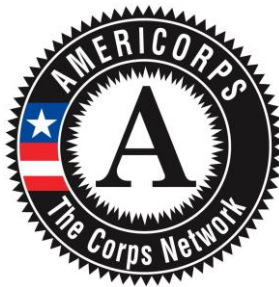


# Northwest Youth Corps

AmeriCorps Member

Handbook

2021-2022



**AmeriCorps**



**The CorpsNetwork**

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The contents of this publication were developed in coordination and collaboration with many different agencies and organizations. NYC extends our appreciation to all agencies that have offered their input and assistance.

The primary design, substance and technical validity of this publication were completed through efforts of NYC staff. This publication is available upon request.



**The AmeriCorps Pledge**

*I will get things done for America  
to make our people safer,  
smarter, and healthier.*

*I will bring Americans together  
to strengthen our communities.*

*Faced with apathy,  
I will take action.*

*Faced with conflict,  
I will seek common ground.*

*Faced with adversity,  
I will persevere.*

*I will carry this commitment  
with me this year and beyond.*

*I am an AmeriCorps member,  
and I am going to get things done.*

As a new AmeriCorps member you will make this pledge at the beginning of your term of service, and will adhere to it throughout.

## AmeriCorps Orientation

### What AmeriCorps Is

AmeriCorps, the domestic Peace Corps, engages more than 80,000 Americans in intensive, results-driven service each year. Programs teach children to read, make neighborhoods safer, build affordable homes, protect natural lands, and respond to natural disasters through more than 1000 projects nationwide. Most AmeriCorps members are selected by and serve with projects like Habitat for Humanity, the American Red Cross, and Boys and Girls Clubs and many more local and national organizations. Others serve in AmeriCorps \*VISTA (Volunteers in Service to America) and AmeriCorps \*NCCC (the National Civilian Community Corps). After their successful completed term of service, AmeriCorps members receive education awards to help finance college or pay back student loans.

### National Service

The Corporation for National and Community Service oversees AmeriCorps, Learn and Serve America, and the National Senior Service Corps works with governor-appointed state commissions, nonprofits, faith-based groups, schools, and other organizations to provide opportunities for Americans of all ages to serve their communities. Northwest Youth Corps' Education Award Program (EAP) and Opportunity Youth Service Initiative (OYSI) AmeriCorps members are granted through The Corps Network.

### Legislative History of AmeriCorps

Building off of an expanding grassroots service movement the National and Community Service Act of 1990 was signed by President George H.W. Bush. The Act worked to create both a private, nonprofit organization the Points of Light Foundation, and a new independent federal agency, the Commission on National and Community Service. Through grants and national coordination, the Commission supports four streams of service: service-learning programs for school-aged youth, higher-education service programs, youth corps, and national service demonstration models.

In 1992 a bipartisan group of Senators, working with the Bush Administration, drafted legislation to create the National Civilian Community Corps as a demonstration program to explore the possibility of using post-Cold War military resources to help solve problems here at home. The NCCC, enacted as part of the 1993 Defense Authorization Act, is a residential service program modeled on the Depression-era Civilian Conservation Corps and the United States military. The NCCC became a part of a network of national service programs when the National and Community Service Trust Act of 1993 was signed into law.

In the 1992 presidential campaign, then Governor Bill Clinton made the expansion of national service a key proposal of his campaign. The National and Community Service Trust Act was drafted by the Administration with the assistance of Congress and introduced by a bipartisan coalition of Members of Congress the bill passed nine months later and was signed into law on September 21, 1993. The legislation created the Corporation for National Service to administer AmeriCorps, Learn and Serve America, and the other national service programs.

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President Barack Obama delivered a central cause of his Administration by signing into law a sweeping expansion of national service that would engage millions of Americans in addressing local needs through volunteer service. On April 21, 2009, President Barack Obama signed the Edward M. Kennedy Serve America Act. The Serve America Act reauthorizes and expands national service programs administered by the Corporation for National and Community Service.

**The Corps Network**

The Corps Network promotes growth, quality, and sustainability of Corps and their members. Their vision is for well-funded, high-quality Corps programs to serve every community. The Corps Network assists Service and Conservation Corps to provide a wealth of valuable conservation, infrastructure improvement and human service projects. The Corp Network helps NYC provide our members with the chance to change their communities, their own lives and the lives of their families. NYC is supported by two Corps Network grants. The grants provide various youth, young adults, and adults with the opportunity to receive AmeriCorps funded Education Awards after serving in select NYC programs.

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## I. Purpose

The purpose of this handbook is to provide information about your benefits, rights, and responsibilities, and other expectations and conditions, which govern your term of service with Northwest Youth Corps.

## II. Terms of Service

A member may serve up to four terms of service in AmeriCorps State and National regardless of type of term. **However, a member may only receive the value of two full-time education awards.** Members who have received the value of two full-time education awards are eligible for forbearance during their service terms and to have their accrued interest paid after successfully completing their service. The terms of service are listed below:

### **AmeriCorps State and National – 4 terms**

VISTA – 5 one-year terms

NCCC – No limit on the number of total terms for NCCC programs, but members may not serve more than two consecutive NCCC terms without a break in service of at least 10 months before serving again.

