

# MEMBER HANDBOOK

Appalachia CARES



Sponsored By:

The Clinch-Powell Resource Conservation and  
Development Council, Inc.

## **About The Member Handbook**

This handbook is intended to be a *living reference*. That is, it may change and evolve throughout the year. The Appalachia CARES program may add to the handbook, modify the handbook with new policies, AmeriCorps updates, and program developments. The purpose of this handbook is to clearly outline and define the policies and expectations, so you can begin your term of service with complete knowledge of the guidelines you have agreed to as an Appalachia CARES AmeriCorps member. Although this is designed to be a thorough reference tool, please contact the Appalachia CARES program director if you ever have a question regarding the regulations or consequences contained in this handbook.

Understand that program staff has the mission of the program and the success of each member in mind at all times. If you ever have a question or concern about any issue big or small, do not hesitate to contact the Appalachia CARES program director. We are in this together, and we will be as flexible as we can to positively address specific situations as they arise. Finding creative solutions to problems is a part of our job!

## **Host Agency / Program Overview**

The Appalachia CARES program is a grant funded AmeriCorps program. It is sponsored by the Clinch-Powell Resource Conservation and Development (RC&D) Council. The RC&D is a 501(C)(3) organization tax exempt under the IRS Code. It is a nonprofit corporation chartered by the State of Tennessee.

The Appalachia CARES program is a service-learning program that promotes ~

COMMUNITY  
ACTION  
RESPONSIBILITY  
EDUCATION  
SERVICE



### **Mission**

It is the mission of Clinch-Powell to build strong, sustainable communities by investing in people, housing, ecotourism and conservation of natural resources. We accomplish this through partnerships, direct investments, financial education and counseling, and by providing housing solutions, primarily in Tennessee.

The goal of the Appalachia CARES program is to engage youth and community members in community-based service-learning activities that address genuine community needs, provide opportunities to confront, consider alternatives, and find solutions to local community needs, and to promote active citizenship within the community.

### **History**

The Clinch-Powell RC&D Council, Inc. is a rural community development organization based on sound utilization of natural and human resources, serving Tennessee communities since 1989. Clinch-Powell RC&D operates programs in conservation, sustainable economic development, education and arts, tourism, basic human needs, and building quality communities. Clinch-Powell has sponsored the Appalachia CARES program since 1996, when it started as a school-based program. In 2004, the program expanded to include community-based placements, and has since shifted to a completely community-based program, with partnerships still intact with area schools in member's implementation of service-learning projects and community outreach efforts.

The Corporation for National and Community Service (CNCS), Clinch-Powell, and Appalachia CARES are committed to providing equal opportunity for all. We do not discriminate in any aspect of employment or service because of race, color, sex, national origin, religion, age, mental or physical disability (including HIV/AIDS), sexual orientation, gender identity or expression, political affiliation, marital or parental status, military service or any other improper criterion. This material is based upon work supported by the Corporation for National and Community Service under AmeriCorps Grant No.19ACHTN0010001. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the Corporation or the AmeriCorps program.

## **Position Description**

AmeriCorps service is focused on meeting unmet human, environmental, public safety, and educational needs. The Appalachia CARES program will continually focus on accomplishing useful and measurable outcomes of high quality. AmeriCorps is NOT a job program. It is a SERVICE program.

Position: AmeriCorps Member as Service-Learning Facilitator  
Organization: Clinch-Powell Resource Conservation & Development Council  
Program: Appalachia CARES, an AmeriCorps National Service Program  
Supervision: Overall Program is supervised by the Appalachia CARES Program Director

### **General Description**

Under the supervision of the Appalachia CARES program director and site supervisors, members will serve a selected non-profit agency and local youth and adults serving as role models for community service and facilitating service projects, which use academic skills to meet real community needs. Members will serve directly with agency staff, citizens, volunteers, and community groups in the completion of service.

