

Washington Service Corps Member Service Agreement

Program Year
2022 – 2023



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Introduction

Dear Washington Service Corps Member,

Washington Service Corps values the AmeriCorps Member's commitment to service. It is important to know that when you take the AmeriCorps Pledge to "Get things done for America," this is greater than a commitment to your Sponsoring Organization, it is a commitment to National Service.

We also make a commitment to you. The Sponsoring Organization you are placed with has been selected by the Washington Service Corps to sponsor a National Service project. To support you in your commitment to serve, we will provide support and technical assistance to your Sponsoring Organization.

This contract document lays out your benefits, rights, and responsibilities as a Washington Service Corps AmeriCorps Member as well as the expectations and responsibilities of your Sponsoring Organization.

Read it carefully, and please feel free to clarify with your Sponsoring Organization Staff any questions prior to signing.

Please find additional resources at www.washingtonservicecorps.org.

Sincerely,

Washington Service Corps Staff

www.washingtonservicecorps.org

wscmail@esd.wa.gov

1-888-713-6080

I. Purpose

The purpose of this Member Service Agreement is to provide the terms and conditions that govern the Parties to this Agreement: the AmeriCorps Member, the Sponsoring Organization, the Washington Service Corps (WSC), a program of the Washington State Employment Security Department (ESD), and the Washington Reading Corps (WRC) as programs of WSC. This Agreement is governed by the National and Community Service Act of 1990 as codified in 45 U.S.C. §§ 12501-12657, and in the Code of Federal Regulations, 45 CFR 25.

This is a contractual agreement. This service agreement should not be signed by any Party without reviewing the detailed terms outlined in the document. **By signing this document each of you confirm your agreement, and your responsibility to comply with all the terms and conditions outlined as program requirements.**

II. Definitions

- a. **“Member”** or **“participant”** means an individual:
 1. who has been selected by a recipient or subrecipient to serve in an approved national service position;
 2. who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 3. who is at least 17 years of age at the commencement of service unless the Member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case they must be between the ages of 16 and 25, inclusive, and
 4. who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091.
- b. **“Program”** refers to the activities supported under the AmeriCorps grant award.
- c. **“Project Site”** or **“Service Site”** means the actual location where the Member provides their service in the community. Typical service sites are schools, food banks, health clinics, community parks, etc. The service site may be the same as the Sponsoring Organization, but only if the Member actually serves at or with the Sponsoring Organization. A Member may serve at multiple service sites, all of which must be listed in the Position Description Form, although the program must select only one for the Member’s primary assignment.
- d. **“Service Term”** refers to the time period covered by this agreement, inclusive of the service start date and the exit date.

- e. **“Sponsoring Organization,”** means the organization with which a Member actually provides their service in the community. A Sponsoring Organization may have multiple Project or Service Sites.
- f. **“Staff”** may refer to the employees of a Sponsoring Organization, Service Site or Project Site as appropriate.
- g. **“WSC”** means the Washington Service Corps (including all programs under the WSC umbrella), which is the organization that manages this AmeriCorps program and places Members into service locations.

III. Member Eligibility

- a. **Eligibility Requirements:** To be eligible to enroll in AmeriCorps, an individual must:
 - be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
 - be at least 17 years of age (Parental approval required if under 18);
 - pass required National Service Criminal History Checks (NSCHC);
 - not be listed, or required to be listed, on the National Sex Offender Public Registry (NSOPR);
 - never have been convicted of murder, as defined by Chapter 18 of U.S. Code, Section 1111.
- b. **Age Restrictions:** Certain age restrictions apply to various WSC programs.
- c. **Tutoring Requirements:** All Members serving in tutoring programs must possess a high school diploma or equivalent.
- d. **National Service Criminal History Checks (NSCHC):** All Member selections are contingent on completion and review of the required NSCHC. According to WSC policy the following checks will be conducted by WSC during the enrollment process:
 - National Sex Offender Public Registry (NSOPR) check (also known as NSOPW);
 - Washington State Patrol WATCH Check AND a check of the official criminal record repository of the state of residence at the time of application to the AmeriCorps position;
 - FBI fingerprint-based check using the AmeriCorps-approved FBI Channeler described in the Guide.

NSCHC documentation will be maintained by WSC.

An individual who refuses to undergo the required checks cannot be enrolled.

- e. **Former Employees:** Normally, projects may not select an employee, or previous employee, as an AmeriCorps Member. However, if the project receives an application from a current or former employee and wishes to select the individual as a Member, the project must request approval from the WSC prior to selecting the

individual. The project must demonstrate that the Member will be performing activities and serving in a capacity distinct from their prior employment.

- f. **Returning National Service Participants:** To be eligible to serve for a subsequent term of service the Member must receive a final satisfactory, or better, performance evaluation for their most recent term of national service served with the WSC or elsewhere. The Member understands that mere eligibility for an additional term of service does not guarantee selection or placement.

Members are limited to a total of four terms of service (regardless of length of term). Members are limited to the equivalent of two full education awards.

A Member who has ever been released for cause from an AmeriCorps position must disclose that when enrolling for a new term. Failure to disclose a release for cause makes the Member ineligible for an education award. "Release for cause" is defined as any exit prior to completion of the term of service, when there are no Compelling Personal Circumstances documented and verified by the program.

IV. Service Term

The Member's service term dates are reflected on the final page of this Agreement, under Acknowledgement.

- a. Full-time is defined as an average of at least 40 hours per week.
- b. The Member understands that to successfully complete the service term, as defined by the WSC and consistent with the regulations of the Corporation for National and Community Service, the Member must:
- Complete the required service term **AND** meet or exceed the service hour requirement for their position.
 - Members are ultimately and solely responsible for managing and tracking of their hours and record them using the official WSC electronic timesheet system.
 - Satisfactorily complete project related service assignments, tasks, projects, and training.
 - Satisfactorily complete WSC program related requirements and training.
 - Complete and submit all electronic timesheets.
 - Complete, sign, and submit the AmeriCorps exit form.
 - Failure to submit all incomplete timesheets and a signed exit form on the last day of service will result in disallowed hours and may impact eligibility for the Education Award.
 - **This will also result in an exit with "unsatisfactory" performance, which prevents future participation in national service programs.**