### Living Allowance

Members will receive a living allowance determined by their term of service hours. This is not a salary or wage, but a living allowance determined by the CNCS that should support your basic needs. No matter how many hours over the average you serve per month, you will make the allotted monthly allowance amount. This is because you are technically considered a volunteer, serving your nation and state.

NYC's pay period cycle is from the 21<sup>st</sup> through the 20<sup>th</sup>. You will be paid on the final working day of each month you serve. Living allowance is prorated for partial months, based on the number of weeks in the month you served.

Full Time Members are only allowed to have one draw each month (unless in an emergency) with Finance. All draws come in a paper check.

Failure to report or call in to immediate supervisor for three consecutive work days will be called voluntary resignation or service term abandonment. If there is anything that would change our understanding of your absence, please contact us immediately so that we can re-evaluate your resignation as appropriate.

If a member serves all required hours and the program and site have permitted them to conclude their term of service before the originally agreed upon end of term, the program cannot provide a lump sum payment to the member. Similarly if a member is selected after the program's start date the program will provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments. Additionally, the living allowance cannot be docked as a disciplinary measure.

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You may waive all or part of the payment of a living allowance if you believe your public assistance may be lost or decreased because of the living allowance. Even if the living allowance is waived, the amount may be deemed available. A member who has waived the living allowance may revoke the waiver at any time and begin receiving the living allowance but may not receive any portion that accrued during the waiver period.

You are responsible for any income taxes owed on any AmeriCorps living allowances received. The living allowance amount received in a calendar year is subject to income taxes for that calendar year. While you are responsible for taxes on the education award and other AmeriCorps benefits, you may be eligible for other tax relief through the Taxpayer Relief Act of 1997. Issues about income taxes are very complicated. The important point to remember is that you should consider the tax consequences of any decisions you make about when and how to use the education award. Contact a tax professional or the IRS for details.

FICA stands for Federal Insurance Contributions Act. It is the combination of Social Security and Medicare taxes that are assessed on all earned income. It is currently 7.67%

Federal Income Tax is a tax levied by the United States Internal Revenue Service (IRS) on the annual earnings of individuals

| <b>Term of Service</b>   | <b>Minimum # of Hours</b> | <b>Education Award</b> |
|--------------------------|---------------------------|------------------------|
| Full Time (FT)           | 1700                      | \$6,095.00             |
| Reduced Full Time (RFT)  | 1200                      | \$4,266.50             |
| Half Time/Part Time (HT) | 900                       | \$3,047.50             |
| Reduced Half Time (RHT)  | 675                       | \$2,321.90             |
| Quarter Time (QT)        | 450                       | \$1,612.43             |
| Minimum Time (MT)        | 300                       | \$1,289.95             |

### III. Benefits

As an AmeriCorps member, you will receive a wealth of benefits. Most of this will come from the skills and satisfaction you will gain from the great work you will be doing with Northwest Youth Corps and the surrounding communities. In addition to personal satisfaction, you will be eligible for a variety of benefits that will allow you to serve your community and country and still afford to pay some bills!

For additional information, check out the following AmeriCorps websites:

- [www.americorps.gov](http://www.americorps.gov)
- [www.my.americorps.gov](http://www.my.americorps.gov)
- [www.edaward.org](http://www.edaward.org)

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**Living Allowance:** The member will receive a monthly living allowance as stated in their Position Description. The AmeriCorps Member’s living allowance is subject to deductions for federal income tax, medical aid (Worker’s Compensation), OASI (Social Security), and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4. The living allowance is paid to the Member once a month on the last day of the month. Checks will be handed out by Accounting unless you have direct deposit.

Each month, you will submit your timesheet for signatures to both your supervisor and the AmeriCorps program manager. It is your responsibility to assure both signatures are obtained.

Digital timesheets must be typed prior to signatures.

- Include NWYC and AmeriCorps logos.
- Fill in legal First and Last name.
- Fill in the Pay Period. NYC’s pay period runs from the 21st of the month to the 20th of the next month. Example: April 21 - May 20,2020 – (May Timesheet)
- Fill in what crew you are on. Example: LDP1
- On the first day of service, list **Orientation** in the note section.
- You **must** have a half hour (.5) lunch break every day you work 6 or more hours. Put that time in the **Lunch** column. Do not include in your daily total.
- Put the **exact amount of hours** you have **worked** under the **Direct Service** or **Training** column each day. There is a maximum of 12 working hours per day **not including lunch**. Put in a note if you are sick or off on any day.