### **Qualifications:** Applicants must –

- be deemed eligible to serve by the program and site based on the NSOPW, TBI, and FBI background check results\*
- have a high school diploma or equivalency (post-secondary education and/or related work are preferred) (out of school youth will be considered for youth leadership development positions)
- hold U.S. citizenship or lawful permanent residency in the United States
- be drug free and abide by the Drug Free Workplace policy
- serve in a cooperative manner with other staff members and be able to interact in a positive, professional manner with program staff, agency staff, volunteers, and community members
- exemplify core values of the AmeriCorps program and the Clinch-Powell RC&D Council--social responsibility, appreciation of diversity, development of full human potential, appropriate risk-taking, creative problem solving, flexibility, and teamwork
- be committed to service, as evidenced by previous experience through student and/or community volunteer work
- demonstrate leadership skills and ability to motivate others

*\*AmeriCorps applicants are immediately disqualified if listed on the sex offender registry or convicted of murder. Clinch-Powell policy does not allow the enrollment of any individual with a criminal conviction in the past 12 months, or who is facing charges/on probation at the time of application. Other criminal history "hits" will be handled on a case by case basis and may result in ineligibility to serve and/or a period of review before the applicant is approved.*

### **Principal Duties and Responsibilities:**

- Involves youth/community members in service-learning activities
- Prepares and makes presentations to youth and community
- Effectively communicates (written and verbal) with program staff, site staff, students, volunteers, and community groups
- Provides appropriate supervision and control of large groups of youth and volunteers
- Implements service-learning projects in conjunction with community members, youth, site staff, volunteers, and community-based organizations
- Recruits and manages community volunteers
- Researches as needed for successful design and implementation of projects
- Keeps and maintains accurate service records of activities including timecards, service updates, in-kind forms, volunteer logs, surveys, and project reports
- Completes all reports accurately and timely and prepares them in a professional manner
- Attends and actively participates in team meetings, trainings, and service activities

- Has reliable, insured transportation and the ability to travel between the service site and community
- Completes additional responsibilities as defined by the host site and communicated in writing and/or orally

### **Hours and Service Conditions**

- Service will take place primarily at the host site, but outside service activities are necessary for the implementation of service projects and/or agency-sponsored events.
- Member will serve approximately 40 hours per week (or as scheduled for less than full time).
- Some irregular hours and weekend service will be necessary with varied weekly hours to accommodate academic schedule, special events and inclement weather.
- Living Allowance payment will be based on a twice-monthly schedule.

### **Attendance / Term of Service**

- It is understood and mandatory that all members will be required to serve, at a minimum, one full year (or the contract length agreed upon in the Member Agreement, if not a full-time member), regardless of hours served. 1700 hours (900 for part-time, 450 for quarter-time, etc.) is a minimum, not a maximum.
- Members are required to stay in active service, which is defined as no fewer than half the weekly hours listed in the member agreement. Example: If the member agreement says, “The member will serve approximately 40 hours per week,” the member must serve at least 20 hours per week (or 40 hours within the pay period) to be eligible for the living allowance and other member benefits.
- Members should monitor hours, so the host agency can adjust the schedule as needed.

## **COMMITMENT TO COMPLETE TERM OF SERVICE IS REQUIRED**

## **AmeriCorps Member Activities**

### **1. Direct Service**

- AmeriCorps members may perform direct service activities that will advance the goals of the program that will result in a specific identifiable service or improvement that otherwise would not be provided, and that are included in, or consistent with, the Corporation-approved Appalachia CARES grant.
- Members' direct service activities must address local environmental, educational, public safety (including disaster preparedness and response), or other human needs.
- Direct service activities generally refer to activities that provide a direct, measurable benefit to an individual, a group, or a community.
- Examples of the types of direct service activities AmeriCorps members may perform include, but are not limited to, the following:
  - Tutoring children in reading;
  - Helping to run an after-school program;
  - Engaging in community clean-up projects;
  - Providing health information to a vulnerable population;
  - Teaching as part of a professional corps;
  - Providing relief services to a community affected by a disaster; and
  - Conducting a neighborhood watch program as part of a public safety effort.

### **2. Capacity Building**

- Capacity-building activities that AmeriCorps members perform should enhance the mission, strategy, skills, and culture, as well as systems, infrastructure, and human resources of an organization that is meeting unmet community needs. Capacity-building activities help an organization gain greater independence and sustainability.