V. Benefits

- a. **Living Allowance:** Members will receive a monthly living allowance. Official pay dates are the 5th and the 20th of each month. Members are required to have their living allowance direct-deposited into their checking or savings account. The first payment will always be in the form of a paper check sent to the Member's mailing address on file. If the pay date falls on a weekend, the living allowance will be deposited the Friday before.
 1. If using direct deposit will cause a hardship for the Member, an exception may be requested for consideration from WSC. Approval of this request is at the sole discretion of WSC. Members with an exception officially pre-approved by the WSC may receive a check. If a check is lost in the mail or stolen, the Member should contact their Project Site Staff and ask them to notify WSC immediately. The WSC will initiate the process to have a replacement check issued. This may take up to 30 business days.
 2. Even though the AmeriCorps Member is not in an employee relationship with the federal government, the State of Washington, Washington Service Corps, the program, or the Sponsoring Organization, the Member's living allowance is subject to deductions for federal income tax, OASI (Social Security), and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4 form.
 3. AmeriCorps Members are prohibited from accepting or soliciting monetary compensation from their Sponsoring Organization or service site above and beyond their living allowance while serving as a Member of the WSC. Members may not receive additional compensation from any source for their AmeriCorps service. Members may not be hired as employees by their Sponsoring Organization and/or service site organization during their term of service.
- b. **Unemployment Compensation.** AmeriCorps Members are not in an employee relationship with the federal government, the State of Washington, Washington Service Corps, the program, or the Sponsoring Organization for unemployment compensation purposes and, therefore, are not covered by unemployment compensation. According to RCW 50.65, time spent and compensation earned in the WSC are specifically excluded from credit for unemployment compensation. Prior employment history, however, may entitle the former Member to unemployment compensation benefits.
- c. **Member Assistance Program:** WSC subscribes to the AmeriCorps Member Assistance Program (MAP) through AllOneHealth. Details can be found on the Member benefits page of the WSC website - <https://washingtontservicecorps.org/>.
- d. **Health Insurance:** During the enrollment process, all AmeriCorps Members must either accept or decline health insurance by submitting the *WSC Health Insurance Accept or Decline* form. AmeriCorps Members who do not have health insurance at the time of enrollment will receive health care through the WSC by accepting the coverage. Family members are not eligible for coverage through the WSC insurance policy. This is a health insurance policy only. There is no dental or vision coverage.

WSC pays the premiums for this health insurance plan. This plan is ACA/MEC compliant. Detailed information about the WSC health insurance policy will be provided to Members at the beginning of the service term.

Members must decline the insurance at the time of enrollment if they already have coverage by another means, including but not limited to the following:

- staying on a parent or spouse plan;
- coverage purchased through the Health Insurance Marketplace;
- Medicaid coverage.

If the status of coverage changes during the term of service (i.e. gain or lose coverage), the Member must notify WSC by submitting a new *WSC Health Insurance Accept or Decline* form.

COBRA guidelines are not applicable to AmeriCorps Members since they are not considered employees of the program or the federal government. There is no COBRA coverage available at the end of service.

At the conclusion of service, Members may purchase a qualified health plan from the Federal Healthcare Marketplace and are not required to wait until the annual open enrollment period if they sign up for coverage within 60 days from the service end date.

- e. **Industrial Insurance (aka Workers' Compensation):** AmeriCorps Members are covered by Washington State Department of Labor and Industries' (L&I) Workers' Compensation for service-related accidents. This coverage will pay medical benefits to Members in case of illness or injury if it is caused or aggravated by the performance of the Member's usual and customary, authorized duties of their project assignment.
- The Member will enter "AmeriCorps participant" as their occupation on the L&I claim form and is not an employee.
 - Accidents or injuries must be reported to the Project Site Staff and the WSC Site and Member Services Coordinator, regardless of whether medical attention is needed or received and regardless of whether a Workers' Compensation claim is filed.
 - Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others.
 - Because AmeriCorps service is not employment, there is no "time-loss" benefit.
 - If this injury or illness prevents the Member from serving for more than a few days, the Member will be placed on administrative hold as described in Section VI.
 - L&I is the official determinant of a claim and benefit provider.
- f. **Child Care:** Members may qualify to receive a childcare subsidy while they participate full time in national service. In order to receive the subsidy, the Member's family must be income eligible and the child(ren)'s caregiver must be considered a legal provider in the state. Reimbursement rates and eligibility will be based on

locally established guidelines under the Child Care and Development Block Grant Act, a federally funded program administered by each state.

To qualify for childcare benefits, the Member must meet the following requirements:

- be the parent or legal guardian of a child under the age of 13, who resides with them;
- must certify that they need childcare in order to participate full time in AmeriCorps;
- the Member's total family income must not exceed the state's income eligibility guidelines.

Members are not eligible to receive childcare from AmeriCorps if they are receiving a childcare subsidy from another source.

Visit <https://washingtonservicecorps.org/member-resources/> for more information.

- g. **Segal AmeriCorps Education Award:** Upon successful completion of the Member's term of service, the Member will receive an education award from the National Service Trust. Successful completion includes serving the full term of service AND serving at least the minimum total service hours listed on the last page of this agreement.

The current education award amount for full-time (1,700-hour) Members is \$6,495.00. The current education award amount for Members enrolling in and completing a 1,200-hour term is \$4,546.50. The current education award amount for Members enrolling in and completing a half-year (900-hour) term is \$3,247.50. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education (including certain vocational programs), or to pay current expenses while participating in an approved school-to-work program. To learn more about how the Segal AmeriCorps Education Award can be used, visit the *About the Education Award* webpage at:

<https://www.americorps.gov/members-volunteers/segal-ameri-corps-education-award>.

The education award is valid for seven years after the date the Member completed the term of service (Member exit date) for which they received the award. Individuals aged 55 or greater at the time of enrollment may transfer their education award to a qualified child or grandchild under certain conditions. The education award is taxable in the year(s) the award is used.

If the Member has not received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.

The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program makes them ineligible to receive the education award. "Release for Cause" is any early exit from a term of service without a documented and approved Compelling Personal Circumstance.

The Member understands that if they have already received the equivalent of two full time education awards, they are not eligible to receive an additional education award.

- h. **Loan Forbearance on Qualified Student Loans¹:** AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are serving as an AmeriCorps Member. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate. The National Service Trust does not grant forbearance, the loan holders do. The request for forbearance and postponement, is not automatic. Members must request forbearance from their loan holder using the online system at <http://www.nationalservice.gov/programs/ameri-corps/segal-ameri-corps-education-award/using-your-segal-education-award/postponing>.

