



Member Manual

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National Center for Appropriate Technology

Energy Corps AmeriCorps Program

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www.cncs.gov

AmeriCorps
www.americorps.org

Welcome,

On behalf of the Energy Corps, I would like to welcome and thank you for your participation in our AmeriCorps Program. The Energy Corps AmeriCorps Program is sponsored by the National Center for Appropriate Technology (NCAT) and the Corporation for National and Community Service (CNCS).

AmeriCorps is the largest branch of three national service programs that make up the Corporation for National and Community Service. AmeriCorps provides members with the opportunity to make a very significant difference in their lives and the lives of others. It's a chance for members to apply their skills and ideals to help others who are in need in their communities.

The Energy Corps was created to address unmet community energy needs by promoting sustainable energy consumption and education, fostering community sustainability and helping to mitigate the effects of global climate change. Serving as an Energy Corps member provides a unique opportunity to help others while gaining new skills and experiences. The Energy Corps provides hands-on training and skills development to help design a green-collar workforce capable of meeting the needs of the future.

Thank you for participating in the Energy Corps AmeriCorps program and for your support of National Service!

Please don't hesitate to contact me with any questions or ideas you may have.

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Energy Corps

AmeriCorps Member Manual

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Member Contract

It is the policy of NCAT to recruit, promote, and retain employees without regard to race, sex, creed, color, national origin, age, religion, veterans or marital status, disability, sexual orientation, or political affiliation. This policy applies to all terms, conditions, and privileges of employment and all policies of NCAT, including hiring, probationary period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, employee facilities, termination and retirement.

PROGRAM OVERVIEW

NATIONAL CENTER FOR APPROPRIATE TECHNOLOGY (NCAT)

The Energy Corps AmeriCorps Program is operated by the National Center for Appropriate Technology (NCAT). NCAT aims to improve the lives of economically disadvantaged people by helping individuals and communities adopt technologies that save energy and resources. Since 1976, NCAT has provided training, publications, Web sites, personalized technical assistance and telephone help lines to address issues ranging from housing and economics to environmental quality. Weatherizing houses, training farmers, monitoring energy use, demonstrating renewable energy technology, testing new products and providing information on building construction are just a few of the many ways that NCAT has contributed to fostering a healthy quality of life for everyone. In addition, NCAT is one of America's oldest energy conservation and renewable energy organizations. We've been working on energy issues with low-income advocacy groups for over 30 years.

NCAT Mission

“Helping people by championing small-scale, local and sustainable solutions that reduce poverty, promote healthy communities, and protect natural resources.”

AMERICORPS

AmeriCorps is the largest branch of three national service programs that make up the Corporation for National and Community Service. AmeriCorps provides members with the opportunity to make a very significant difference in their lives and the lives of others. It's a chance for members to apply their skills and ideals to help others who are in need in their communities.

