Fighting Poverty with Passion

AmeriCorps*VISTA
Member Service Agreement
Program Year 2014-2015
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Introduction

Dear Washington Service Corps Member,

Washington Service Corps values the AmeriCorps*VISTA Member’s commitment to service. It is important to know that when you take on the VISTA mission to “fight poverty with passion,” it is greater than a commitment to your site; it is a commitment to National Service.

We also make a commitment to you. The organization you are placed with has been selected by the Washington Service Corps to sponsor a National Service project, and to support you in your commitment to serve, we will provide support and technical assistance to your sponsor organization. This document lays out your benefits, rights, and responsibilities as a Washington Service Corps Member. Read it carefully, and please feel free to clarify with your Project Supervisor any questions prior to signing.

Sincerely,

Washington Service Corps Staff
I. Purpose

The purpose of this Member Service Agreement is to provide information about member benefits, rights and responsibilities, and other expectations and conditions that govern the term of service with the Washington Service Corps (WSC), a program of the Washington State Employment Security Department (ESD).

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

This document will be an agreement between the AmeriCorps*VISTA Member and the WSC and is a supplemental document to the VISTA Member Handbook and the Terms, Conditions, and Benefits tutorial. All AmeriCorps*VISTA Members are required to abide by all provisions listed in these documents which can be found online at VISTACampus.org.

II. Member Eligibility

Eligibility Requirements: To be eligible to enroll in AmeriCorps* VISTA, an individual must:

- be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States;
- be at least 18 years of age;
- pass required criminal history background checks, including not being listed on the National Sex Offender Website;
- be in a position to offer full-time service for one year without regard to regular working hours;
- be able to exhibit previous education, training, military, or work experience, and any other relevant skills or interests necessary to perform a specific AmeriCorps*VISTA assignment, and
- to the maximum extent practicable, be willing to live among and at the economic level of the low-income people served by the project.

Criminal History Background Checks: Members must be able to meet required criminal history background checks. Fingerprints for the FBI Fingerprint-based check also known as the Criminal History Record Information (CHRI) will be taken at Pre-Service Orientation (PSO). Additionally, a review of the National Sex Offender Public Registry (NSOPR) will be completed prior to the PSO.

Former Employees: Normally, projects may not select an employee, or previous employee, as an AmeriCorps*VISTA 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 a waiver from the WSC. The project must demonstrate that the Member will be performing activities and serving in a capacity distinct from his or her prior employment.

**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 his or her 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.

### III. Terms of Service

**Service Term Dates:** WSC AmeriCorps*VISTA Members serve full-time for one full year. Members serving in the 2014-2015 program year enter service on August 29, 2014, and the last day of the term will be August 28, 2015.

The Member understands that to successfully complete the term of service as defined by the WSC and consistent with the regulations of the Corporation for National and Community Service, the Member must:

- Attend a Pre-Service Orientation (PSO);
- Complete the required term of service;
- Satisfactorily make progress on project related service assignments, tasks, projects, and;
- Satisfactorily complete WSC program-related requirements and training
- Complete and sign the final timesheet and exit form.

### IV. Benefits

**Living Allowance:** Members will receive a monthly living allowance. Official pay dates will occur every two weeks. Members are required to have their living allowance directly deposited into their checking or savings account. AmeriCorps*VISTA Members serving with the WSC will receive $928 before taxes. This payment service is provided by the Corporation for National and Community Service (CNCS) VISTA Member Support Unit (VMSU) and not by the WSC.

AmeriCorps*VISTA Members are prohibited from accepting or soliciting monetary compensation above and beyond their living allowance while serving as a Member of the WSC. Additionally, AmeriCorps*VISTA Members are prohibited from engaging in outside employment while serving.

AmeriCorps*VISTA Members are not in an employee relationship with the federal government, the program, or the sponsor 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.

**Health Coverage:** WSC AmeriCorps*VISTA Members are covered by the VISTA Health Benefits Program through Seven Corners. The benefits under this program do not provide coverage for health issues related to illnesses or injuries that existed prior to service as an AmeriCorps*VISTA Member.

Family members are not eligible for coverage through this coverage. COBRA guidelines are not applicable for AmeriCorps*VISTA Members since they are not considered employees of the program or the federal government. Detailed information about the VISTA health coverage is provided to Members at Pre-Service Orientation.