If a Member is not eligible for loan forbearance, they may be able to contact their lender to request an economic hardship deferment. The WSC can provide documentation of Members' living allowance, if requested.

- i. **Payment of Interest on Qualified Student Loans:** AmeriCorps Members who have successfully completed a term of service are eligible to have the National Service Trust pay up to 100% of the interest that accrued on their qualified student loan(s) during their term of service. The loan must have been in forbearance, deferment or a grace period during this period. To have the Trust pay all or a portion of the interest accrued on qualified student loans, the Trust must receive verification from the WSC that the Member has successfully completed their term of service. The Member must complete the *Interest Accrued During National Service Form* using the [MyAmeriCorps](#) online system. This payment, like payments from an education award, is considered taxable income in the year the payment is made.

VI. Member Development

- a. **Core Training:** AmeriCorps Affiliation/Program Orientation; Teambuilding (for Team Programs only); Volunteer Recruitment, Management and Recognition; Effective Communication; Cultural Awareness; Leadership Skills; Performance Measurement; Life After AmeriCorps; and site-specific literacy (WRC only).
- b. **Orientation to AmeriCorps Project:** Sponsoring Organization will orientate Members to AmeriCorps; WSC; service site; the community served; and the service provided.
- c. **WSC Required Training:** Training will focus on AmeriCorps, focus area content and other related topics, in an effort to help Members be more effective in their service assignments. Trainings may be held in-person, through online eLearning or synchronous virtual events.

¹ The national service legislation defines qualified student loan as a loan backed by the federal government under Title IV of the Higher Education Act (except PLUS Loans to parents of students), or under Titles VII or VIII of the Public Health Service Act. For more information please refer to the AmeriCorps website at: http://www.americorps.gov/for_individuals/benefits/benefits_ed_award_use.asp

Training sessions whether in-person, online or virtual are required and attendance and participation by the Member is mandatory.

Most training will occur at the beginning of your service term. Logistical details regarding participation will be communicated via email to Members and Sponsoring Organizations in advance of events and offerings as appropriate.

It is the responsibility of the Member and the Sponsoring Organization to plan service activities accordingly, so as to not conflict with WSC training offerings in any format offered.

Please refer to WSC policy #POL-124 - *Participation in Training* for information about travel expenses. Sites are expected to provide required technology to members to participate in training as needed.

- d. **Other Required Training:** WSC may introduce other trainings throughout the year which may be required for Members. If any new required trainings are added, WSC will notify the Member, as well as the primary contact of the Sponsoring Organization or service site.
- e. **Position Description:** Each Member will receive and sign a Position Description that is unique to their national service position. At a minimum, the Position Description includes:
 - typical hours of service including meal breaks (meal breaks are required and typically are not counted as service hours);
 - location of service;
 - project site staff names and contact information;
 - description of the Member's service activities;
 - duties and responsibilities;
 - performance measure targets.

The commitment to Duties and Responsibilities described in the Position Description are incorporated into this Member Service Agreement by reference.

Changes to Member duties, responsibilities, and schedule from those documented in the Position Description require an Amended Position Description to be submitted to WSC for prior approval. Once approved, Member and project site staff must sign and date the amended form, retain a copy for Member and Sponsoring Organization, and send signed originals to the WSC Site and Member Services Coordinator within 2 *business days* after a change occurs.

Prior to changing the project site staff, the Sponsoring Organization will submit a signed *Change of Support & Oversight Staff Form* or a signed amended *Position Description Form* to the WSC Site and Member Services Coordinator.

- i. **Performance Evaluations:** At a minimum, two (2) Member performance evaluations are required during the term of service. They are due approximately mid-term and near the end-of-term. The exact due dates will be communicated by WSC.

As part of the evaluation, the project site staff will work collaboratively with the Member to reflect on the Member's progress and skill development, as well as determine if the Member is on-track to complete the required service hours. Members are encouraged to provide comments on the evaluation form, responding with reflection or action plans to the evaluation.

An exit evaluation is also required by the AmeriCorps grant. Project site staff will submit the exit evaluation form to WSC with exit documents within 5 days of the last day of service. The exit evaluation requires the Member's signature to document receipt of the document.

Corrective actions will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule. See Disciplinary Guidelines, Section IX.

VII. Leave Situations

WSC AmeriCorps Members are not considered employees and are therefore not entitled to vacation time, compensatory time, or sick leave. Members may be approved for reasonable leave time according to #POL-123 *Managing Member Leave* and Approved Absence stipulations below. Reasonable leave time is defined as time off that will not prevent the Sponsoring Organization from achieving its objectives. Leave or time off must not prevent the Member from meeting the minimum total service hours listed on the last page of this agreement.

- a. **Approved Absence:** All leave must be verifiable and approved in advance by the project site staff. WSC reserves the right to overrule leave approvals. When approving leave, Sponsoring Organizations must adhere to the following:
 - Members who are on-track to achieve their minimum total hours requirement may be granted a few days off for vacation, illness, or personal matters;
 - The Sponsoring Organization should exercise prudent judgment in granting personal time off so project objectives are not compromised;
 - Members who are not on-track to achieve their minimum total hours may be granted time off to meet urgent personal needs only, such as medical issues, Department of Social and Health Services appointments, court dates, family bereavement, etc. Member is required to make up these hours and get back on track immediately upon return to service.
- b. **Holiday Leave:** AmeriCorps Members may be eligible for the same holidays as employees of the Sponsoring Organization without affecting their living allowance. However, holiday hours, if not served, do not count toward the service hours required for the education award. Sponsoring Organizations must ensure that Members are aware of the holidays prior to starting their term of service.

School breaks, such as winter, midwinter, and spring breaks, are not considered vacations for Members. For extended site closures, see Alternative Service for more information. Failure to earn hours during planned site closures could result in the Member falling short of the minimum required hours and the Member would not qualify for the Segal AmeriCorps Education Award.

- c. **Administrative Hold Status:** Administrative hold status is used when Members are unable to serve with their Sponsoring Organization for more than a few consecutive days, yet remain enrolled in the AmeriCorps program. Sponsoring Organizations may request to the WSC that Members be placed on administrative hold for extenuating personal or medical circumstances, such as:
- the birth of a child;
 - serious illness of a Member's spouse, child, or parent;
 - serious illness preventing the Member from performing their essential service duties.

