pennsylvania Mountain Service Corps/AmeriCorps
Hereafter referred to as **PMSC**
and

Service Site Name: _____
Hereafter referred to as **Service Site.**

Service Site's Member Supervisor: _____

Site's Federal ID#: _____ or Site's State ID#: _____

Overview: **PMSC** joins with the above named **Service Site** in this affiliation pursuant to the Federal, National and Community Service Act of 1990 and 1993, and revisions through 2009, reading, "To develop leaders with a lifelong commitment to the ethic of service, to strengthen the **Service Site's** capacity to address critical unmet community needs through service, and to build a system of service." As a designated program operator, **PMSC** is authorized to select those **Service Sites** where corpsmember(s) will serve. **Service Sites**, in cooperation with **PMSC** will select corpsmember(s) to achieve a defined set of goals and objectives established and accepted by **PMSC**. **PMSC** is a program administered by Appalachia Intermediate Unit 8, as the legal applicant, operated by the Pennsylvania Department of Labor and Industry's PennSERVE, and supported by the Corporation for National and Community Service. Now therefore, If selected as a 2009-2010 **Service Site**, intending to be legally bound hereby, **PMSC** and the **Service site** agree as follows:

I. The **Service Site** agrees to the following regarding:

A. Service Location

- 1.To interview and select an appropriate candidate for the AmeriCorps funded position as approved in the service site application.;
2. To meet with **PMSC** program officials as requested; To make key staff available for interview by **PMSC** representatives and to supply necessary information to enable **PMSC** to complete required reports including, but not limited to, a comparison of actual accomplishment with the goals established for the program, the number of participants in the program, the number of service hours generated and the existence of any problems, delays or adverse conditions that have affected or will affect the attainment of program goals;
- 3.To establish measures for program success and communicate with **PMSC** concerning the development and attainment of those measures;
- 4.To encourage and support corpsmember(s)' efforts to develop and implement collaborative programs involving other corpsmember(s) and sites and addressing service needs;

5.To ensure adequate and safe working environments for corpsmember(s); to provide appropriate materials, resources, and workspace for corpsmember(s);

6.To not participate or engage in acts which are detrimental to the positive image of the aforementioned;

7.To notify PMSC in writing and in advance of, any proposed changes to service description or service location for PMSC approval.

B. Personnel

1. To provide on site supervision for corpsmember(s); to maintain open communications with corpsmember(s) and **PMSC** staff;

2.To have corpsmembers supervised while serving with vulnerable populations such as children until all criminal record results have been reviewed;

3.To sign biweekly **PMSC** Time Logs that accurately document hours served by the corpsmember(s);

4.To provide **corpsmembers** with approved projects, tasks, and assignments throughout the year of service that allow for leadership development opportunities for corpsmember(s);

5.To provide corpsmember(s) with transportation for any site related travel **or**; provide mileage reimbursement, for any site related travel whereby the corpsmember(s) uses personal transportation;

6.To support the corpsmember(s)' attendance at mandatory PMSC service and training activities, which may include, but not limited to: member orientation, midyear training, regional projects, regional meetings, and end of service training, with the PMSC reserving the right to use up to 20% of the corpsmember's hours towards these activities;

7.To provide the corpsmember(s) orientation to the **Service Site**, including mission, structure, personnel policies, and procedures;

8.To include the corpsmember(s) in appropriate staff activities, meetings and training events with hours counted towards the total goal;

9.To provide **PMSC** with the required written performance evaluations of the corpsmember(s) and communicate results with corpsmember(s);

10.To notify **PMSC** Staff immediately of any problems or concerns with the corpsmember(s); To include **PMSC** in the development of any performance action plan implemented to improve and/or correct the performance of the corpsmember(s);

11.To understand that if for any reason the corpsmember(s) withdraws or is released from service with the Service Site, PMSC may not necessarily be able to assign another corpsmember(s) to the position;