Example:

|              | Date | Lunch     | Direct Service | Training   | Total       | Notes        |
|--------------|------|-----------|----------------|------------|-------------|--------------|
|              | 21   | .5        | 7              | 1          | 8           |              |
|              | 22   |           | 3              | 1.5        | 4.5         | Sick/Dr Appt |
| <b>Total</b> |      | <b>.5</b> | <b>10</b>      | <b>2.5</b> | <b>11.5</b> |              |

- **Direct Service** – These are all hours on the project site, driving, work hours, safety circle, and tool maintenance.
- **Training** – This is any education or training time, includes SEED, formal trainings, etc. – Only 20% of your total service time should be devoted to training.
- **Sign and Date your timesheet** with blue/black ink or approved digital signature. It must **not** be dated before the end of the pay period unless the end of you service term is before the 20<sup>th</sup>.
- **Hours are forfeited for AmeriCorps if timesheets are UNSIGNED.**
- When filling in the date, please include the month, day, and year.
- Have your supervisor sign and date the timesheet.

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Member Signature

- **Have all timesheets to you supervisor (Program Coordinator, Manager, Director, etc) by the 22<sup>nd</sup> of each month. If you must mail in the timesheets, do so after work on the 20<sup>th</sup> of each month.**
- **PAYDAY is the LAST working day of each month.**
- If you work four or more days past the last day of service as outlined on your hire letter and Member Service Agreement, your supervisor needs to notify payroll department immediately. Note it on your timesheet in **BOLD and CAPS** in the note section for each corresponding date past the last day originally outlined.

**Medical Insurance:** Northwest Youth Corps provides health care coverage to all **full time (1700hr)** members who do not have adequate health care coverage at the time of enrollment or who lose coverage due to participation in the program. NYC provides health care coverage if a full time member loses coverage during the term of service through no deliberate act of his or her own.

Family members are not eligible for coverage through the insurance policy. COBRA guidelines are not applicable for AmeriCorps members since they are not considered employees of the program or the federal government. Detailed information about the AmeriCorps health insurance policy is provided to members at the time of enrollment.

**Worker’s Compensation Insurance:** Northwest Youth Corps provides Workers’ Compensation Insurance to all members receiving a living allowance. Workers’ Compensation Insurance covers on-the-job injuries.

**Member responsibilities:**

- Members who have physical limitations or special medical conditions, including allergies and reactions to stings, should notify their supervisor in writing as soon as possible.
- If a member has an accident or injury while serving, she/he must report the accident immediately to his/her Supervisor. In the absence of the Supervisor, the safety officer must be informed.
- After the initial verbal report, the member must complete an Accident/Incident Report, detailing the injury or occupational disease, and submit it to their immediate supervisor within 24 hours. The coordinator completes the forms and submits them within 48 hours of the incident.
- In addition to NYC’s 801 report form (the worker/employer report form), the appropriate Workers’ Compensation claim must be completed by the member and their immediate supervisor, and be submitted within 48 hours of a doctor’s visit. To facilitate proper filing of a claim, members and/or their supervisors should immediately provide the designated staff person with the information necessary to file a claim. The staff person notifies the Workers’ Compensation office of the claim.
- The member may lose the right to receive Workers’ Compensation benefits if the incident is not reported in a timely manner.

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- Members have up to one year to file a claim on a reported incident.
- Members must have the medical provider submit all billings to the Workers' Compensation Insurance provider.
- The member is expected to perform alternative service opportunities offered by NYC staff in the case that she/he is unable to return to his/her regular service position.

**NYC's responsibilities include:**

- NYC supplies forms for reporting accidents and furnishes additional information about Workers' Compensation upon request.
- Workers' Compensation insurance pays certain medical and rehabilitation expenses within the limits of the law.
- Members will not be credited with service hours for hours missed due to injury.
- Northwest Youth Corps staff will work with the member to find alternative service opportunities if the member is unable to serve at his/her regular service position.
- If the member is unable to perform any service due to injury, service suspension or compelling personal circumstances will be considered at the Director's discretion.

**AmeriCorps Child Care Benefits Program**

The AmeriCorps Child Care Benefit Program is available for qualified, active, full-time AmeriCorps State and National, VISTA, NCCC, and FEMA Corps Members who need the benefit to serve; eligibility requirements are listed below for each AmeriCorps program. Child care benefits are paid directly to qualified child care providers for all or of part of the member's child care costs during their active time of service; child care benefit payments cannot be paid directly to AmeriCorps members. Child care benefits may not exceed applicable payment rates as established in the state in which the child care is provided under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858c(4)(A)).

**AmeriCorps Child Care Benefits Administration GAP Solutions, Inc.**

(GAPSI) administers the AmeriCorps Child Care Benefits Program for the Corporation for National and Community Service and therefore members must apply directly to GAPSI for the child care benefit. Interested and eligible members should visit the GAP Solutions, Inc. website at: [www.americorpschildcare.com](http://www.americorpschildcare.com) or call toll-free at 855-886-0687 for more information.