Members may also be placed on administrative hold for programmatic reasons with the advance approval of WSC. Administrative hold may be granted up to 90 calendar days or until the scheduled end of the term of service, whichever is earlier.

Administrative hold requires prior written approval by WSC. Project site staff must submit a request for administrative hold to WSC and receive approval prior to the start of leave. All requests must include appropriate back-up documentation.

While on administrative hold, Members:

- are not eligible for the living allowance;
 - are not eligible for continued childcare coverage, if applicable;
 - will not earn service hours;
 - will continue to receive health care coverage, if applicable.
- d. **Armed Forces Reserves:** Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard, and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (two-week active duty service). To the extent possible, Sponsoring Organizations should seek to minimize the disruption in the Members' AmeriCorps service as a result of discharging responsibilities related to their reservist 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 AmeriCorps service, Members will be granted a leave for the two-week active duty service in the Reserves. Members must provide a copy of the orders placing them on active military duty.

Members will not receive stipend time-off for additional Reserves-related service beyond the two-week active duty service. Also, no AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves. Members will receive credit for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps term of service. The Member would receive credit for the number of hours they would have served during that period had there been no interruption. For example, if a full-time Member is scheduled to serve 40 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, they would receive 80 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in

the Reserves. Members will continue to receive the living allowance, health care coverage, and childcare benefits (if applicable) for their mandatory two-week period of active duty service.

AmeriCorps Members called to active military duty (beyond the two-week active duty service) may be placed on administrative hold. Members must provide a copy of the orders placing them on active military duty to the project site staff, who will provide a copy to their WSC Site and Member Services Coordinator. Members who are called to active duty may choose to be released from the term of service due to compelling circumstances.

- e. **Jury Duty:** Members who are called to serve on jury duty are allowed to do so. They must provide a copy of the jury duty summons to their serve site support & oversight staff, who will provide a copy to the WSC Site and Member Services Coordinator. During the time they participate in the jury selection process and/or serve as jurors, Members will continue to earn service hours and receive their living allowance, health care coverage and, if applicable, childcare benefits. Members are also allowed to keep the jury duty pay they receive from the court.

Sponsoring Organizations should consult with their WSC Site and Member Services Coordinator if additional guidance is needed.

VIII. Allowable and Non-Allowable Service Hours and Activities and Timekeeping

- a. Member will provide direct service in accordance with the position description.
 - Ensure any changes to duties are updated on the Member position description form and immediately sent to WSC.
 - Administrative and/or janitorial duties that are directly related to and are necessary to reach the Member's service goals, will be allowed. However, administrative and/or janitorial duties that support general organizational goals are not allowed.
- b. Member cannot serve or participate in trainings/orientations prior to the WSC approved start date.
- c. Member cannot serve or participate in trainings after the exit date (term of service end date listed on the last page of this agreement, or date of early resignation or termination).
- d. Member service activities are designed to expand on or enhance the Sponsoring Organization's impact. Service activities must not displace employees.
- e. Hours for service, training, and fundraising must be recorded in electronic timesheets accurately and must be verified by the project site staff.
 - Member must certify electronic timesheets after all hours are completed for the payroll period, but in time for the timesheet approver to approve within 5 business days after the end of that period.

- f. A Member is allowed a maximum of 14 service hours in a day. However, this many hours should be rare.
- g. Time spent on training is not to exceed 20% of a Member's total service hours.
- h. Fundraising is only allowed if it:
 - provides direct support to a specific service activity of the WSC project;
 - falls within the program's approved objectives;
 - is not the primary activity of the program;
 - does not exceed 10% of the total hours served.
- i. Limited teleservice may be allowed with prior written WSC approval and verification by project site staff, according to WSC policy #POL-125 – *Managing Limited Teleservice by Members*.
- j. Service outside the state of Washington is not allowed.
- k. Out of state travel for Member training purposes must be pre-authorized by WSC for the hours to be allowable. Out of state travel requests are made in writing or via email to the WSC Site and Member Services Coordinator. The request must include the approval of the project site staff, a description of the training and where it is located, including the hours involved, and how it relates to the Member's service. If WSC approved, training hours will be allowable while in training out-of-state. Travel time for WSC-approved out-of-state training will be allowable as service hours.

IX. Prohibited Activities

Activities prohibited in AmeriCorps subtitle C programs are described in 45 C.F.R 2520.65.

- a. While charging time to the AmeriCorps project, accumulating service or training hours, wearing or displaying the AmeriCorps/WSC logo, or otherwise performing activities supported by the AmeriCorps project or AmeriCorps; Members may not engage in the following activities:
 1. Attempting to influence legislation;
 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
 3. Assisting, promoting, or deterring union organizing;
 4. Impairing existing contracts for services or collective bargaining agreements;
 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 6. 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;
 7. 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;

8. Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services;
 11. Such other activities as the Corporation may prohibit.
 12. Organizing a letter-writing campaign to Congress;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or performing other fundraising functions to help the project achieve its program placement fee requirements, or to pay the project's general operating expenses. Additionally, Members cannot write or support preparation of a grant from CNCS or any other federal agency; and
 15. Fundraising, unless under the following circumstances:
 - (i) if it provides direct support to a specific service activity;
 - (ii) falls within the project's approved objectives;
 - (iii) is not the primary activity of the project; and
 - (iv) does not exceed 10% of the total hours served in their term.
 16. Engaging in census activities. Being a census taker during service hours is categorically prohibited, along with other census-related activities (e.g. promotion of the Census, education about the importance of the Census).
 17. Providing services for election or polling locations or in support of such activities.
- b. 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 above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps/WSC logos must not be worn while doing so and the Member may not engage in conduct in a manner that would associate WSC with prohibited activities.
- c. Federal funding for AmeriCorps Members is approved with the understanding that Member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps Member(s) from the service site.