- AmeriCorps members may perform capacity-building activities that advance the program's goals and that are included in, or consistent with, the Corporation-approved Appalachia CARES grant.
- Examples of capacity-building activities members may perform include, but are not limited to, the following:
  - a. Strengthening volunteer management and recruitment, including:
    - Enlisting, training, or coordinating volunteers;
    - Helping an organization develop an effective volunteer management system;
    - Organizing service days and other events in the community to increase citizen engagement;
    - Promoting retention of volunteers by planning recognition events or providing ongoing support and follow-up to ensure that volunteers have a high-quality experience; and
    - Assisting an organization in reaching out to individuals and communities of different backgrounds when encouraging volunteering to ensure that a breadth of experiences and expertise is represented in service activities.
  - b. Conducting outreach and securing resources in support of service activities that meet specific needs in the community;
  - c. Helping build the infrastructure of the sponsoring organization, including:
    - Conducting research, mapping community assets, or gathering other information that will strengthen the sponsoring organization's ability to meet community needs;
    - Developing new programs or services in a sponsoring organization seeking to expand;
    - Developing organizational systems to improve efficiency and effectiveness;
    - Automating organizational operations to improve efficiency and effectiveness;
    - Initiating or expanding revenue-generating operations directly in support of service activities; and
    - Supporting staff and board education.
  - d. Developing collaborative relationships with other organizations working to achieve similar goals in the community, such as:
    - Community organizations, including faith-based organizations;
    - Foundations;
    - Local government agencies;
    - Institutions of higher education; and
    - Local education agencies or organizations.

### **3. Fundraising**

- AmeriCorps members may raise resources directly in support of service activities.
- Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
  - Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
  - Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
  - Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
  - Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
  - Seeking donations from alumni of the program for specific service projects being performed by current members.
- AmeriCorps members may not:
  - Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
  - Write a grant application to the Corporation or to any other Federal agency.

- An AmeriCorps member may spend no more than ten percent (10%) of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described above.

#### 4. Member Training & Education

- No more than twenty percent (20%) of all AmeriCorps member service hours may be spent in education and training activities.
- Capacity-building activities and direct service activities do not count towards the 20 percent cap on education and training activities.

## AmeriCorps Member Responsibilities

### Recording Service Hours / Timesheets

Members are required to submit the provided Appalachia CARES timesheets to the program office on a twice-monthly schedule. Submission instructions will be provided to the member.

- The AmeriCorps member will be designated a site supervisor to direct and verify the daily activities of the member and to review timesheets. Only the *approved site supervisor* may approve timesheets.
- Timesheets dated from the 1<sup>st</sup>-15<sup>th</sup> of the month will be due no later than the 20<sup>th</sup>. Timesheets dated the 16<sup>th</sup>- the last day of the month will be due no later than the 5<sup>th</sup> of the following month. Timesheets may not be verified and submitted prior to the member's last service day in the pay period.
- Timely submission and accurate timesheets are required in order to receive living allowances and successfully complete the program. The program may place the member's living allowance on hold if the member is two or more weeks behind on timesheet submission.
- Holidays and Personal / Sick Leave:
  - Members will, in general (some exceptions apply), receive the same holidays as the host agency in which they serve.
  - Full-time members will, in addition to holidays, be allowed ten (10) days of personal/ sick leave with **prior approval**.
  - Part-time members (900 hours) will, in addition to holidays, be allowed five (5) days of personal/sick leave with **prior approval**, but they should plan appointments and personal errands on days they are NOT scheduled to serve.
  - Members serving fewer than 900 hours will have limited room for days off, and the program will address personal/sick leave requests from these members on a case-by-case basis.
  - Members should request leave according to the following procedures:
    - Sick Leave: Members must notify their site supervisor and the program director prior to missing service due to illness. In the event of a member having to leave the site due to illness, the site supervisor should give approval and the member should notify the program director immediately.
    - Personal Leave: Members must request personal leave in advance using a Leave Request Form. After site supervisor approval has been granted, the member must request and receive approval from the program director.
  - The amount of allowable days listed are program guidelines, and they are not automatically approved days off. Approval will be impacted by service hours to date, the number of approved days off to date, attendance history and service performance. Leave requests above and beyond the program guidelines will be addressed on a case-by-case basis.
  - Members will **NOT** be given permission for leave if they are behind on hours, paperwork submission or have other outstanding responsibilities to the program.
  - Service hours are **NOT** given for holidays or personal/sick days.