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Member Signature

## Member Eligibility Requirements

AmeriCorps State and National AmeriCorps child care benefits are available to full-time State and National members who qualify. To qualify for the child care benefit, the member must meet the following eligibility requirements: The State and National member's household income must not exceed 75% of the state's median income for a family of the same size; this limit is different for each state and may change annually. The total household income is used to determine your income eligibility excluding your AmeriCorps State & National living allowance. The member must not currently receive a child care subsidy from another source at the time of acceptance into the program (including a parent or guardian) which would continue to be provided while the member serves in the program. The member must be the parent or legal guardian of a child under the age 13. The child must reside with the member. The member must certify that he or she needs child care in order to participate in the AmeriCorps State and National program.

**\*\*\*Please note:** State & National Members serving in the Professional Corps or in the Education Award only program are not eligible for the child care benefit.

**Education Award:** Upon successful completion of the full term of service, you are eligible for an education award. The education award is considered taxable income. Beginning with terms of service that start on or after Oct. 1, 2018, the education award may be used to pay expenses incurred in enrolling in an educational institution or training establishment that is approved under the GI Bill. It can also be used to repay qualified student loans. Information about how to access your education award is included on the <https://my.americorps.gov> website. This award is not available until you have successfully completed and exited the program.

A member may use the education award up to seven years after his or her last day of service. A member may apply for an extension if:

- he or she is unable to use the award for some reason during that time that is outside of his or her control such as a serious illness; or
- he or she enrolls in another term of service in an approved program.

To be considered for an extension, a member must apply for an extension before the end of the seven year period.

It is important to understand that failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render you ineligible to receive the education award.

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**Ed Award and Taxes:** The education award is taxed in the year it is used. For example, if a member uses all or part of the education award for college in the fall of 2019, that member must pay taxes on the portion of the award used when he or she files 2019 taxes. The Corporation for National and Community Service (CNCS) does not withhold taxes from the award.

By the end of January each year, the Corporation sends a 1099 MISC Form to all AmeriCorps members who have made payments from their education awards and for whom interest payments have been made during the previous year totaling \$600.00 or more. The 1099 MISC Form does not need to be submitted to the IRS with a member's tax return, but it reflects the amount that CNCS reports to the IRS as taxable miscellaneous income.

**Transferring the Ed Award:** To transfer an education award you must:

1. have earned the award in an AmeriCorps State or National program;
2. have been aged 55 or older on the date you began the approved term of service; and
3. have begun the term of service on or after October 1, 2009. You may transfer all or a portion of your unused education award. Once transferred you may revoke any unused amount prior to the expiration of the award. You can only transfer each award once. You may transfer the award to your child, step child, grandchild, step grandchild or foster child.

**Loan Forbearance:** Under the National and Community Service Trust Act of 1993, borrowers serving in approved national service positions in AmeriCorps qualify for mandatory forbearance during service. Forbearance postpones your obligation to make loan payments.

Federal Family Education Loan Program (FFELP) loan forbearances may be granted in increments of up to 12 months at a time. Members may reapply if they continue service. Forbearance is granted by the lender.

Mandatory forbearance for approved national service positions is available for the following educational loans:

- Federal Family Education Loans (Subsidized and Unsubsidized Stafford Loans Supplemental Loans to Students (SLS), Consolidation Loans)
- William D. Ford Federal Direct Loans (Direct Subsidized and Unsubsidized Stafford/Ford Loans, and Direct Consolidation Loans)
- Federally Insured Student Loans (FISL)
- Health Education Assistance Loans (HEAL)
- Health Professions Student Loans (HPSL)
- Loans for Disadvantaged Students (LDS)
- Nursing Student Loans (NSL)
- Primary Care Loans (PCL)

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Other deferments/forbearance may be available for Federal Perkins Loans and loans made directly to the member by a state agency.

To access forbearance on loans: Access the AmeriCorps portal (<https://my.americorps.gov>) where you will find the Forbearance Request Form. Complete this for every loan that will need forbearance. This is submitted through the website to the lender of each loan. If the lender does not appear on the list of lenders, you should call the 1-800 number on <https://my.americorps.gov> for assistance and they will help to initiate the process of adding them. Lenders are obligated to offer forbearance on loan to AmeriCorps members. You will need to reapply if you continue with another term of service after this one.

If the interest is not paid, it may be capitalized. If you are past due on payments not covered by the forbearance period, the loan holder may grant an administrative forbearance to resolve the delinquency at the time this request is processed and may capitalize all unpaid interest.

**Interest Accrual:** During the service period interest on your loans continues to accrue, whether or not they are in forbearance. Upon successful completion of the term of service the National Service Trust will pay all or a portion of the interest that has accrued on a loan if it is in forbearance. If you leave service early for other than compelling personal circumstances you will be responsible for payment of interest.

To access the payment of accrued interest during an AmeriCorps term: Access the AmeriCorps portal (<https://my.americorps.gov>) and the Interest Accrual form. You will fill out the member section of the Interest Accrual Form for each loan that you are working with. Make sure that the start date should be the actual date you started. The End Date should not be more than a 30-day window after your program ends. If it's not, the form will be voided and sent back. Send it in directly to the lender, who will complete the form and return it to the Trust, who will then pay the interest accrued.