**Workers’ Compensation:** AmeriCorps*VISTA Members are covered by the Federal Employees’ Compensation Act administered by the Office of Workers’ Compensation Program of the U.S. Department of Labor for service-related accidents. This coverage will provide compensation benefits after termination from service 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. 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.

Accidents should be reported to the Supervisor immediately and to the WSC Program Coordinator within a reasonable amount of time thereafter. Please ensure you identify yourself as a VISTA member on the Workers’ Compensation Claim. Documentation about the injury and claim must be retained by the sponsor organization, in a file separate and secure from the Member’s personnel file. Copies of that documentation must be provided to WSC within a reasonable amount of time thereafter.

**Child Care:** AmeriCorps*VISTA Members may receive a child care subsidy while they participate 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 Development Block Grant (CCDBG), a federally funded program administered by each state. Full-time Members are eligible for childcare benefits if they:

- are parents or custodians of dependents under 13 years of age who reside with them;
- need child care in order to participate, and
• have a family income that does not exceed the state’s income eligibility guidelines.

Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies. Visit the WSC website at: http://www.esd.wa.gov/washingtonservicecorps/partnersandMembers/project-childcare-resources.php for more information.

**End of Term Benefits:** Upon successful completion of the Member’s term of National Service, the Member will receive either a Segal AmeriCorps Education Award or an end of term Cash Stipend. The cash stipend is in the amount of $1,500 and is distributed in the Member’s final paycheck. This is taxed.

Members who select the Segal AmeriCorps Education Award will receive a $5,645 education award. 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. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award. The education award is taxable in the year(s) the award is used.

A. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program may render the Member ineligible to receive the education award.

B. 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. However, if an AmeriCorps*VISTA Member wishes to serve more than two years they can select the cash stipend.

**Loan Forbearance on Qualified Student Loans**¹: AmeriCorps*VISTA Members are eligible to have the repayment of certain qualified student loans postponed while they are serving as an AmeriCorps*VISTA 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 postponement, called forbearance, is not automatic. Members must request forbearance from their loan holder using the online system at http://www.americorps.gov/for_individuals/online/index.asp

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
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’ earnings, if requested.

**Payment of Interest on Qualified Student Loans**: AmeriCorps*VISTA 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](http://www.americorps.gov/for_individuals/online/index.asp) using the online system. This payment, like payments from an education award, is considered taxable income in the year the payment is made.

More information regarding member benefits is available in the VISTA Member Handbook. Sponsor organizations are to consult with their WSC Program Coordinator if additional guidance is needed. Members are required to abide by the terms and conditions outlined in the VISTA Member Handbook.

### V. Member Development

**Pre-Service Orientation (PSO)**: All AmeriCorps*VISTA candidates are required to attend Pre-Service Orientation before they begin service. The learning objectives of Pre-Service Orientation include a basic knowledge and understanding of the following:

- mission and structure of the Corporation for National and Community Service
- philosophy and goals of AmeriCorps and the AmeriCorps*VISTA program
- AmeriCorps*VISTA legal and administrative requirements
- role of the Corporation State Office
- role of the sponsoring organization, project work plan, and member assignment description
- terms, conditions, and benefits of AmeriCorps*VISTA service
- your equal opportunity and civil rights and responsibilities as an AmeriCorps*VISTA member
- the member’s role in working with community organizations and low-income persons
- Member’s role as a developer of sustainable efforts
- community development, networking and problem-solving

**WSC Orientation**: All members must participate in a Washington Service Corps Orientation to become familiar with the requirements of the WSC such as completing timesheets, reporting, and applicable WSC specific policies and/or procedures.
On-Site Orientation and Training (OSOT): Sponsor organizations will orientate Members to the site, to the community the Member will serve, and to the service that they will provide.

Core Training: All Members of the WSC will receive required core training provided by your local site including, but not limited to: AmeriCorps Affiliation and Program Orientation; Volunteer Recruitment, Training, and Management; Resource Development, Fundraising, or Grant Writing; Effective Communication or Community Outreach; and Life After VISTA.

Site Specific Training: Each member will receive two site-specific trainings at their site to increase skills and provide professional development. These are in addition to the Core Trainings and the OSOT.