- Inclement Weather / Altered Schedules

- In the event of site closures due to weather conditions or other unforeseen emergencies, members are **REQUIRED** to contact the program if they cannot serve as planned or must alter their service schedule.
- With site AND program approval, members may be excused from service if conditions do not permit safe travel and/or a safe service environment.
- If members experience prolonged site closures, they may be required to submit a make-up plan to be approved by the service site and program.
- Approval of "at home" service hours is *very limited*. However, with prior approval, special circumstances with limited time requests will be considered.
- NOTE: Pre-approval is **REQUIRED** by the program, but the altered schedule and service site must also be approved by the site supervisor.

## **Performance Measures and Project Reports**

Members will be required to meet performance measures based on the current program and grant year. Performance measure requirements will be explained during member training and orientation, and project report templates will be issued to the member and the site supervisor. Meeting the required performance measure (project / education implementation, target participants, required survey outcome) and submitting all required forms (participant logs, volunteer logs, surveys, data collection form, and supplemental materials) to Appalachia CARES by the deadline is **REQUIRED** to complete the term of service successfully.

## **In-Kind Forms & Quarterly Reports**

In-kind contribution forms will be required on a quarterly basis to report goods, materials, agency staff time, and other specialized skill which has been donated to the Appalachia CARES program in support of the member's service activities. On-site direct service data will also be due quarterly using provided templates. Requirements will be explained during training and orientation, and in-kind templates will be issued to the member with deadlines on a quarterly basis.

## **AmeriCorps Member Benefits**

The member will receive from the program the following benefits:

### **Living Allowance**

A living allowance in the following amount based on contract length:

- Full time (1,700 hours): **\$13,992**
- Half time (900 hours): **\$6,996**
- Quarter time (450 hours): **\$3,496**
- Minimum time (300 hours): **\$2,331**

The living allowance is taxable, and taxes will be deducted directly from the living allowance. The living allowance will be distributed twice per month via direct deposit on the 15<sup>th</sup> and last day of the month (distributed evenly over the length of the agreement). Time sheet submission is required in order to verify service hours and issue living allowance as covered in the time sheet section.

### **Health Benefits**

1. Health benefits will be made available for uninsured, full-time (1700 hour) / 12 month contract members.

Health benefit plans provide minimum essential coverage and meet the requirements of the Affordable Care Act. Health benefits are available for the member only; family coverage is not offered. **Humana Bronze Plan** coverage will include the following benefits:

- Network: TN CR HUMANA PPO EHDHP 18 DED/COINS OV, IP, OP
- Coinsurance % (in/out): 20/50
- Deductible Single (in/out): 5500/16500

- Out of Pocket (in/out): 6550/19650
  - Office Copay, PCP/Specialist: N/A
  - Pharmacy: Deductible and Coinsurance apply
2. Department of Health and Human Services / Federal Health Insurance Marketplace: Post Service  
At the conclusion of service, you will be able to purchase a qualified health plan from the federal healthcare marketplace outside of the annual open enrollment period. You have 60 days from the service end date to sign-up for healthcare coverage.

### **AmeriCorps Child Care Benefits Program**

The AmeriCorps Child Care Benefit Program is available for qualified, active, full-time AmeriCorps State and National Members who need the benefit to serve; eligibility requirements are listed below. 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)).

- 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 childcare 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.
- 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 childcare 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, or is acting in loco parentis for, a child under 13 who resides with the member.
  - The member must certify that he or she needs childcare in order to participate in the AmeriCorps State and National program.

### **Student Loan Forbearance**

Loan forbearance for qualified education loans is available. Members should check with the loan company in advance to find out if loans qualify. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

### **Education Award:**

Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust. For successful completion of his or her term, the member will receive an education award in the amount of:

- **\$6,095.00** for a full time term
- **\$3,047.50** for a half time term
- **\$1,612.43** for a quarter time term
- **\$1,289.95** for a minimum time term

For third and fourth term members, the National Service Trust will calculate the pro-rated education award, if any.