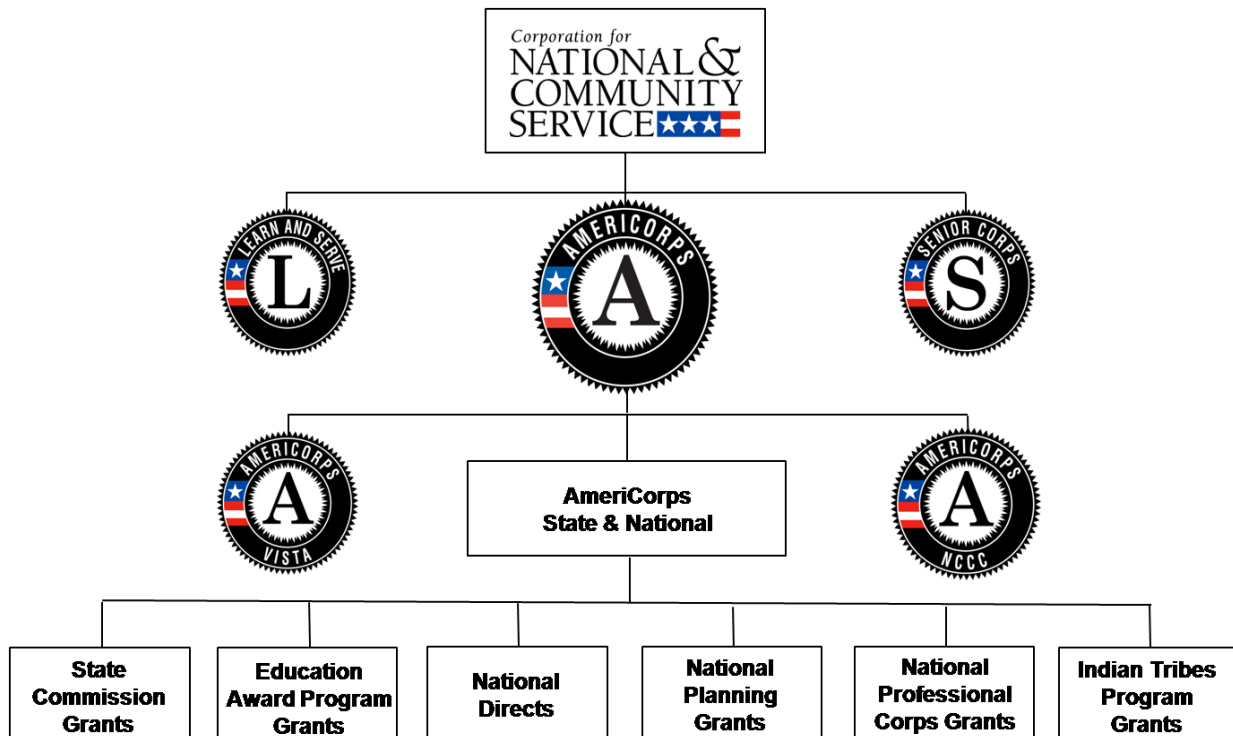
Each year, AmeriCorps offers 75,000 opportunities for adults of all ages and backgrounds to serve through a network of partnerships with local and national nonprofit groups. Whether member service makes a community safer, gives a child a second chance, or helps protect the environment, they'll be getting things done through AmeriCorps!

AmeriCorps members address important community needs through service activities such as:

- Tutoring and mentoring disadvantaged youth
- Fighting illiteracy
- Improving health services
- Building affordable housing
- Teaching computer skills
- Cleaning parks and streams
- Managing or operating after-school programs
- Helping communities respond to disasters
- Promoting conservation and environmental issues
- Building organizational capacity

AMERICORPS STRUCTURE

AmeriCorps is made up of three programs: AmeriCorps State and National, AmeriCorps VISTA, and AmeriCorps NCCC (National Civilian Community Corps).



AmeriCorps State and National supports a broad range of local service programs that engage thousands of Americans in intensive service to meet critical community needs.

AmeriCorps VISTA provides full-time members to community organizations and public agencies to create and expand programs that build capacity and ultimately bring low-income individuals and communities out of poverty.

The AmeriCorps National Civilian Community Corps (NCCC) is a full-time residential program for men and women, ages 18-24, that strengthens communities while developing leaders through direct, team-based national and community service.

AMERICORPS MISSION

AmeriCorps programs nationwide share these fundamental values.

Getting Things Done

Above all, AmeriCorps helps communities meet their education, public safety, human or environmental needs through service. Every AmeriCorps program becomes a powerful model for communities to apply in all of their problem-solving.

Strengthening Communities

While we rightly celebrate the ways we differ, we also need to remember the values we share. AmeriCorps unites individuals from all different backgrounds and institutions of all different kinds in the common effort to improve our communities.

Encouraging Responsibility

AmeriCorps encourages members to explore and exercise their responsibilities to their communities, their families, and themselves in their service experience and throughout their lives.

Expanding Opportunity

AmeriCorps helps those who help America. AmeriCorps members receive awards to further their education or pay back their student loans as well as invaluable job experience, specialized training, and life skills.

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 will get things done.

ENERGY CORPS

The Energy Corps AmeriCorps program is an initiative of the National Center for Appropriate Technology (NCAT) in cooperation with The Corporation for National and Community Service that was created to address unmet community energy needs by promoting sustainable energy consumption and education, fostering community sustainability and helping to mitigate the effects of global climate change.