VISTA Assignment Description (VAD): Each Member will receive a VAD that is unique to their National Service position. The VAD describes the tasks for which the Member will be responsible and a timeline for the Member’s year of service as well as an indication of the project site’s priority of those tasks. This is the framework for the entire VISTA assignment. The commitment to Duties and Responsibilities described in the VAD are incorporated into this Member Service Agreement by reference.

Changes to Member activities from those documented in the VAD, require an Amended VAD to be submitted to WSC for approval prior to the change in duties.

Performance Evaluations: Two Member evaluations are required during the term of service. At a minimum, evaluations are due by January 31st by June 30th. The Supervisor and the Member will reflect on the Member’s progress and skill development and determine if the Member is on-track to complete the requirements of the program. Members are encouraged to provide comments on the evaluation form, responding with reflection or action plans to the evaluation. If a member leaves for any reason prior to the end of the contractual term of service, an exit evaluation is required to be completed by member and the Supervisor.

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

VI. Leave Situations

AmeriCorps*VISTA Members are eligible for leave benefits during their term of service. Each Member receives ten (10) medical days and ten (10) personal days, with the possibility of five (5) days of emergency leave for documentable emergencies. Exhausting allowed leave will result in termination from program. Additionally, Members cannot take leave during the first or last month of service. Personal leave must be pre-approved by Supervisors.
Emergency Leave: In the event of a natural disaster, or the critical illness or death of an immediate family member, AmeriCorps*VISTA Members can request emergency leave. Requests must be e-mailed to the Program Coordinator and cannot exceed five (5) days. If the emergency requires travel, the VISTA office may be able to assist with travel expenses; the WSC Program Coordinator should be contacted immediately if the need arises.

Extended Medical Leave: If a Member cannot return to their site within the allotted medical leave days, an extension of medical leave for up to another five workdays in cases of extended recuperation in which the member is likely to return to the project within the approved leave period or in the event of undue delay in obtaining a diagnosis of your medical condition may be approved.

Parental Leave: AmeriCorps*VISTA Members can use their combined personal and sick leave for maternity leave in the case of the birth or adoption of a child. Should there be a need for extended recuperation the Member can request an additional ten (10) days of maternity leave.

Holiday Leave: AmeriCorps*VISTA Members are eligible for the same holidays as employees of the project site without affecting their living allowance. School breaks such as winter and spring breaks should not be considered vacations for Members. Similarly, members cannot have more than 3 holiday days in a row. For extended site closures, see Alternative Service for more information.

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 Supervisor, who will provide a copy to the WSC Program Coordinator. During the time they serve as jurors, Members will continue to earn service hours and receive their living allowance, health care coverage and if applicable, childcare benefits.

VII. Allowable Service Hours and Activities

Members are to provide indirect service in accordance with the VAD. Only in the event that administrative duties are necessary to reach service goals, will such duties be allowed. Administrative duties that support general sponsor organization organizational goals are not allowed. Direct service activities are not allowed, except as necessary to accomplish the goals of the indirect service outlined in the VAD.

Member service activities are designed to expand on, or enhance the sponsor organization's impact. Service activities are not to duplicate the routine functions of, or displace paid employees.

For hours for service to be allowable they must be recorded in timesheets accurately, and submitted as required by program. The member must serve full-time, 40 hours a week.

Out of state travel for Member training purposes must be pre-authorized by the WSC Director of Programs and Operations for the hours to be allowable. Out of state travel
requests are made in writing to the WSC Program Coordinator. The request must include the approval of the Supervisor, a description of the training and where it is located, including the hours involved, and how it relates to the Member’s service. Service outside the state of Washington is prohibited by the WSC. Additionally, no out of country trainings are allowable.