### **Workers Compensation**

AmeriCorps members are not eligible, nor considered covered by Tennessee Workers Compensation laws. However, members will be covered under an Occupational Compensation through Wells Fargo.



## **Unemployment Benefits**

Members are not considered employees and therefore are NOT eligible to receive unemployment benefits.

## **Food Stamp Eligibility – AmeriCorps State and National Members**

As stated in the National and Community Service Act of 1990, AmeriCorps allowances, earnings and payments shall not be considered income for the purposes of determining eligibility for any Federal or federally-assisted program based on need. Based on this determination, the USDA states that AmeriCorps State and National benefits are excluded from income for food stamp purposes for individuals who already have food stamps, or who apply after enrolling in AmeriCorps. Further documentation will be provided by the program upon request.

## **Life Insurance Benefits**

No life insurance benefits are provided for AmeriCorps members.

## **Mileage**

No mileage will be reimbursed by the Appalachia CARES program.

## **Member Service Gear**

AmeriCorps gear will be provided for each participant. The gear will include: one t-shirt and one button. Program name badges may be provided.

## **\*\*ALL BENEFITS are contingent on Successful Completion of Service\*\***

"Successful Completion of Service" is defined as the following:

- \* Member completes at least the minimum required service hours and serves through term end date.
- \* Member completes the required service-learning projects to meet performance measures.
- \* Member completes all required program paperwork.
- \* Member completes all program responsibilities.
- \* Member completes all host agency responsibilities.

\*If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member's education assessment.

\*The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.

## **NOTE:**

Orientation and training will be provided within the first thirty days of service. The member is officially enrolled on the start date listed in the Agreement of Participation; however, successful completion of the first thirty days of service is required in order to continue with the program. Failure to successfully complete and attend orientation and training may require the member to forfeit or reimburse program costs and living allowance and member will be required to return all program materials. The participant understands that a position is not "official" until he/she has been given a satisfactory or above performance review for the orientation and training process by the Appalachia CARES program and the service site. Prior to this, the member understands that he/she is not eligible for the AmeriCorps living allowance or compensation from the host agency.

## **Rules of Conduct / Prohibited Activities**

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, members may not engage in the following activities:

1. Engage in any activity that is illegal under local, state or federal law.
2. Engage in activities that pose a significant safety risk to others.
3. Engage in any AmeriCorps prohibited activities that include:
  - any activity involving attempting to influence legislation or an election or aid a partisan political organization;
  - engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  - assisting, promoting, or deterring union organizing;
  - conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
  - providing abortion services or referrals for receipt of such services;
  - 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;
  - organizing or engaging in protests, petitions, boycotts, or strikes;
  - impairing existing contracts for services or collective bargaining agreements;
  - participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
  - providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a not-for-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative, and an organization engaged in the religious activities described above, unless Corporation assistance is not used to support those religious activities.
  - Such other activities as the Corporation may prohibit.

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

The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:

- Demonstrate mutual respect towards others.
- Follow directions.
- Direct concerns, problems, and suggestions to the program director.

The member understands that the following acts also constitute a violation of the program's rules of conduct:

- Use of personal cell phone, texting, and/or social networking sites while accruing service hours.\*
- Site visitation by friends, family members, etc.
- Unauthorized tardiness.
- Unauthorized absences.
- Repeated use of inappropriate language (i.e. profanity) at a service site.
- Failure to wear appropriate clothing to service assignments.\*\*

- Stealing or lying.
- Engaging in any activity that may physically or emotionally damage other members of the program or people in the community.
- Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service.
- Consuming alcoholic beverages or using tobacco products (including, but not limited to, e-cigarettes) during the performance of service activities.
- Being under the influence of alcohol or any illegal drugs during the performance of service activities.
- Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.

\*Members whose responsibilities include use of agency social networking sites for marketing and promotion of agency activities MAY NOT access personal accounts while recording service hours.

\*\*In general, “appropriate clothing” is defined by the service site’s standards and the type of activities the member is completing. However, under NO circumstances should members wear hard worn or torn clothing, pajamas, sweat pants, yoga pants, leggings, revealing or suggestive clothing or inappropriate/offensive slogans or imagery.