12 To support the spirit and intent of the corpsmember(s) in their performance of community service.

C. Financial

1. To provide *cash match* payment of \$3,500 and \$1,300 of *in-kind* contribution per part-time corpsmember.
2. To assure that the Service Site's cash match funds come from nonfederal sources.
3. To pay the invoice in full or in two installments due 30 days from receipt of the invoice and the 2nd payment due within 6 weeks of the 1st payment. Payable to: Appalachia Intermediate Unit 8, at 4500 Sixth Avenue, Altoona, PA 16602.
4. To agree that you will have the cash-matched paid by the designated deadlines or you will forfeit your awarded position, and your application will be placed on the "waiting list" for future consideration.
5. To agree that if you are unable to identify your selected member within 2 weeks of the designated start date, you will forfeit your awarded position, and your application will be placed on the "waiting list" for future consideration.
6. To agree that if a corpsmember leaves their service commitment prior to completion of hours, any refund, if applicable, will be based upon the total corpsmember(s) cost expended by the PMSC, the amount of federal funds that become non-expendable due to the loss of the position, and a 5% administrative fee; however, refunds for corpsmembers will not be issued after 150 days from the member's start date.
7. To understand, that if it is possible to replace an AmeriCorps member from a vacated position, an additional amount of cash-match will be required in order to replace any previously expended cash-match.
8. To provide PMSC, using the appropriate forms and format, with documentation of the in-kind contribution, **due as per the schedule outlined in the PMSC handbook.**
9. To assure that no financial profit is generated as a direct result of corpsmember(s) service (e.g. billing for services or profit from a product.)
10. To assure that no money is paid, by the **Service Site**, to the corpsmember(s) as a supplement to the living stipend.
11. To assure that the member will not be employed by the **Service Site** while serving in an Americorps position.
12. To agree that any violation of this agreement will constitute a forfeiture of the cash match tendered.

D. Assurances

1. To assure that no jobs will be lost, no present employees will be replaced, and no hours of current employees will be reduced as a result of the corpsmember(s) placement; to not use corpsmember(s) in ways that will displace an employee or position or infringe on an employee's promotional opportunities;

2.To not, under any circumstances, assign corpsmember(s) to perform services, duties or activities that were assigned to an employee or to an employee who recently resigned, was discharged, or took any type of leave of absence;

3.To understand that corpsmember(s) are prohibited from engaging in or conducting any activities of a religious nature, including religious instruction, worship services or proselytizing during working hours and agrees to take appropriate steps to assure compliance;

4.To understand that corpsmember(s) are prohibited from promoting or deterring union organization during service hours and that corpsmember(s) must not violate the Hatch or Federal Anti-lobbying Acts, and agrees to take appropriate steps to assure compliance;

5.To not discriminate against corpsmember(s) on the basis of race, color, religious creed, age, sex, national origin, or disability;

6.To comply with this agreement and all Federal and Commonwealth statutes relating to this agreement, including all terms and conditions of the **PMSC** corpsmember Agreement;

7. To understand that corpsmember(s) may not serve more than two terms in any AmeriCorps State or National program;

8.To understand that corpsmembers may not prepare any part of a grant proposal or perform other fundraising functions to help you achieve your match requirement, to pay your organization's general operating expenses, or for federal or CNCS funds:

9.To understand that any changes to the accepted corpsmember(s) service description or service site requires written approval by the PMSC program manager;

10.To verify that the **Service Site** is a 501(c)(3), non-profit, or authorized city, commonwealth, or federal agency;

11.To assure that members do not transport students or clients unless they are covered under the **Service Site's** liability insurance policy;

12.To understand that members can not begin serving until all required documentation as per the member handbook is on file;

13. To follow the grievance procedure as outlined in the **PMSC** Program Handbook;

14.To understand that a member termination must be in consultation with the PMSC program manager and in accordance with PMSC guidelines as outlined in the PMSC handbook.

II. **PMSC** agrees to the following regarding:

A. Personnel

1.To provide corpsmember(s) with training and support in accordance with the Corporation for National and Community Service guidelines;

2. To provide corpsmember(s) with a living allowance while actively serving, of a maximum of **\$6,035.00** distributed biweekly provided they meet all **PMSC** and **Service Site** requirements.

3. To authorize a post service education award of **\$2,362.50** for part-time corpsmembers, who successfully meet all terms of their agreement with **PMSC**;

4. To provide corpsmembers with worker's compensation benefits through Appalachia Intermediate Unit 8's compensation plan, for injuries sustained in the performance of corpsmember's assigned duties;

7. To follow the IU8's Policies of Nondiscrimination, Affirmative Action and Sexual Harassment;

III. Termination of Agreement

A. Failure to abide by the terms of the Agreement may result in termination of this agreement and immediate removal of corpsmember(s) from the **Service Site**; the cash match, required documentation of in-kind, and other associated costs will be due and payable within 30 days of termination action;

By this agreement, **PMSC** and the **Service Site** will work together to develop community leaders for national and community service.

The Service Site understands that upon selection and acceptance of participation in the 2009-2010 program year, your authorized signature indicates that you have read and agree to the terms of this agreement. You will receive a copy of the executed agreement upon award notification. If you are notified that you have not been selected as a Service site, this agreement becomes null and void.

Name of **Service Site**

Service Site Authorized Signature/Title

Date

Carol Lynne Overly, PMSC Program Manager

Date

Dr. Joseph Macharola Executive Director

Date