VIII. Rules of Conduct

A. At all times while acting in their official capacity, the AmeriCorps*VISTA Member is expected to abide by the following rules. By signing this agreement, the Member further understands that failure to do so constitutes a violation of the program’s Rules of Conduct. The Member agrees to:

- demonstrate respect toward others
- fulfill duties and responsibilities of the position
- direct concerns, problems, and suggestions to the immediate Supervisor
- report to Supervisor immediately, and in advance of, any tardiness or absences
- use professional and appropriate language when serving
- wear appropriate AmeriCorps service gear to all service assignments
- follow project site’s established safety guidelines and rules that ensure your well-being and that of program participants
- comply with current WSC policies (as applicable to VISTA members), and other policies that may be developed and implemented throughout the program year
- not steal or lie
- comply with project site’s current Drug Free Work Place and Non-Discrimination policies
- avoid actions that have the potential to cause physical or emotional damage to other Members of the program or people in the community
- not engage in unlawful manufacture, distribution, dispensation, possession, or use of any controlled substances (including marijuana) or illegal drugs during the term of service
- not consume or be under the influence of alcoholic beverages during the performance of service activities
- immediate notification to the Program Coordinator of 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 sponsor organization’s policies and procedures during their time of service.

A violation of the program’s Rules of Conduct, to include Member Conduct Policy, will be subject to the progressive discipline model outlined in Section IX.
Prohibited Activities: There are certain activities, including lobbying, political, religious or advocacy activities that AmeriCorps*VISTA Members may not perform in the course of their duties while charging time to the AmeriCorps*VISTA program, or at the request of sponsoring organization staff. Furthermore, Members and staff may not engage in conduct in a manner that would associate the national service program or the Corporation for National and Community Service (CNCS) with the prohibited activities. Programs must become familiar with specific provisions described in the Corporation’s formal regulation (45 C.F.R. 1226.8) and the grant provisions. The list of prohibited activities includes:

- Endorsing or promoting, or appearing to endorse or promote, religion or a specific religious belief. There are a number of limitations on activities that AmeriCorps*VISTA Members can engage while serving or representing AmeriCorps*VISTA. These limitations are:
  - Giving religious instruction, conduct worship services, or engage in any other religious activity as part of their AmeriCorps*VISTA duties that would be perceived as part of their duties by members of the community in which they serve.
  - Religious instruction, worship, proselytizing, or other religious activity may be conducted as part of a project to which members are assigned or referred. Textbooks and other materials used in connection with the project should not have religious or sectarian content.
  - Members who serve in an institution that gives religious instruction or engages in other religious activities may not be used as replacements for regular personnel of the institution. For example, members assigned to serve in a program conducted under the auspices of a church-related school may not be used as substitutes for regular teachers in the school. They may work on new programs, however, that are carried on in addition to the school's regular programs and that are conducted in conformance with these rules.
  - Opportunities to receive the benefits of any project in which members serve will be open to persons in need without regard to their religious affiliation. Admission to programs supported by AmeriCorps*VISTA shall not be based directly or indirectly on religious affiliation or on attendance at a church, church-related school, or other church-related institution or organization. The availability of the project's benefits to all needy persons in the area served will be publicized.
  - Participation in an AmeriCorps*VISTA project, by members or recipients, shall not be used as a means to induce participation in sectarian or religious activities.

AmeriCorps*VISTA Members are also subject to certain restrictions related to their engagement in political activities, classified as 1) engaging in electoral activities; 2) engaging in lobbying; or 3) participating in demonstrations. Under the Hatch Act, Members are prohibited from the following activities when in service:
• **May not** use their official authority or influence, as an AmeriCorps*VISTA Member, to influence an election;

• **May not** knowingly solicit or discourage the political activity of any individual or organization that has business before the Corporation for National and Community Service or the AmeriCorps*VISTA program (e.g., an AmeriCorps*VISTA sponsoring organization or project);

• **May not** engage in political activity while in service time as an AmeriCorps*VISTA Member (e.g., while on duty as an AmeriCorps*VISTA Member at a sponsoring organization or project);

• **May not** engage in political activity while in any office of the AmeriCorps*VISTA program (e.g., while at the sponsoring organization or the project);

• **May not** engage in political activity while using a vehicle owned or leased by the AmeriCorps*VISTA sponsoring organization or project;

• **May not** be a candidate for public office in a partisan election;

• **May not** wear political buttons while in service time as an AmeriCorps*VISTA Member (e.g., while on duty as an AmeriCorps*VISTA Member at a sponsoring organization or project);

• **May not** engage in political activity while wearing an article of clothing, badge, insignia, or other similar item that identifies the Corporation or the AmeriCorps*VISTA program.

Other limitations on Member activities include:

• Displacement of employed workers;

• Receiving any compensation or other benefits for service of VISTA members;

• assist either directly or indirectly with any labor or anti-labor organizing or related activities;

• Organizing a letter-writing campaign to Congress;

• Participating in activities that pose a significant safety risk to participants;

• Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match requirements.