### **Drug Free Workplace Policy**

AmeriCorps, the Clinch-Powell RC&D, the Appalachia CARES program, and the host agencies are drug-free workplaces. The unlawful manufacture, distribution, dispensing, possession, or the use of a controlled substance is prohibited in the workplace and the appropriate action will be taken for violations of such prohibition. The program policy is, “at no time may the member possess or use any and all forms of addictive or hallucinatory drugs, including but not limited to amphetamines, barbiturates, cocaine, marijuana, etc.”

Under the Drug-Free Workplace Act, you must immediately notify the program director if you are convicted under any criminal drug statute. Your participation in the program is conditioned upon compliance with this notice requirement and we will take action for violation of this.

### **Smoking / Tobacco Policy**

As a part of the Appalachia CARES program’s commitment to the promotion of good health and the prevention of disease, service Members are prohibited from using tobacco products, E-cigarettes, and other vapor smoking devices while accruing service hours; while wearing AmeriCorps insignia; or, while representing Appalachia CARES, AmeriCorps, Clinch-Powell RC&D Council, Inc. or the service site in official capacity. There will be no smoking by anyone in any facility or vehicle where Appalachia CARES business is being conducted. Smoking will not be allowed at any time in the presence of youth.

### **Sexual Harassment Policy**

No form of sexual harassment will be tolerated. Sexual harassment is defined as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission to conduct is made either explicitly a term or condition of an individual’s participation.
2. Submission to or rejection of such conduct by an individual is used as the basis for participation decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

A participant who believes that he/she has been a victim of sexual harassment is required to follow the same procedures as outlined in the Grievance Procedures. Any participant who sexually harasses another participant will be disciplined according to the severity of the offense.

### **Affiliation with the AmeriCorps National Service Program**

1. Identification as an AmeriCorps Program or Member

- The host agency shall identify the member as an Appalachia CARES AmeriCorps member, not agency staff. Members are provided as a resource. A site sign will be provided; it should be displayed in a visible location upon agency entrance.
- Appalachia CARES AmeriCorps members must identify their title and role within the agency as an Appalachia CARES AmeriCorps member and position in email signatures, stationary, public speaking, etc. Members may be assigned a sub-title by the host agency, but the “Appalachia CARES AmeriCorps Member” identification must be first and primary.

## 2. The AmeriCorps Name and Logo

- AmeriCorps is a registered service mark of CNCS. The Appalachia CARES AmeriCorps program will provide a camera-ready logo. All host agency websites should clearly state that they are an Appalachia CARES AmeriCorps host agency and shall prominently display the AmeriCorps logo. AmeriCorps members are required to use the logo on public materials such as stationery, brochures, on-line postings or other materials, curriculum materials, signs, banners, press releases and publications related to their AmeriCorps service in accordance with CNCS requirements.
- The host agency and members may not alter the AmeriCorps logo and must obtain written permission from the Appalachia CARES AmeriCorps program and CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials.\* The host agency and members may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or AmeriCorps provisions.

\*High-resolution logo for printing purposes is available upon request and program approval of the intended use.

### **Affiliation with the Appalachia CARES AmeriCorps Program**

AmeriCorps members are required to wear, at minimum, the AmeriCorps button while they are accruing AmeriCorps service hours. Appalachia CARES AmeriCorps members must be identified in ALL written and oral host agency material and information. This includes, but is not limited to, email signatures, websites, newsletters, stationary, voicemails, and presentations.

PLEASE NOTE: **Appalachia CARES** must be included in the primary title. Members are noncompliant if AmeriCorps is used alone. The correct title is Appalachia CARES AmeriCorps member.

### **Personal Information Change**

Due to the program’s need to maintain accurate records, members are required to notify the program director within 24 hours of any change in the following: home address, telephone number, email address, legal name, marital status, number of dependents, emergency contacts, or arrest records. Members anticipating a name change during the term of service should communicate this to the program at the time of enrollment, as there are strict guidelines for information change in the online enrollment system.