X. Rules of Conduct

- a. At all times while acting in their official capacity the AmeriCorps Member is expected to abide by the following Rules of Conduct:
 1. demonstrate respect toward others;
 2. fulfill duties and responsibilities of the position;
 3. direct concerns, problems, and suggestions to the project site staff;
 4. report to project site staff immediately, and in advance of, any tardiness or absences;
 5. use professional and appropriate language when serving;
 6. wear appropriate AmeriCorps service gear to all service assignments;
 7. follow site's established safety guidelines and rules that ensure your well-being and that of program participants;
 8. comply with current WSC Policies and other policies that may be developed and implemented throughout the program year;
 9. not steal or lie;
 10. comply with your site's current Drug Free Work Place and Non-Discrimination policies;
 11. avoid actions that have the potential to cause physical or emotional damage to other Members of the program or people in the community;
 12. not engage in unlawful manufacture, distribution, dispensation, possession, or use of any controlled substances (including marijuana) or illegal drugs during the term of service;
 13. not consume or be under the influence of alcoholic beverages during the performance of service activities;
 14. immediately notify the program about personal criminal arrests or convictions that occur during the term of service.
- b. At no time may the Member engage in any activity that is illegal under local, state, or federal law, or engage in activities that pose a significant safety risk to others.
- c. Members must adhere to the Sponsoring Organization's policies and procedures during their time of service.
- d. A violation of the program's Rules of Conduct will be considered unsatisfactory performance and may be subject to the progressive discipline model outlined in Section X.

XI. Unsatisfactory Performance

Unsatisfactory performance includes but is not limited to violations of Section VIII Allowable and Non-Allowable Service Hours and Activities and Timekeeping. Section IX

Prohibited Activities, Section X Rules of Conduct and may include the following as noted by the Sponsoring Organization and/or WSC:

- Failure to complete and submit Member timesheets as required.
 - Failure to notify project site staff of intent to be late or absent within 30 minutes of scheduled starting time; reporting late for service assignments without good cause; leaving service assignments without permission.
 - Failure to follow the project site staff's instructions, failure to maintain proper behavior during term of service which includes, but is not limited to, improper behavior, adhering to service gear and appearance standards, following program rules and guidelines, etc.
 - Threatening, harassing, intimidating, coercing, or fighting with other Member(s), project site staff, other agency personnel, WSC representatives, or service recipients.
 - Unexcused absence from service assignment for three consecutive days.
 - Being under the influence of, or in possession of, alcohol, marijuana, or any controlled substance during the performance of service or training activities; engaging in any unlawful activity.
 - Falsifying program records or time reports.
 - Facing an official charge of a violent felony (e.g., rape, homicide), sale, or distribution of a controlled substance.
- a. **Other Unsatisfactory Performance.** Any behavior that affects a Member's ability to perform the service assignment, or that is not in the best interest of the Sponsoring Organization or its project will be subject to review by the project site staff and disciplinary action may be taken, up to and including termination of service.
- b. **Grievance procedure.** A Member wishing to contest a ruling of unsatisfactory performance may file a grievance.

XII. Disciplinary Process

- a. It is the intent that problems with Member performance are settled at the local level between the Sponsoring Organization or project site staff (Staff) and the Member. This ensures the Member can remain in continuous effective service. Members and project site staff are encouraged to bring concerns to each other and to collaboratively develop strategies to accommodate this goal.
- b. In the event of unsatisfactory performance, the following guidelines have been developed to provide AmeriCorps Members, Sponsoring Organizations, and project site staff with standards regarding disciplinary steps.
- c. Where necessary and appropriate, the Sponsoring Organization or project site staff may, at its discretion, follow the progressive disciplinary guidelines as outlined below and in the following disciplinary model chart:

Step 1: For general instances of unsatisfactory performance, the Staff may issue a verbal warning to the Member. The Staff will email the WSC Site and Member Services Coordinator to document the verbal warning.

Step 2: For more significant instances of unsatisfactory performance, or for failure to improve performance after a verbal warning, the Staff may issue a written warning and work with the Member to develop a corrective action plan to be written and signed by both the Staff and the Member. Staff will provide a complete copy with signatures via email (attached) to the Member and the WSC Site and Member Services Coordinator within two (2) business days of the issuance of this written warning and corrective action plan to the Member.

Step 3: If a Member commits a serious act of unsatisfactory performance or if the Member fails to follow the corrective action plan, the Member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.

- Staff must get approval from the WSC Site and Member Services Coordinator prior to suspending a Member.
- Staff must send written notice of suspension to Member, with a copy to the WSC Site and Member Services Coordinator.

Step 4: The Member may be released for cause.

- Project site staff must discuss this step with the WSC Site and Member Services Coordinator prior to taking this action.
- Project site staff must send written notice of termination to Member, with a copy to the WSC Site and Member Services Coordinator.

Members must maintain good standing with the placement site; failure to do so may result in disciplinary action up to, and including, termination from the service position.

- d. See Progressive Discipline Model chart on the next page as an example of the Disciplinary process. This chart does not include all possible acts of unsatisfactory performance or all disciplinary actions, and the Staff may choose to go directly to a more significant disciplinary step depending on the nature of the unsatisfactory performance.

Unsatisfactory Performance		Step 1 Verbal Warning	Step 2 Corrective Action Plan	Step 3 Temporary Suspension	Step 4 Release for Cause
1	Failure to complete and submit Member timesheets as required.	✓	✓	✓	✓
2	Failure to notify project site staff of intent to be late or absent within 30 minutes of scheduled starting time; reporting late for service assignments without good cause; leaving service assignments without permission.	✓	✓	✓	✓
3	Failure to follow the project site staff's instructions, failure to maintain proper behavior during term of service which includes, but is not limited to, improper behavior, adhering to service gear and appearance standards, following program rules and guidelines, etc.	✓	✓	✓	✓
4	Threatening, harassing, intimidating, coercing, or fighting with other Member(s), project site staff, other agency personnel, WSC representatives, or service recipients.		✓	✓	✓
5	Unexcused absence from service assignment for three consecutive days .		✓	✓	✓
6	Being under the influence of, or in possession of, alcohol, marijuana, or any controlled substance during the performance of service or training activities; engaging in any unlawful activity.			✓	✓
7	Falsifying program records or time reports.			✓	✓
8	Facing an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance.			✓	✓