Be aware that throughout the term you may receive solicitations for loan consolidation, usually for some great rate. These offers can be a pitfall to the ability to have the trust pay the accrual! Read through the info on the <https://my.americorps.gov> website, and see the AmeriCorps Program Manager, who may have access to further resources to help navigate the system. It may seem to make sense to consolidate loans, but the CNCS has stipulations that may negatively affect members. For example, if they were to consolidate with a spouse and the spouse's name appeared first, the trust could not honor the consolidation, and would not pay the interest!

### III. Member Development

NYC is committed to providing members with opportunities to develop both personally and professionally during their term of service. Full-time members participate in a Member Development Program with the following goals:

- Gain a greater appreciation and understanding of American democracy, government, and cultures, while learning to be an effective participant.

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- Explore the community and its resources and plan successful service projects that respond to real community needs and emergencies.
- Coordinate, implement, and evaluate a service project(s) addressing an important community need.
- Increase life and/or employment skills and foster positive attitudes that value lifelong citizenship and service.

Members can expect to spend between 10% and 20% of their service term in activities involving training and development.

### **Member Evaluation**

NYC’s members are evaluated twice during their service term by the AmeriCorps Program Coordinator and twice by their supervisors. Evaluations are both written and verbal. The member and site supervisor or the AmeriCorps Program Manager complete evaluation forms together and set goals for improvement in areas of need. Completed evaluation forms are kept in the member’s AmeriCorps file. Evaluations provide valuable feedback to improve skills and performance, improve program quality, and assess progress in achieving goals (Evaluation Samples can be found in section three).

A member has a right to review their file. Members should schedule a time with the Program Manager to view their files during working hours.

### **Unemployment**

AmeriCorps members are not traditional volunteers because they receive a living allowance throughout their term of service and an education award at the conclusion of service. In other words, AmeriCorps members receive a form of monetary compensation for their services. However, as a member of the AmeriCorps program one does not serve as an employee or staff member of the host organization or host site as specified by OR Senate Bill 970.

This bill states that “employment” does not include service performed by participants in an AmeriCorps program. Although the member may appear on the host organization’s payroll, the organization is simply distributing the allotted living allowance to the AmeriCorps member and not paying the member an earned wage. Because the living allowance is not based upon hours worked in a specific period, but instead on a set minimum total service hours, the living allowance is considered a stipend and not an earned wage. As a result, at no point during or immediately following an AmeriCorps term of service may a member file for unemployment benefits. This is because the AmeriCorps member is not an employee of the host organization or AmeriCorps.

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## Accommodation Guidelines

### Accommodating Members with Disabilities

The process in selection of members is based on the qualifications of the applicants and whether or not they can perform the essential project activities, with or without reasonable accommodation of their mental or physical disabilities. Programs and activities are accessible to persons with disabilities of otherwise qualified members, service recipients, applicants and program staff.

NYC makes all selections and project assignments without regard to the need to provide reasonable accommodation. NYC is not required to enroll individuals who are unqualified or those who pose a direct threat to the health or safety of others (that cannot be eliminated through reasonable accommodation), nor is NYC required to make accommodations that are unduly burdensome or will alter fundamental program design. However, NYC must prove and document any such findings or decisions. Once an individual requests an accommodation, NYC will evaluate the ability to provide accommodation.

- Once in service, a member may disclose a disability or make a request for a reasonable accommodation at any time by contacting Jay Runte, AmeriCorps Director, at (541) 743-8590 or [jayr@nwyouthcorps.org](mailto:jayr@nwyouthcorps.org).
- Northwest Youth Corps is committed to working with and supporting diverse members throughout the service placement. As part of this commitment, we will work closely with our community placement organizations to provide reasonable accommodation to the known mental or physical disabilities of our members. If you believe that you need accommodation to complete the essential functions of your position, please let us know as soon as possible so we can support you.
- It is always up to the member who discloses to decide how much information to share about a disability. If a member discloses a disability, that information must be/will be maintained confidentially and cannot be disclosed to others unless the member provides approval in writing or in another verifiable method.

### IV. Prohibited Activities

While serving as an AmeriCorps Member, you may not engage in any of the following prohibited activities as detailed in the AmeriCorps Program Provisions. This means that you may not perform these activities as part of your regular service (while “on the clock”). Additionally, you may not perform the following activities as a representative of AmeriCorps, which means wearing service gear – AmeriCorps identity clothing or identifying yourself as an AmeriCorps Member. An example of this would be writing a letter to the editor endorsing a political candidate and signing the letter John Smith, AmeriCorps Member. Another example would be attending a protest in your AmeriCorps t-shirt. Any questions about prohibited activities should be directed to the AmeriCorps Program Manager immediately.

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While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

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—
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. 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
  - e. An organization engaged in the religious activities described in paragraph C. 7 of this section (*of the AmeriCorps Terms & Conditions*), unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as the CNCS may prohibit.