### **Performance Evaluation**

Full-time (1700 hour) and half-time (900 hour) members will have a mid-term and end-of-term performance evaluation conducted by the agency site supervisor and the Appalachia CARES / AmeriCorps program director. If a member receives less than satisfactory reviews, a service improvement plan will be implemented, and the member will be given 30 days to display and document improvement toward the goals outlined in the improvement plan. Members serving in less than half-time (900 hour) positions will have an end-of-term performance review only.

## **Discipline Procedures**

In general, for violating the above stated rules, the program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance):

1. For the member’s first offense, an appropriate program official will issue a verbal warning to the member.

2. For the member's second offense, an appropriate program official will issue a written warning and reprimand the member.
3. For the member's third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
4. For the fourth offense, the program may release the member for cause.

The member understands that he/she will be either suspended or released for cause for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

### **Release from Term of Service**

The member may be released by the Program from the term of service in the following two ways:

1. Suspension, as described below.
2. Termination.

The member understands that he/she may be released for the following two reasons:

1. For cause, as explained below
2. For compelling personal circumstances as defined below

The program will release the member for cause for the following reasons:

1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
3. The member has committed a fourth offense in accordance with the discipline procedure;
4. The member has committed any of the offenses listed; or
5. Any other serious breach that in the judgment of the program director would undermine the effectiveness of the program.

The Program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:

1. The member has a disability or serious illness that makes completing the term impossible;
2. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member;
3. The member has Military service obligations;
4. The member has accepted an opportunity to make the transition from welfare to work; or
5. Some other unforeseeable circumstance beyond the member's control makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or the program.

Compelling personal circumstances do not include leaving the Program:

1. To enroll in school;
2. To obtain employment, other than in moving from welfare to work; or
3. Because of dissatisfaction with the program.

### **Suspension**

The Program may suspend the member's term of service for the following reasons:

1. During the term the member requests a suspension based on compelling personal circumstances. During the suspension from service, the member will not receive credit for service hours or benefits. The member may resume his or her term of service once the circumstances supporting the suspension have been resolved. However, a suspension may last no more than two years from the date of suspension. If the member does not resume the term within the two year period, the member may request that the program exit the member and the member will be eligible for a partial education award based on the number of hours served in the term.
2. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
3. During the term of service the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates enrollment in an approved drug rehabilitation program, the member may resume the term of service. The member will not receive back living allowances or credit for any service hours missed.)

The Program may suspend the member's term of service for violating the rule of conduct provisions set forth in this handbook.

If the program releases the member for cause or for compelling personal circumstance, the member will cease to receive benefits.

If the program releases the member for cause the member will receive no portion of the education award. If, however, the program releases the member for compelling personal circumstances, the member will receive a prorated education award, provided the member has completed at least 15 percent of the hours needed to complete the term of service.

A term that ends early, either for cause, or for compelling personal circumstances, is still considered a term and the education award that the member receives, or would have been eligible to receive, will count towards the total of two education awards an individual may receive through service with AmeriCorps.

## **Grievance Procedures**

The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation, or proposed service assignment. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure. Attempts will be made at every administrative level in the agency necessary to resolve causes of dissatisfaction related to participation or service delivery. The order of appeal will proceed through established channels.

### **The Appalachia CARES / AmeriCorps members will use the following order of appeal:**

Step 1 of the grievance process should be the filing of a written grievance by the affected party seeking personal relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues, such as assignments, evaluations, suspension, or release of cause. Should the affected party decide to file a grievance, the following options are available for settling a grievance:

Option 1: Resolution through Immediate Supervisor (Program Director). Prior to initiating the formal written grievance procedure, the aggrieved member should refer the complaint to his/her immediate supervisor who will attempt to resolve the complaint by mediation.

Option 2: Optional Alternative Dispute Resolution (ADR). As a first option, a member may choose to have the operating site designate a neutral party to resolve the complaint. Please read the ADR section regarding specific guidance and time limits for ADR process.

Option 3: Grievance Hearing. A member may choose a grievance hearing to resolve the complaint. A written request for such a hearing must be made in writing to the Program Director. Please read the Grievance Hearing section regarding specific guidance and time limits for the grievance hearing and the grievance hearing decision.