OBJECTIVES

The Energy Corps has four project goals:

Hands-on Energy Assistance

To achieve direct cost savings for residents and communities as well as greenhouse gas emissions reductions, Energy Corps members work in communities with project partners such as weatherization agencies, non-profit organizations, local governments, and low-income housing groups to provide hands-on energy efficiency and alternative energy assistance. These activities may include things such as installing energy conservation and weatherization measures, helping to design, install and maintain a variety of sustainable energy systems, and implementing green practices, among other activities.

Energy Education and Outreach

Through various community outreach workshops, meetings and events, the Energy Corps works to educate individuals and community groups about saving energy and money in their homes. Several energy savings strategies are available and can be easily implemented at little or no cost by individual residents armed with the correct knowledge and information. Members also communicate the effects of climate change in communities and provide solutions for mitigating damaging impacts. The overarching goal of education and outreach activities is to inform and encourage individuals, families and small businesses to take proactive measures to address energy consumption and reduce their carbon footprints.

Community Energy Planning and Organizing

In order to retain sustainability, momentum and action in the communities in which they are placed, Energy Corps members work to form energy action networks and organize communities to develop sustainable strategic energy plans. These activities may include things such as developing community energy task forces, identifying the role of renewable energy opportunities within a community, launching energy efficiency or renewable energy initiatives within a community and identifying community energy needs and support networks, among other activities.

GREEN COLLAR JOBS TRAINING

Green-collar jobs are well paid, career track jobs that contribute directly to preserving or enhancing environmental quality. Green-collar jobs tend to be local because many involve work transforming and upgrading the immediate built and natural environment—work such as retrofitting buildings, installing solar panels, constructing transit lines, and landscaping. Green-collar jobs help to build local sustainable economies, where environmental goals go hand in hand with social and economic goals. The Energy Corps program provides technical training and hands-on skills development to prepare members for a future in the emerging green economy.

ORIENTATION AND ENROLLMENT

MEMBER REQUIRED DOCUMENTS

Members are required to provide Energy Corps program staff with the following items during the enrollment process:

- Member eligibility verification form
- Background check release form
- Proof of age (drivers license, birth certificate, etc)
- Member contract
- Documentation of citizenship/naturalization/resident (Birth Certificate, Passport, etc)
- High school diploma or equivalency
- Member enrollment form

MEMBER CONTRACT

The Member Contract outlines the member's responsibilities as a participant in the Energy Corps AmeriCorps program. By signing this contract, the member agrees to abide by the regulations set forth by the Corporation for National and Community Service and the National Center for Appropriate Technology. Signature of this document signifies the member's commitment to complete their required number of service hours.

The Member Contract also details the start and end date for the AmeriCorps member. It is crucial that an accurate end date is determined so that the member will be eligible to receive the full living allowance. Members that end their service prior to the original end date recorded in the Member Contract are considered as no longer "participating" in the AmeriCorps Program and forfeit any remaining stipends. Members are not permitted to receive any lump sum payments for completing their service ahead of schedule.

POSITION DESCRIPTION

Member Contracts contain individualized position descriptions that summarize duties, responsibilities and service specifications for each position. Position descriptions contain the following items:

- Name and location of host site
- Position title
- Host site supervisor

- Term of service
- Service schedule
- Position summary
- Specific position responsibilities
- Minimum requirements
- Benefits

LENGTH OF SERVICE

Members of the Energy Corps are required to complete service within the period specified in the Member Contract.

PRE-SERVICE ORIENTATION AND TRAINING

All members must attend pre-service member orientation and training before they begin service and prior to accumulating any AmeriCorps hours at a host site.

ON-SITE TRAINING

Site supervisors must provide Energy Corps members similar training as that which is provided to other regular staff at the organization. Basic operating procedures and orientation is necessary to best acclimate the member to the site.

Members are permitted to use up to 20% of their total hourly commitment toward training. This includes on-site training, monthly professional development sessions, out-of-town AmeriCorps conference attendance, or conference attendance related to the host site. A member can participate in more training than 20% of their commitment, but is not permitted to count those hours toward hourly accrual of their total commitment.

MEMBER REQUIREMENTS

MEMBER TIMESHEETS

Members must submit timesheets semi-monthly through the America Learns website. Timesheets must be received in the NCAT office by 11:00 MTN Time on the deadline date. Timesheets must be signed electronically by both the member and approving supervisor.