XIII. Suspension

- a. **Suspension:** AmeriCorps Members may be temporarily suspended for unsatisfactory performance. Members suspended for unsatisfactory performance will **not** receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award. The project site staff, in consultation with the WSC Site and Member Services Coordinator, will determine the number of days of suspension.
- b. A Member witnessed by staff or other Members to have conducted a serious violation of the rules of conduct during service activities may be subject to immediate suspension pending investigation (e.g. fighting, being under the influence of drugs, alcohol, etc.).
- c. **Suspension to Investigate Situations that may Result in Release for Cause:** Allegations that may result in Suspension or Release for Cause require investigation before determining if the Member should be released for cause, the Member may be suspended for up to 30 days. These suspensions may be extended at 30-day intervals if the investigation is ongoing.
- d. During the suspension period, the Member's living allowance shall accrue, and health insurance will be provided. No service, training, or fundraising hours may be earned during the suspension period.
- e. If the final determination of the investigation is that the Member is exonerated the living allowance that accrued during the suspension will be paid to the Member during the next scheduled pay period.
- f. If the final determination of the investigation is that the Member should be released for cause:
 - The Member will not receive the accrued living allowance for the suspension period;
 - The Member will not receive any portion of an education award based on the time served in the program;
 - If the Member has obtained loan forbearance, the National Service Trust will not pay any accrued interest, and the Member may be disqualified from future AmeriCorps service.

XIV. Release from Service

Release from Term of Service: AmeriCorps Members may be released from service for cause or for compelling personal circumstances.

- a. **Release for Cause – Satisfactory Performance:**
 1. A Member who leaves the program without obtaining a release from service for compelling personal circumstances is considered released from service for cause.

2. The WSC is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify grant of an education award.
 3. A Member who is released from service for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the individual for an education award, regardless of whether the individual completes a term of service.
- b. **Release for Cause – Unsatisfactory Performance:**
1. Unsatisfactory performance or misconduct may result in release from service for cause – unsatisfactory performance.
 2. **Member will be prohibited from enrolling in any national service program in the future.**
 3. Please refer to the table in Section X for examples of reasons Members may be terminated due to unsatisfactory performance or misconduct from the program.
- c. **Release for Compelling Personal Circumstances:**
1. The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service. The Member should submit a written request for release from service for compelling personal circumstances, along with any required documentation on or before the exit date. In the event that it takes extra time to obtain the medical documentation, WSC will accept that documentation up to 25 calendar days from the exit date. After the 25th calendar day, the request will be denied and the Member will be released from service for cause – unsatisfactory performance, without an Education Award.
 2. The WSC is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify grant of an education award. The Member understands that, as a result of a release from service for compelling personal circumstances, they may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.
 3. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to:
 - Member's disability or serious illness;
 - disability, serious illness, or death of a Member's family member if it makes completing the term unreasonably difficult or impossible;
 - conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible;
 - military service obligations.

4. Compelling personal circumstances do not include the following. Release from service for these reasons will be considered release from service for cause:
 - to enroll in school;
 - to obtain employment;
 - dissatisfaction with the program;
 - to enroll into another national service program prior to completing this obligated term of service.
5. If a Member is released prior to completing 15% of the service term, then it will not be counted as one of the allowable service terms.

Any Member who believes they have been wrongfully released from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section XV.

XV. Grievance Procedures

Resolution Options: A Member may initiate Dispute Resolution and/or Grievance procedures as described below. It is recommended that the Member begin to resolve the dispute at the **Staff Level**. If that option proves unsuccessful, the Member may file a Formal Grievance requesting a Formal Hearing.

If a Member's dispute involves possible fraud or theft related to the AmeriCorps program, the dispute should be immediately escalated to the Corporation for National and Community Service Office of Inspector General (OIG) for investigation.

- a. **Staff Level Resolution:** It is the intent of Washington Service Corps to resolve Member and Project Site/Sponsoring Organization problems and disputes as soon as they arise and at the lowest possible administrative level. We hope that problems can be settled at the local level, so that the Member can remain in continuous effective service. Where disputes are not resolved, Members may seek resolution through the following grievance procedures.

Prior to requesting a formal hearing, the Parties should first attempt to resolve the dispute through each of these following channels in the order they are listed:

1. Project site staff;
2. WSC Site and Member Services Coordinator;
3. WSC Site and Member Services Supervisor.

Staff should provide documentation of these attempts to WSC prior to the Alternative Dispute Resolution or Hearing process.

- b. **Formal Grievance - Grievance Hearing:** If a Member fails to resolve the dispute informally, the Member may request a Formal Grievance Hearing. The Member must request the Formal Grievance Hearing in writing and mail the request to the WSC Director, Washington Service Corps, P.O. Box 9046, Olympia, WA 98507-9046. The Member should include a detailed explanation of the dispute, solution requested, and supporting documentation.

A Member should file a Formal Grievance and Request for Hearing within 45 days of the incident. It is in the best interest of the Member to file the Formal Grievance as early as possible in order to determine the Member's rights and benefits quickly, especially where the Member has been suspended or terminated. However, a request for a hearing may be made up to one (1) year after the date of the alleged occurrence.

c. **Formal Hearing:**

1. **Hearing examiner.** The Formal Hearing will be conducted by a hearing examiner designated by the Agency. The hearing examiner will be a neutral party with no prior knowledge of the issue. The parties to the hearing will be the Member and project site staff or others as determined by WSC.
2. **Notice of Hearing.** Once a Member submits a request for hearing, the Agency will designate a hearing examiner. Within 14 days of the request, the Agency will serve the parties with a Notice of Hearing. The Notice of Hearing must specify the following:
 - the date, time and location of the hearing;
 - the deadline for submitting supporting documentation. This can take the form of any documents and/or written statement the party wishes the hearing examiner to consider;
 - the address where the documentation must be submitted. Documents are deemed delivered on the date they are actually received by the Agency.
3. **Hearing and Order.** The hearing examiner will direct the hearing. Parties may present evidence, and the hearing examiner may ask questions during the hearing. The hearing examiner may allow witnesses to testify if necessary to clarify issues and may allow cross-examination of witnesses.

The hearing examiner will issue an Initial Order within 14 days of the hearing. The Initial Order should contain Findings of Fact, Conclusions of Law and notice of the right to appeal.

4. **Appeal.** Either party may appeal the Initial Order to the Director of the Agency. The appeal must be submitted to the Agency within 14 days of the date of the Initial Order. The Director will issue a Final Order, which shall include the right to appeal to Binding Arbitration.
5. **Settlement.** The parties are encouraged to continue to explore informal resolution to disputes whenever possible. In the event a resolution is reached, the agency is responsible for providing a written description of the Settlement Agreement to be signed by the person(s) involved including WSC.

d. **Binding Arbitration:**

An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar 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 Chief Executive Officer (CEO) of the Corporation for National & Community Service (Corporation) will appoint one within 15 calendar days after receiving a request from one of the parties.