Option 4: Binding Arbitration. Bind Arbitration is available to the affected party only if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the initial grievance. Please read the Binding Arbitration section regarding specific guidance and time limits for arbitration proceedings.

### **Optional Alternative Dispute Resolution (ADR)**

ADR 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 Clinch-Powell RC&D Council will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in 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 for 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.

### **Grievance Hearing**

A member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the program director, Trenna Brown. Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year 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 executive director / Coordinator of the Clinch-Powell RC& D Council will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. 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.

### **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 both parties. If the parties cannot agree on an arbitrator, the Corporation for National and Community Service's Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators within 15 business days after receiving a request from either party.

An arbitration proceeding must 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 executive director/Coordinator of the Clinch-Powell RC&D Council. 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 attorney's fees.

## **Member Service Checklist**

Members will be assured of successful performance and a rewarding term of service by agreeing to follow these directives:

- Be punctual – report to the site on time.
- Be presentable – report to the site with proper service attire.
- Be safe – keep yourself and others safe at the site.
- Be organized – keep your records, tools, and equipment in good order.
- Be attentive – listen to directions carefully, and do not be afraid to ask questions
- Be patient – understand the supervisor's need to be concerned with all members, not just one.
- Be a team player – work with others to accomplish an objective.
- Use initiative – when you see something that needs to be done, do it.
- Be thorough – do your share of the service even though others might not be doing theirs. Learn to work as an individual and a team player.
- Be helpful – promote camaraderie within the group.
- Keep supervisor informed – communication is KEY!
- Complete tasks – see projects through to an identified completion point.
- Grow – utilize performance measures to improve service.
- Be proud – agencies and community members are watching your service ethic and attitude.

## **Safety and Emergency Plans**

Members are expected to conduct themselves and their service with safety foremost in their minds at all times. Members should immediately report any injury from an accident that arises out of, or occurs while in the course of, participation to the program director.

The following procedure should be followed:

1. The program director should be immediately informed of the accident and should report to the scene if needed.
2. The injured person should complete an accident report which should be taken to the program director as soon as possible.
3. Take whatever steps necessary to ensure the safety and health of the member(s) – apply first aid, CPR, 911, take to hospital.

Members should become familiar with the emergency plans at the host agency and follow those plans to the letter.

Members must ensure they and the service recipient work with the following safety precautions.

- assignment during daylight hours and enhanced security for carefully planned activities during evening hours.
- service activities which are appropriate for the members and volunteers age and abilities
- safe passage, safe areas, and escorts, if necessary, to and from the service site
- assignment of members in pairs or groups
- close monitoring of member activities by immediate supervisors and project coordinators.

## **Provisions and Notices for the Service Site and Member**

### **NON-DUPLICATION AND NON-DISPLACEMENT**

#### **A. Non-Duplication**

Corporation assistance (AmeriCorps member position) may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (B) of this section are met,



Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

#### **B. Non-Displacement**

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

#### **INFORMED CONSENT**

The member understands the program maintains the confidentiality of information regarding individual members. The member gives the program consent to utilize their names, photographs, and other identifying information for publicity, promotional, or other purposes. The program may release aggregate and other non-identifying information, and are required to release member information to the Corporation and its designated contractors. The program permits a member who submits a written request for access to review records that pertain to the member and were created pursuant to the AmeriCorps grant.

#### **REASONABLE ACCOMMODATION**

Team Tennessee AmeriCorps is committed to providing reasonable accommodations to ensure that all members are provided full access to the programs with which they serve. Members with disabilities, who require accommodations or whose medical condition may affect their service, are encouraged to identify these needs by completing the disability disclosure form (available on our website) and returning it to the program director.

#### **PUBLIC NOTICE OF NON-DISCRIMINATION**

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

The Clinch-Powell Resource Conservation and Development Council  
P.O. Box 379  
Rutledge, TN 37861  
Telephone: (865) 828-5927 Fax: (865) 828-5212  
Email: [lindy@clinchpowell.org](mailto:lindy@clinchpowell.org)

Or

Office of Civil Rights and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, DC 20525  
Telephone: 1-800-833-3722  
Fax: (202) 565-3465  
Email: [eo@cns.gov](mailto:eo@cns.gov)