*Individuals may exercise their rights as private citizens and may participate in the above activities on personal time, at personal expense, and under their own initiative. The AmeriCorps logo must not be worn while doing so.*

More information regarding limitations on member activities is available in the VISTA Member Handbook. Sponsor organizations are to consult with their WSC Program Coordinator if additional guidance is needed. Members are required to abide by the terms and conditions outlined in the VISTA Member Handbook.

A violation of the program’s Rules of Conduct will be subject to the progressive discipline model outlined in Section IX.
IX. Disciplinary Guidelines for Improper Conduct

The following guidelines have been developed to provide AmeriCorps*VISTA Members and Supervisors with standards regarding disciplinary steps for improper conduct. Improper conduct includes, but is not limited to a violation of the program’s Rules of Conduct, as described in Section VII. Any behavior that affects a Member’s ability to perform the service assignment, or that is not in the best interest of the sponsor organization or its project will be subject to review by the Supervisor and disciplinary action may be taken, up to and including, termination of service.

It is the intent that problems are settled at the local level, so that the Member can remain in continuous effective service. Members and Supervisors are encouraged to bring concerns to each other and to utilize conflict resolution strategies to accommodate this goal.

In most cases, progressive discipline according to the following guidelines will be appropriate. However, in some cases the situation may be so serious that some or all of the following progressive discipline steps may not be followed to accommodate the appropriate level of discipline:

A. For the first offense, the Supervisor will issue a verbal warning to the Member. The Supervisor will email the WSC Program Coordinator to document the verbal warning.

B. For the second offense, the Supervisor will issue a written warning and a corrective action plan must be written and signed by both the Supervisor and the Member.
   - Supervisors will provide a copy with signatures via email to the WSC Program Coordinator within two (2) business days of issuance of the written warning and corrective action plan.

C. For the third offense the Member may be suspended for up to thirty days.
   - Supervisors must discuss this with WSC Program Coordinator who will seek approval for the action. Only the State Office can approve a suspension of a member.

D. For the fourth offense, the Member may be released for cause.
   - Supervisors must discuss issues with the WSC Program Coordinator for approval from the State Office. Project Supervisors cannot release a member without State Office approval.

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

X. Suspension and Early Termination

Suspension: AmeriCorps*VISTA Members may be temporarily suspended for disciplinary reasons as outlined in Sections VIII or IX. Members suspended for disciplinary reasons will continue to receive a living allowance during their
suspension period. The State Office in consultation with the WSC Program Coordinator will determine the number of days of suspension.

**Suspension to Investigate Situations that may Result in Release for Cause:** For serious allegations that may require the Supervisor to conduct an investigation before determining if the Member should be released for cause, the Member may be suspended for up to 30 days. The Site Supervisor must consult with the WSC to gain State Office approval for suspending the Member.

During the suspension period, the Member’s living allowance shall continue and health insurance will be provided. Childcare benefits will be discontinued. If the final determination is that the Member should be released for cause, 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 Corporation will not pay any accrued interest, and the Member will be disqualified from future AmeriCorps service.

**Release from Term of Service:** AmeriCorps*VISTA Members may be released from the program for compelling personal circumstances or cause.

A. **Compelling Personal Circumstances:** The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service. The Member must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause. The VISTA State Office 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 this action, they may only receive a pro-rated portion of the end of term benefit for the actual time served. In order to be eligible for a pro-rated portion of the education award, the Member must have served a minimum of 15% of the term of service.

Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to:

- a Member’s disability or serious illness;
- disability, serious illness, or death of a Member’s immediate family member if it makes completing the term unreasonably difficult or impossible;
- military service obligations;
- conditions attributable to the program or otherwise unforeseeable and beyond the Member’s control, such as relocation of a spouse, or the non-renewal or premature closing of the project;
- accepting another AmeriCorps or NCCC position if Member has served at least 335 days.