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

The cost of 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 attorney fees.

e. **Remedies:**

If the final determination of the hearing or binding arbitration is that the Member is exonerated, any living allowance that accrued during the suspension will be paid to the Member during the next scheduled pay period.

If the grievance procedure or subsequent binding arbitration procedure finds that the participant did in fact satisfactorily complete a term of service, then that individual will be eligible to receive an education award and/or be eligible to serve a second term of service.

If the final determination of the hearing or arbitration is that the Member should be released for cause:

- The Member will not receive the accrued living allowance for the suspension period;
- The Member will not receive any portion of an education award based on the time served in the program;
- If the Member has obtained loan forbearance, the National Service Trust will not pay any accrued interest;
- The Member may be disqualified from future AmeriCorps service.

f. **Grievance Regarding Proposed Participant Placement:**

If the grievance is regarding a proposed participant placement, the placement is not to be made unless it is consistent with the resolution of the grievance.

XVI. Equal Opportunity and Non-Discrimination:

- a. The Corporation for National and Community Service (CNCS) and its AmeriCorps program and services are available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.

- b. Any person who believes that they have been discriminated against in violation of civil rights laws, regulations, or the CNCS Civil Rights Policy or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise their concerns with the CNCS Equal Opportunity Program (EOP).
- c. Please Note: Discrimination claims not brought to the attention of EOP within 45 days of their occurrence may not be accepted in a CNCS formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit.
- d. A Member who believes they have been subject to illegal discrimination should contact the Corporation's Equal Employment Opportunity Office, which offers an impartial discrimination complaint resolution process:

Equal Employment Opportunity Office
Corporation for National and Community Service
250 E Street, SW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 606-7503 (voice), (202) 606-3472 (TTY),
(202) 565-3465 (FAX);
eo@cns.gov (email)
www.nationalservice.gov

- e. A Sponsoring Organization receiving the services of an AmeriCorps Member agrees that they will abide by state and federal laws, as well as CNCS policy Civil Rights and Non-Harassment. An environment free of discrimination for all AmeriCorps Members will be provided by both WSC and the Sponsoring Organization. Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of CNCS is to ensure mutual respect for all differences among us. Participation in AmeriCorps will be based on merit and equal opportunity for all, without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community or social affiliations.
- f. The WSC and its site sponsors agree to provide an environment free from sexual, racial, ethnic, or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct that has the purpose or effect of interfering with work or service performance or creating an intimidating, hostile, or offensive work or service environment.
- g. The Corporation's Office of Civil Rights and Inclusiveness attempts to resolve concerns about discrimination promptly and when possible, uses an informal conciliation process to do so. CNCS encourages, but does not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the program or project. CNCS encourages directors of programs and projects to facilitate prompt resolution of these concerns.

- h. WSC operates this program subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA).

XVII. Miscellaneous Items

- a. **Alternative Service:** Alternative service is a direct service activity performed outside of a Member's regular service activity. Alternative service must be pre-approved and verified by the project site staff. Oversight is generally provided by another organization. Service hours and activities must comply with WSC Policy POL-122 – *Managing Alternative Service*.
- b. **Changes and Modifications:** The WSC, Sponsoring Organization, or Member may, from time to time, request changes to this Agreement. All changes to this Agreement are at the sole discretion of WSC. Such changes shall be incorporated in written modifications to this Agreement. Such changes may not violate requirements of the AmeriCorps program grant. Alteration of the terms of this Agreement shall be valid only when in writing and signed by the authorized representatives of the parties.
- c. **Commercial Creditors:** Neither the WSC nor the Sponsoring Organization is responsible for the personal debts of any AmeriCorps Member. Neither the Member nor the Sponsoring Organization is authorized to obtain an extension of credit by representing themselves as state government employees.
- d. **Days of Service:** Members are expected to participate in a service project on Martin Luther King Jr ("MLK") Day and any other day(s) communicated in advance by WSC as a required day of service or special initiative.
- e. **Disaster Response and/or Recovery Efforts:** WSC Members may be deployed to help support disaster response and/or recovery efforts if called upon to participate through CNCS. Sponsoring Organizations must agree to release Members for short term duration to assist with these efforts. Deployment may be waived if it presents undue hardship for an individual Member. These waivers must be approved by WSC.

All out-of-state Member deployments need prior approval from WSC for a Member to travel outside the state of Washington. Consult WSC Policy #POL-160 – *Managing Member Deployment* for additional information.

- f. **Drug Free Workplace Act:** In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the WSC. Alcohol and drug abuse adversely affects health and service performance, creates dangerous situations, and serves to undermine the community's confidence in the AmeriCorps program. Therefore, the WSC AmeriCorps program prohibits drug or alcohol abuse on the part of its Members. A WSC Sponsoring Organization may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of controlled substance abuse. If an AmeriCorps Member is arrested for or convicted of a drug