Training hours for monthly professional development sessions and out-of-town conferences, as well as national days of service sponsored by NCAT or host site organizations, must be included on the timesheet. AmeriCorps program staff will review and check each timesheet and will confirm the hours recorded for professional development/training sessions. In addition, summaries of each member's accrued hours will be sent to both the member and the site supervisor. Hours on the timesheets must be designated as direct service, member development or fundraising. Members must also describe the activities performed on their timesheets.

Energy Corps members may receive service hours for time spent performing community service activities unrelated to the objectives of the Energy Corps program. Examples could include volunteering at a food bank on a weekend or tutoring children outside of the member's host site assignment.

Documentation of community service must be provided with a separate verification of non-program related hours. For example, if a member serves 8 hours on a Saturday at the local food bank, then someone from the food bank must verify these hours by signing the Volunteer Service Form. This form must be attached to the member's timesheet and approved by the member's supervisor.

NATIONAL DAYS OF SERVICE

Members are required to participate in at least one national day of service. These include Martin Luther King, Jr. Day, Global Youth Service Day, and September 11th National Day of Service and Remembrance. Please make note below of the dates on which these fall as well as the corresponding websites for project ideas:

Martin Luther King, Jr. Day: January 21, 2013 (<http://mlkday.gov>)

Global Youth Service Day: April 26-28, 2013 (<http://www.gysd.org/>)

September 11th National Day of Service and Remembrance: September 11, 2013 (<http://serve.gov/sept11.asp>)

RECRUITMENT

As part of the AmeriCorps service requirement, all members are required to recruit non-AmeriCorps volunteers and record recruitment efforts. Non-AmeriCorps volunteers can be recruited or directly supervised by AmeriCorps members. There is space on the monthly progress report form to record the volunteer category (i.e. youth, college student, baby boomer, or seniors), description of recruitment activities, and the number of volunteers recruited. Volunteer recruitment is not limited to seeking volunteers to serve at the host site the AmeriCorps member is serving. Members may also recruit other volunteers for other service events and National Days of Service.

REPORTING AND REFLECTION LOGS

Energy Corps members are required to submit a semi-monthly log through the web-based America Learns portal; the report should detail members progress towards meeting program performance measures, program strengths and challenges, and note unique program/member achievements.

EVALUATIONS

Both members and site supervisors must complete a mid-term and final evaluation during the term of service. Site supervisors are required to go over the evaluations with members and receive their signatures before submitting it to NCAT. The deadlines for submitting evaluations are included on the Program Calendar in the appendix.

MEMBER VOTING

All eligible members are encouraged to register and vote during their term of service. However, members cannot be required to register or to vote, as exercising this individual right is a personal decision. Members who are unable to vote before or after service hours should be allowed to do so during their service hours without incurring any penalties. An appropriate length of absence needed to vote should be discussed between the Host Site and the AmeriCorps Program Director and communicated to the Member.

Remember: AmeriCorps Members may not participate in voter registration drives as a part of their service activities.

JURY DUTY

Serving on a jury is an important responsibility of citizenship. Members should be encouraged to serve jury duty and must not be penalized for doing so. During the time AmeriCorps members serve as jurors, they will continue to receive credit for their normal service hours. Also, they may keep any reimbursements for incidental expenses received from the court.

AMERICORPS GEAR

All Energy Corps members are encouraged to wear AmeriCorps service gear while serving and accruing hours. This includes t-shirts, sweatshirts, hats, pins, buttons, name badges, and stickers with the official AmeriCorps logo. Gear will be provided at the beginning of service.

It is acceptable to wear AmeriCorps gear when the member is not serving; however, the member must remember that he/she is representing AmeriCorps. Therefore, AmeriCorps gear must not be worn while participating in any prohibited activities as outlined in the member code of conduct.

EXIT PROCEDURE AND EXIT INTERVIEW

Once a member has completed the required number of hours to complete their service, and final evaluations have been completed, the member will perform an exit interview with program staff to review the year and provide feedback about the program. During the exit interview, final education award and interest accrual paperwork will be completed.

Once members have exited the program they should register online for the My AmeriCorps portal. This service will give access to education award information as well as all necessary documents regarding education awards. The site also allows members to request payments to educational institutions, review education award balances, request for interest payments on loans and much more. This serves as a more efficient way of maintaining education awards. The portal can be accessed at: <http://my.americorps.gov>.