Compelling personal circumstances do not include leaving the program:
• to enroll in school
• to obtain employment
• because of dissatisfaction with the program

B. **Cause:** A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:

• conviction of a criminal offense under federal state, or local statute or ordinance;
• violation of any provision of the Domestic Volunteer Service Act of 1973, as amended, or a Corporation regulation, policy, or guideline Failure, refusal, or inability to perform prescribed project duties as outlined in the project; application or assignment description and as directed by the sponsoring organization to which you are assigned
• involvement in activities that substantially interfere with your performance of project duties,
• intentional false statement, omission, fraud, or deception in obtaining selection as a Member;
• any conduct on your part that substantially diminishes your effectiveness as an AmeriCorps* VISTA Member, including, but not limited to, acting in an unprofessional manner, failing to comply with sponsoring organization; requirements, or skipping mandatory training sessions
• unsatisfactory performance of assignment including:
  o engaging in a Prohibited Activity during service
  o refusing to serve or participate in program activities
  o being habitually tardy or having unexcused absences
  o failing to follow program rules and guidelines
  o consistently failing to follow Supervisor’s instructions
  o showing disrespect for other AmeriCorps Members, agency staff, clients, or any person of the public
  o illegal possession of a controlled substance or illegal drug use during term of service
  o reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects
  o consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events
  o being charged with a violent felony or the sale or distribution of a controlled substance
  o destroying property or stealing
  o fighting, provoking a fight, or making threats of violence
  o possessing any type of weapon while on duty
  o lying or falsifying information provided to program staff
• engagement in employment;
• unauthorized leave or absence (AWOL).
Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures discussed in Section XI.

XI. Grievance Procedures

AmeriCorps*VISTA Members should refer to the VISTA Member Handbook for further information regarding the Grievance Procedure as outlined in 45 CFR Part 1211.

XII. Miscellaneous Items

Alternative Service: When unable to serve with the service site due to school breaks, extended agency holidays, inclement weather, etc., activities must be developed for Members to continue to serve. School breaks such as winter and spring breaks should not be considered vacations for Members. Similarly, members cannot code more than 3 days in a row as holiday. Should the need for alternative service arise, AmeriCorps*VISTA Members should either use leave OR find an alternative location to provide service at.

Appropriate Use of the AmeriCorps*VISTA and WSC Names and Logos: The phrase “The AmeriCorps National Service Network” or an “AmeriCorps® Program” and the slogans “Getting Things Done”™ and “Fight Poverty with Passion” may only be used on materials in accordance with Corporation guidelines and requirements. The AmeriCorps and VISTA logos cannot be altered. The Washington Service Corps logo is also available for use by local programs and Members. As with the AmeriCorps logo, the WSC logo cannot be altered.

Commercial Creditors: Neither the WSC nor the sponsor organization is responsible for the personal debts of any AmeriCorps*VISTA Member. Neither the Member nor the sponsor organization is authorized to obtain an extension of credit by representing themselves as state government employees.

Days of Service: Members are encouraged to participate in AmeriCorps-affiliated service projects for the following recognized events:

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<tr>
<th>Event</th>
<th>Month</th>
<th>URL</th>
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<tbody>
<tr>
<td>Make a Difference Day</td>
<td>October</td>
<td><a href="http://makeadifferenceday.com/">http://makeadifferenceday.com/</a></td>
</tr>
<tr>
<td>AmeriCorps Week</td>
<td>March</td>
<td><a href="http://www.americorps.gov/about/americorpsweek/index.asp">http://www.americorps.gov/about/americorpsweek/index.asp</a></td>
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- **Martin Luther King, Jr. Day of Service** (MLK Day) is a national day of service and Members are expected to observe this Federal Holiday as a “day on, not a day off.” It occurs on the third Monday in January. Members are encouraged to serve on this holiday at their site or to participate in service activities planned in their local communities. Many resources for planning and promoting community service events for this day of service can be found on the [mlkday.gov](http://www.handsonnetwork.org/nationalprograms/signatureevents/nvw) website.

**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*VISTA program. Therefore, the WSC AmeriCorps*VISTA program prohibits drug or alcohol abuse on the part of its Members. A WSC sponsor organization may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use. If an AmeriCorps*VISTA Member is arrested for, or convicted of a drug offense, the Member must notify their Supervisor who will notify the WSC Program Coordinator in writing within five days.