- offense, the Member must immediately notify their project site staff. The service site will then notify the WSC Site and Member Services Coordinator in writing within five days of the Member's arrest. The WSC will take appropriate action including referral to a drug rehabilitation program, suspension, or release for cause consistent with the WSC rules on termination and suspension of service.
- g. E-mail and Internet Usage: Each Sponsoring Organization provides equipment such as phone, computer, and internet access to their AmeriCorps Members to assist in the performance of their official duties. The equipment shall be used only for business purposes and AmeriCorps Members must adhere to the policies provided by the Sponsoring Organization. Improper or illegal use of e-mail or Internet resources poses serious risk and liability to the AmeriCorps Member, Sponsoring Organization, and the WSC. Violations will result in the disciplinary process consistent with the WSC rules on suspension and termination of service, Section X.
 - h. Enrollment in National Service Trust: All Members must enroll in the National Service Trust through the [MyAmeriCorps](#) online system upon receiving notice to enroll via email. Members must complete this online enrollment process no later than 20 days after the start of their term of service referenced on the last page of this agreement.
 - i. Exposure to Alcoholic Beverages: Unless it is listed as an essential duty in the Member's original position description, no Member will be required to attend any program or agency function where alcoholic beverages are served or consumed.
 - j. Fraternalization: Relationships between Members and organizational staff at the service site that have the appearance of partiality or preferential treatment, giving preferential treatment, or the improper use of position for personal gain, are not allowed.
 - k. Funding Contingency: In the event funding for the WSC is reduced or eliminated; or if program requirements are changed prior to or after the date of this agreement; the WSC may terminate or modify this service agreement with 30 days written notification to the Member and the Sponsoring Organization.
 - l. Informed Consent/Release: To Use Image and Voice Recordings: The Member assigns all rights to the WSC, Serve Washington, the Office of Financial Management, AmeriCorps and the Corporation for National and Community Service, in perpetuity, to use their name, likeness, photograph and/or video recordings, and other identifying information for publicity or promotional purposes throughout the world and in any and all media, whether now known or hereafter devised. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such photographs and recordings for the purposes deemed suitable by the WSC unless specifically noted to the contrary.
 - m. Legislative and Media Reporting: AmeriCorps Members will support the service site in visits by elected officials, or media publications regarding the AmeriCorps project, or the Member's contribution to the sponsoring organization's impact.
 - n. Nepotism: Related persons may work/serve at the same agency or service site. However, WSC prohibits nepotism and considers it a conflict of interest for our project sites. Sponsoring Organizations and service sites should refrain from the

appearance of partiality or preferential treatment, giving preferential treatment, or the improper use of position for personal gain. The Member may not be selected by or supervised by a relative. Relatives are defined as grandparents, parents, siblings, spouse, domestic partner, children, and stepchildren. This anti-nepotism policy is subject to all anti-discrimination requirements applicable to an individual or an organization.

- o. Non-displacement: 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.

An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

A participant in a program receiving AmeriCorps (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.

A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that will supplant the hiring of employed workers; or are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

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 presently employed worker; employee who recently resigned or was discharged; employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures employee who is on leave (terminal, temporary, vacation, emergency, or sick); employee who is on strike or who is being locked out.

- p. Nonduplication: AmeriCorps (Corporation) assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

- q. Reasonable Accommodation: Sponsoring Organizations must provide reasonable accommodations to those Members with known mental or physical disabilities. A WSC Member who needs a reasonable accommodation to perform the essential functions of their AmeriCorps position can contact their project site staff to submit a request for accommodation. Procedures and guidelines are outlined in the WSC #POL-140 - *Reasonable Accommodation and Nondiscrimination on the Basis of Disability*. All approved accommodation requests and the nature of that accommodation must be submitted to the WSC Site and Member Services

Coordinator for the program. All medical records will be kept by WSC in a secured location.

- r. **Service Gear:** Members are required to wear appropriate service gear during all service activities. Service gear, which is a symbol of a Member's commitment to serve, may include WSC or AmeriCorps buttons, shirts, jackets, vests, sweatshirts, hats, and badges. As community role models, WSC Members are responsible for maintaining a positive public image and shall follow the service gear and appearance standard guidelines outlined in WSC policy #POL-131 – *Managing Member Appearance*. WSC Members represent their Sponsoring Organization, Washington Service Corps, and AmeriCorps whenever they are serving, and thus, should conduct themselves in an appropriate and recognizable way.
- s. **Stories of Service:** Each Member is to submit at least one "Story of Service" per quarter, with a picture of themselves wearing gear, and in action. Stories are submitted through an online system. Stories need to demonstrate the impact that the Member's service has had on individuals served, as well as how the national service opportunity has impacted the life of the Member. The stories are used by the WSC to highlight Member service to our stakeholders and the general public. An ESD/WSC photo release is required if faces of any non-Members are pictured, with the exception of elected officials.
- t. **Supplies and Equipment:** WSC does not supply Members with special equipment to serve on a project. If any particular supplies are necessary for the successful implementation of a project, they are to be provided by the Sponsoring Organization or service site. The WSC will not replace or compensate for personal or other property lost, stolen, or damaged while in the possession of any AmeriCorps Member.
- u. **Teleservice:** Service from home is referred to here as Teleservice. Teleservice is discouraged by AmeriCorps and Washington Service Corps. In rare circumstances, teleservice may be allowable with prior approval and verification of activities by the project site staff, according to WSC policy #POL-125 – *Managing Limited Teleservice*.
- v. **Use of Vehicles:** If a Member uses a personal vehicle in the performance of their service duties, the Sponsoring Organization, or its project site, must reimburse the Member for their mileage expense. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement. In the absence of a written policy, reimbursement must follow federal guidelines. Sponsoring Organization must require the Member to submit proof of a valid driver's license and insurance, and maintain current auto insurance. All service-related travel will be reimbursable, or the Sponsoring Organization or its project site must provide transportation for the Member.

Post Service Employment Data Sharing Opt Out

Unless the Member selects to opt out, the Member hereby allows WSC to share the Member's Social Security number, focus area and level of education with the Washington State Workforce Training and Education Board (WTB) for the sole purpose of workforce development tracking. The WTB will only report member information in an anonymous, aggregate format and reports will only contain summary salary data, education attainment and career area. No personal information will be shared through reporting. The program uses the data to better inform the Washington State Congressional delegation and the state legislature and other stakeholders regarding the effectiveness of service as a workforce development tool.

After reading the statement above, I (Member) **do** **do not** want my information shared with the Washington State Workforce Training and Education Board.

Acknowledgement

The Member, Member's parent or legal guardian (if applicable), Sponsoring Organization, and the Washington Service Corps program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of the Member Service Agreement. If the Member is under the age of 18, the Member's parent or legal guardian must also acknowledge and sign the Member Service Agreement.

The Member is expected to serve an average of at least 40 hours per week (unless otherwise noted) for the entire term of service to meet the requirements of the WSC program. The Member must also serve a total of at least _____ hours during this term of service.

The Member's gross monthly living allowance will be \$_____.

We further acknowledge that the Member's term of service:

-

No hours may be earned or accrued before the term begins or after it ends.

AmeriCorps Member Name

Signature & Date

Parent/Legal Guardian Name
(If Member is under 18)

Signature & Date

Sponsoring Organization Staff Name
(If Project Site is not part of the Sponsoring Organization)

Signature & Date

Project Site Staff Name

Signature & Date

Washington Service Corps Staff Name

Signature & Date