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

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For members placed at host sites (organizations or service locations where they are supervised by staff who are NOT employees of NYC), the Host Site may not assign to the following to the Member:

- activities that pose a significant risk to you or other participants
- assignments that displace/supplant employees
- internships with for-profit businesses

Individuals may exercise their rights as private citizens and may participate in the able activities on their initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.

## V. Release from the AmeriCorps Program

**Release from Participation:** The member can be released from service in two ways:

1. For Compelling Personal Circumstances (see list below)

If the member is released for a Compelling Personal Circumstance NYC, with input from the member, can choose to do one of the following:

- Suspend the member's Term of Service. This suspension results in the member completing her/his Term of Service upon the release of the suspension. Consequently, the member's end date is extended, though only for as long as the member was suspended.
- Exit the member. If the member is exited prior to their completion of the Term of Service and prior to their end date, the member may be eligible for a pro-rated Education Award which corresponds monetarily to the number of hours that the member served.

However, the Member must have served at least 15% of their total service hours in order to be eligible for a pro-rated award.

**Compelling Personal Circumstances:** An AmeriCorps program may release a participant upon a determination by the program, consistent with the criteria listed in paragraphs (a)(5) through (a)(6) of this section, that the participant is unable to complete the term of service because of compelling personal circumstances. A participant who is released for compelling personal circumstances and who completes at least 15% (percent) of the required term of service is eligible for a pro-rated education award. Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to:

- Disability, serious illness, or death of a Member's family member if this makes completing the term unreasonably difficult or impossible
- Military service obligations
- Conditions attributable to the program or otherwise unforeseeable and beyond the member's

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control, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible.

- Acceptance by a participant of an opportunity to make the transition from welfare to work.
- Acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives the promotion of employment among its participants.

Compelling personal circumstances do not include leaving the program:

- To enroll in school.
- To obtain employment other than in moving from welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its participant.
- Because of dissatisfaction with the program.

The participant has the primary responsibility for demonstrating that compelling personal circumstances prevent the participant from completing the term of service. Documentation must be provided.

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

- Failing to complete the required number of service hours in the time allotted.
- Violating the program's discipline.
- In the event that the member is released For Cause, the member receives no portion of the Education Award.
- Any participant who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.

An individual who is released 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.

An AmeriCorps \*State/National participant released for cause may contest the program's decision by filing a grievance. Pending the resolution of a grievance procedure filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is considered to be suspended. For this type of grievance, a program may not—while the grievance is pending or as part of its resolution—provide a participant with federally-funded benefits (including payments from the National Service Trust) beyond those attributable to service actually performed, without the program receiving written approval from AmeriCorps.

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As an alternative to releasing a participant, an AmeriCorps \*State/National program may, after determining that compelling personal circumstances exist, suspend the participant's term of service for up to two years (or longer if approved by the Corporation based on extenuating circumstances) to allow the participant to complete service with the same or similar AmeriCorps program at a later time.

## **VI. Leave Situations**

### **A. Jury Duty:**

Serving on a jury is an important responsibility of citizenship. To strengthen the spirit of citizenship, Members are encouraged to serve jury duty and will not be penalized for doing so. During the time Member serve as jurors, they will continue to earn service hours and receive their living allowance, health and child care benefits. They may also keep reimbursements for incidental expenses received from the court. Members notified of jury duty must provide a copy of the summons to the Supervisor and Program Coordinators.

### **B. Military Leave:**

AmeriCorps Members serving in the National Guard or Reserve are granted a leave of absence for a two-week period of active duty training. Members may not receive additional time off for training beyond the two-week active duty training period. Members will continue to receive their living allowance, childcare and medical benefits during this period and will receive credit toward the service hours required for an education award. Members on two-week active duty training will receive eight (8) hours of service credit per day toward their education award. No AmeriCorps service credit is earned for the once-a-month weekend service in the National Guard or Reserve. AmeriCorps members called to active military duty (beyond the two-week period of National Guard or Reserve training) may be placed in a hold status. While in hold status they will not receive their living allowance, child care, medical benefits nor will they receive service hours toward their education award. Members receiving notification of being placed on active duty must provide a copy of their orders to the Host Site and NYC supervisors. Members may also choose to be terminated from the project under compelling circumstances.

### **C. Suspended Service:**

1. A program must suspend the service of an individual who faces an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance.
2. A program must suspend the service of an individual who is convicted of possession of a controlled substance.
3. An individual may not receive a living allowance or other benefits, and may not accrue service hours, during a period of suspension under this provision.

### **D. Reinstatement:**

1. A program may reinstate an individual whose service was suspended under paragraph (C)(1) of this section if the individual is found not guilty or if the charge is dismissed.