**E-mail and Internet Usage:** Each sponsor organization provides equipment such as phone, computer and internet access to their Members to assist in the performance of their official duties. The equipment shall be used only for business purposes and Members must adhere to the policies provided by the sponsor organization. Improper or illegal use of e-mail or Internet resources poses serious risk and liability to the Member, sponsor organization, and the WSC. Violations will result in the disciplinary process consistent with the WSC rules on termination of service, Section X.

**Equal Opportunity:** As a grantee of the WSC, each sponsor organization receiving the services of an AmeriCorps*VISTA Member agrees that they will abide by federal laws and Corporation for National and Community Service policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps*VISTA Members will be provided by both WSC and the sponsor 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*VISTA 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.

The WSC and its site sponsors agree to provide an environment free from sexual, racial, national origin 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.

Any volunteer, service participant, client, employee or beneficiary who believes they have been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise his or her concerns with the Corporation’s Office of Civil Rights and Inclusiveness. However, discrimination claims not brought to the attention of the CNCS Office of Civil Rights and Inclusiveness within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. The Office of Civil Rights and Inclusiveness may be reached at eo@cns.gov, (202) 606-7503 (VOICE), (202) 606-3465 (FAX), or (202) 606-3472 (TDD). 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.

**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.

**Informed Consent/Release to Use Image and Voice Recordings:** The Member assigns all rights to the WSC, the Washington State Commission for National and Community Service and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes. 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.

**Legislative and Media Reporting:** If there are any visits by elected officials, or media publications regarding the AmeriCorps*VISTA project, or the Member’s contribution to the sponsor organization’s impact, Members are asked to submit a Legislative and Media Reporting Form once per quarter documenting the recognition. The form is located on the WSC website under Member Resources.

**Non-Displacement:** Organizations may not displace an employee or a position, including partial displacement such as reduction in hours, as a result of hosting a VISTA member. Projects 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, been discharged, or had a reduction in hours. Projects may not use a Member in a way that will displace an employee or infringe upon an employee’s promotional opportunities. Similarly, Members cannot displace volunteers.
**Reasonable Accommodation:** A WSC Member who needs a reasonable accommodation to perform the essential functions of his/her AmeriCorps*VISTA position must contact their Supervisor to submit a request for accommodation. Procedures and guidelines are outlined in the WSC Policy on 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 Program Coordinator for the program. All medical records will be kept in a secured location, separate from the member(s) main record.

**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, includes WSC, AmeriCorps, or VISTA lapel pins, shirts, 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 the WSC Policy on Service Gear and Appearance. WSC Members represent their sponsor organization, Washington Service Corps, and AmeriCorps*VISTA whenever they are serving, and thus should conduct themselves in an appropriate and recognizable way.

**Stories of Service:** Submit at least one “Story of Service” per quarter with a picture of Member, wearing gear, in action. Use the WSC Story of Service Form, located on the WSC website, to write a short story that shows how the member or program addressed the VISTA core principles to impact the lives of individuals you serve; or 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. Submit the story on the form to your Supervisor, and your Supervisor will forward it to the WSC Program Coordinator. The Supervisor may also write up his or her story of service to highlight their member(s) service performance. A photo release is required if non-Members are pictured.

**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 site. The WSC will not replace or compensate for personal or other property lost, stolen, or damaged while in the possession of any AmeriCorps*VISTA Member.

**Use of Vehicles:** If a Member uses a personal vehicle in the performance of their service duties, the sponsor organization, or its project must reimburse Members at the sponsor organization’s standard rate. Sponsor organizations 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 site must provide transportation for the Member.
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AmeriCorps*VISTA
Member Service Agreement
Program Year 2014-2015

Acknowledgement

The AmeriCorps*VISTA Member, site sponsor, 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 AmeriCorps*VISTA Member Service Agreement.

We further acknowledge that the AmeriCorps*VISTA Member's term of service begins on August 29, 2014 and ends on August 28, 2015. The Member is expected to serve an average of 40 hours per week for the entire year long service assignment to meet the requirements of the WSC program.

The Member's monthly living allowance will be $928.

VISTA Member First Name (Print)         VISTA Member Last Name (Print)

AmeriCorps*VISTA Member (Signature)          Date

AmeriCorps*VISTA Project Supervisor           Date

Washington Service Corps Program Coordinator Date

Note: Original hardcopy to WSC. Copies to Project Supervisor, Legal Applicant and a copy provided to AmeriCorps*VISTA Member.