For more information regarding the award contact the National Service Trust at:

Toll Free 1-888-507-5962

Email: edawardvoucher@cns.gov

MEMBER BENEFITS

LIVING ALLOWANCE

Members will receive a semi-monthly living allowance. The living allowance is not a wage. It is taxed FICA, Federal and State income. It must not be paid on an hourly basis or be tied to hours served in any way.

The living allowance is distributed in regular increments and will not fluctuate based on the number of hours served. Members may not receive a lump sum payment if completing the originally agreed-upon term of service in a shorter period of time. The monthly stipend must cease when a member concludes their term of service.

EDUCATION AWARD

Upon successful completion of the agreed-upon term of service, members will be eligible to receive an education award that may be used to pay education costs at qualified institutions of higher education or training, or to repay qualified student loans.

If members already have student loans, this award can be used towards qualified loans. While members are enrolled in the program, they may be eligible for deferment or forbearance on student loans. If members are eligible, AmeriCorps will pay for the interest that is accrued on student loans for members who complete their service.

HEALTH INSURANCE

Full-time and half-time members who do not have adequate health care coverage at the time of enrollment or who lose coverage due to participation in the program are eligible for AmeriCorps health care insurance. Health insurance is provided through Summit America.

Participating members receive an insurance card and packet upon enrollment in the plan. AmeriCorps members have the right to waive coverage entirely by signing a waiver form if coverage is not needed.

CHILD CARE ASSISTANCE

Child care is available to any eligible full-time or half-time member who needs this service in order to participate in the program. The Corporation provides child care technical assistance through First Financial Associates. First Financial Associates makes payments directly to the child care providers.

To be eligible for child care benefits, individuals:

1. Must be an active full-time or half-time member of AmeriCorps.

2. Member must need child care services in order to participate in the AmeriCorps program.
3. Member's household income must not exceed the maximum amount under the Child Care & Development Fund (CCDF) Block Grant rules established by the state or territory in which the child care services are provided.
4. The member must be a custodial parent or legal guardian of a child under the age of 13
5. The child must be living with the member.
6. Once the Member is approved and accepts the AmeriCorps CCBP benefits, the member must not be receiving a child care benefit for the same child from any other source.

Further information on child care benefits can be found at:
<http://www.1stfinancialassociates.com/asnprogram.htm>

PROFESSIONAL TRAINING AND DEVELOPMENT

Throughout the member's term in the Energy Corps, professional trainings will be provided accordingly. These trainings will be valuable after the members' service term as qualification for jobs in the green-collar work force. Members will also have ample opportunity to develop valuable community building and development skills.

RULES AND REGULATIONS

PROHIBITED ACTIVITIES

The Corporation for National and Community Service (CNCS) prohibits AmeriCorps members from participating in a number of activities. Members may not participate in certain activities-including lobbying, political, religious, or advocacy activities-in the course of their duties, while charging time to the AmeriCorps program, or at the request of program staff members. Members and staff may not engage in any conduct that would associate the national service program or the CNCS with prohibited activities. Programs must become familiar with the specific prohibitions described in the CNCS formal regulations and the grant provisions. *The list of prohibited activities includes:*

- 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 Federal office or the outcome of an election to a State or local 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 proselytization, consistent with section 12584 of this title.
- 8) Consistent with section 12584 of this title, providing a direct benefit to any--
 - A) business organized for profit;
 - B) labor union;
 - C) partisan political organization;

- D) nonprofit organization that fails to comply with the restrictions contained in section 501(c) of title 26, except that nothing in this paragraph shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - E) organization engaged in the religious activities described in paragraph (7), unless the position is not used to support those religious activities.
- 9) Providing abortion services or referrals for receipt of such services.
- 10) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive.
- 11) Carrying out such other activities as the Corporation may prohibit.

However, AmeriCorps members, like any other private citizens, may participate in any of the above activities on their own time, at their own expense, and at their own initiative. Members may not wear AmeriCorps service gear or other identity item (pins, hats, etc) in such instances.

If you have more specific questions please contact Energy Corps staff or consult the following link: http://www.americorps.gov/help/ac_regs/ac_regsRev.htm

FUND RAISING AND GRANT WRITING RULES AND REGULATIONS

APPROVED MEMBER ACTIVITIES

Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security, or other human needs.