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2. A program may reinstate an individual whose service was suspended under paragraph (C)(2) of this section only if the individual demonstrates the following:
  - a. For an individual who has been convicted of a first offense of the possession of a controlled substance, the individual must have enrolled in a drug rehabilitation program
  - b. For an individual who has been convicted for more than one offense of the possession of a controlled substance, the individual must have successfully completed a drug rehabilitation program

**Any member who leaves NYC without obtaining a release for Compelling Personal Circumstances is considered released for cause and will not receive an education award.**

## **VII. Confidentiality**

**Confidentiality Practice:** Member and employee paperwork and files are stored in a secure file cabinet that is inaccessible by any Northwest Youth Corps employees other than the AmeriCorps Program Manager and Program Director. The only other circumstance where another individual would be permitted to view the contents of a member or employee file would be at the request of the site supervisor and then only the site supervisor would have the ability to review said contents.

**Confidentiality of Background Checks:** Northwest Youth Corps ensures that employees' and members' background check documentation is kept in the member's or employee's file and/or other appropriate file. Files are stored in a location in congruency with all organizational confidentiality practices. However, NYC is permitted to share criminal background check findings appropriately within the program.

**Member Record Review:** If a member requests access to review the contents directly relating to the AmeriCorps grant in their file, the individual must notify their supervisor in writing. Upon written notification the supervisor must grant the member permission to view said contents.

## **VIII. Grievance Procedure**

The following procedure has been established to assist NYC - AmeriCorps Members in resolving conflicts and disputes. It is specifically designed to handle conflicts between individuals.

1. The aggrieved party should first attempt to settle the problem with the other party individually in a mature, respectful and professional manner.
2. If this attempt is unsuccessful, you must prepare a written notice to the aggrieving party notifying him or her that you are pursuing the matter, describing what occurred, and your attempt to settle the matter directly. Provide this notice to the aggrieving party and a copy to the AmeriCorps Program Director.

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3. Set up a meeting with the AmeriCorps Program Director to discuss potential options for conflict resolution, including but not limited to:
  - involvement of a peer conflict review committee
  - intervention of the AmeriCorps Program Director
  - mediation
4. If this is unsuccessful, you must prepare an additional written notice to the aggrieving party notifying him or her that you are pursuing the matter further. The written notice should describe your additional attempts to settle the matter in consultation with the AmeriCorps Program Director. Provide this notice to the aggrieving party and a copy to the AmeriCorps Program Director as well as to the Executive Director.
5. Request an appointment with your supervisor to discuss the matter and alternative approaches to reach resolution.
6. In the event that the above efforts to resolve disputes are unsuccessful, the AmeriCorps member may seek resolution through the following CNS grievance procedures. These procedures are intended to apply to service related issues, such as assignments, evaluations, suspension or release for cause. In addition, individuals who are not selected as AmeriCorps members or labor unions alleging displacement of employees or duplication of activities by AmeriCorps may utilize these procedures.

**A. Optional Alternative Dispute Resolution (ADR)**

ADR is available, but must be selected within 45 days of the underlying dispute. If a member chooses ADR as a first option, a neutral party designated by the program will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in the dispute. ADR is confidential, non-binding, and informal. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

If ADR is chosen by the member, the deadlines for convening a hearing and of a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

**B. Grievance Hearing**

A member may request a grievance hearing without participating in ADR, or, if ADR is selected, if it fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the designated program supervisor or director. A request for a hearing must be made within one year

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after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member information that it relied upon in its disciplinary decision.

The program will arrange for one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing. They are intended to facilitate a mutually agreeable resolution of the matter to make a hearing unnecessary or to narrow the issues to be decided at the hearing. The format of the pre-hearing conference may be flexible, involving meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the AmeriCorps Program Manager or designated site supervisor.

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

### **C. Binding Arbitration**

An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Corporation's Chief Executive Officer will appoint one within 15 calendar days after receiving a request from one of the parties.

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 attorneys' fees.

## **IX. Drug-Free Workplace Act**

In compliance with the Drug-Free Workplace Act of 1988 (as set forth in 45 C.R.F.), it is the policy of NYC and all of its sites to maintain a workplace that is free from the effects of drug use and alcohol abuse. All members and staff are prohibited from the use, sale, distribution, possession or manufacture of controlled substances, and abusing alcohol. Drug use and alcohol abuse reduce effective job performance, increase absenteeism and endanger safety.

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Any member who violates this policy will be subject to disciplinary action, which may include suspension, dismissal or other appropriate personnel action, and may also be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program.

Members will be assisted in seeking treatment. Members who seek referrals to local rehabilitation and counseling programs should contact the AmeriCorps Program Manager.

As a condition of service, and continued service, all members must abide by this Drug-Free Workplace Policy, and must notify NYC of any criminal drug statute charge, arrest or conviction for a violation occurring in the workplace no later than five days after such charge, arrest or conviction.

**Smoking and Smokeless Tobacco:** NYC will comply with Oregon State Law and will prohibit smoking or the use of smokeless tobacco by anyone less than eighteen (18) years old. The NYC campus is a smoke free campus along with NYC offices and vehicles; members and staff who choose to smoke do so at their own risk off campus. Members and staff are prohibited from using tobacco products in the presence of anyone under 18 years of age at any time.

**Inappropriate, Illegal, or Dangerous:** It is NYC's intent to create and maintain a safe environment for everyone touched by our programs. Members and staff are expected to maintain an awareness of their environment, and immediately report any actions that are inappropriate or potentially illegal or dangerous.

- Interactions that are inappropriate or potentially illegal or dangerous may include, but are not limited to, the use of or dispensing of alcohol or illegal drugs, harassment, discrimination, abuse, inappropriate touching, sexual activity, fights, threats, displays of weapons.
- Such interactions should be reported to your supervisor regardless as to whether they involve NYC participants, members, staff, parents of program participants or members of the larger community.
- Members and staff should be aware that such incidents must be reported whether they occur on or off NYC property at worksites and regardless of whether participants, members or staff are the perpetrator, the victim, or both.

**Consumption of Alcohol:** In all activities and at all times, NYC members and staff are expected to use good judgment and conduct themselves in a way that assures the safety of themselves and their co-workers and does not cause embarrassment to the organization or members of their team. The consumption of alcohol is never a valid activity during hours of service.

No members or staff shall report to work while under the influence of alcohol. Staff and member attendance at activities or events where alcohol is served is always voluntary. The organization will always support members and staff who choose to remove themselves from such a situation.

Motor vehicle citations related to consumption of alcohol may result in the restriction of driving privileges and/or termination.

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**Overnights and After-Hours:** Members are expected to follow all Standards of Conduct and other NYC Policies while representing NYC during after-hours retreats, meetings, and spike outs. Retreat sites, meeting sites and camping sites are service sites and are off limits for alcohol consumption.

## **X. NYC Discrimination and Sexual Harassment Policy**

Our policy is to provide work and service environments free from sexual, racial, national origins, or religious harassment.

**Harassment:** NYC is committed to fair and impartial treatment of employees, job applicants, and contractors and to maintaining a discrimination and harassment free environment where people treat one another with respect.

**Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors or any verbal, physical or graphic conduct of a sexual nature constitute sexual harassment when:

- Submission is explicitly or implicitly a term or condition of employment or service;
- Submission or rejection is a basis for work or service decisions; or
- The conduct has the purpose or effect of reasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

**Non-Discrimination:** NYC does not and will not discriminate against any employee or applicant for employment because of age (within statutory limits), race, religion, color, gender, sexual orientation, national origin or ancestry, marital status, disability or any other protected status with respect to hiring, promoting, demotion, transfer, recruitment, termination, salary level or other forms of compensation or any other term or condition of employment.

**Prohibited Behavior:** NYC prohibits harassment based on protected status during employment. Prohibited harassment includes any unwelcome verbal, physical, or visual conduct based on age (within statutory limits) race, religion, color, gender, sexual orientation, national origin or ancestry, marital status, disability or any other status protected by law or policy where that conduct is:

1. made explicitly or implicitly a term or condition of employment
2. is used as a basis for employment decisions
3. has the purpose or effect of unreasonable interference with performance of job duties or of creating an intimidating, offensive or hostile work environment

**Reporting:** Any employee who believes they are the victim of discrimination or harassment in the workplace is urged to report that belief immediately to their immediate supervisor. If the employee believes or suspects that their supervisor is involved in the violation, they should report their concerns to the Executive Director.

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1. All reports of possible discrimination or harassment will be investigated promptly and in an impartial manner.
2. Complaints will be kept confidential to the maximum extent practicable, but NYC cannot promise absolute confidentiality.
3. Upon completion of the investigation, the complaining or reporting employee will be advised of NYC's findings and conclusions.

**Action:** In all cases where a finding of discrimination or harassment can be established, NYC will initiate appropriate remedial action to address the issue. Depending on the circumstances involved and the origins of the discriminatory or harassing conduct, remedial measures may include reassignment, education and awareness training, rescheduling and other action designed to eliminate the prohibited conduct from the workplace and protect the victim from future violations.

**Determination:** Where the conduct of other employees is involved, the appropriate corrective action will reflect the severity of the problem, the offending employee's overall work record and a full consideration of the circumstances surrounding the situation.

**Termination:** Disciplinary action, up to and including discharge, may be imposed on employees who engage in conduct amounting to discrimination or harassment.

**Retaliation:** Intimidation, coercion, discrimination or retaliation against an individual who makes a complaint or who testifies, assists or participates in any investigation will not be tolerated. All such acts should be reported immediately to a Program Director.

## **XI. Nondisplacement and Nonduplication Policy**

An employee may not be replaced, in whole or in part, by an AmeriCorps member. An AmeriCorps member may not perform any service or activities that would otherwise be performed by an employee as part of an employee's assigned duties. Further, the services of an AmeriCorps member may not impact the hiring of a worker or the possible promotion of an employee.

AmeriCorps members are not intended to replace services already being offered in a community (either by the grantee or a State or local government agency).

Members who are made to displace an employee or duplicate existing public services either in whole or in part may file a grievance.

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