Fundraising must not exceed 10% of the member's total hours of commitment.

Examples of fundraising activities that members may perform include, but are not limited to the following:

- Seeking donations for books from companies and individuals for a program in which volunteers tutor 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 a faith-based organization 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 the faith based organization; or
- Seeking donations from alumni of the program for specific service projects being performed by current members.

PROHIBITED MEMBER ACTIVITIES

A member's service activities may not include the following:

- Raising funds for his or her living allowance or other costs of the AmeriCorps program;
- Raising funds for an organization's operating expenses or endowment;
- Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; or
- Writing grant applications for funding provided by any other federal agencies.

In general, AmeriCorps members cannot assist their organizations with major fundraising efforts as part of their AmeriCorps service hours. However, members may receive service credit for activities related to fundraising, but only to the extent that those activities satisfy all five of the following conditions:

- provide immediate and direct support to a specific and direct service activity,
- fall within the program's approved direct service objectives,
- are not the primary activity of the program,
- do not involve financial campaigns, endowment drives, solicitation of gifts and bequest, or similar activities designed for the sole purpose of raising capital or obtaining financial contributions for the organization, and do not involve significant amounts of time for any member.

For example, once or twice a year, members in a tutoring program may solicit book donations to give to the children they are tutoring, but may not help write a grant proposal to help raise match money for the organization. *If you are unsure whether or not specific fundraising activities are acceptable, please contact AmeriCorps Program Staff for clarification.*

CAPACITY BUILDING ALLOWABLE ACTIVITIES

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.

- a. The AmeriCorps Energy Corps Members may perform capacity-building activities that advance program goals and that are included in, or consistent with, the Corporation-approved grant application.

b. Examples of capacity-building activities members may perform include, but are not limited to, the following:

1) 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;
- 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.

2) Conducting outreach and securing resources in support of service activities that meet specific needs in the community;

3) 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;
- Supporting staff and board education.

4) 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;
- Local education agencies or organizations.

DRUG FREE WORKPLACE

It is the policy of the Energy Corps program to maintain a workplace that is free from the effects of drug and alcohol abuse. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any member in the workplace is prohibited. This policy is adopted in compliance with the Anti-Drug Abuse Act of 1988 and Drug-Free Workplace Federal Regulations of March 1989.

As a condition of continued employment, all members shall be required to notify NCAT Energy Corps staff of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Any member who violates this policy is subject to disciplinary action, up to and including discharge, as provided in Section 2545.225 of the AmeriCorps provisions and regulations. Disciplinary action may include required participation in an approved drug-abuse assistance and rehabilitation program.

Definitions: For purposes of this policy, the following definitions apply:

"Controlled Substance" means a controlled substance in schedules I-V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation of 21 C.F.R. 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

"Criminal drug statute" means a federal or non-federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means any site where work is performed by NCAT Energy Corps Members.

Resources Available: NCAT offers a confidential employee assistance program that is available to Energy Corps Members which provides substance abuse counseling and referral services for eligible members.

REASONABLE ACCOMMODATIONS

The National Center for Appropriate Technology is committed to providing reasonable accommodations in accordance with federal and state law to qualified members, staff, or

applicants with any known disability that may interfere with an applicant's ability to compete in the selection process or an individual's ability to perform AmeriCorps service. Reasonable accommodations are available upon request to enable an individual with a disability to enjoy equal benefits and privileges of serving with the Energy Corps AmeriCorps program.

NON DISCRIMINATION

It is the policy of NCAT and the Energy Corps to recruit, promote, and retain members without regard to race, sex, creed, color, national origin, age, religion, veterans or marital status, disability, sexual orientation, or political affiliation. This policy applies to all terms, conditions, and privileges of membership and all policies of the Energy Corps, including hiring, training, placement and member development, compensation, benefits, educational assistance, suspension and recall, facilities, and termination.

Under the direction of the NCAT Executive Director, there shall be an Affirmative Action/Equal Employment Opportunity (AA/EEO) Officer. NCAT's Affirmative Action/Equal Employment Opportunity Officer is Jerrid Burk and our AA/EEO Manager is Marcia Brown. The AA/EEO Officer shall be responsible to ensure NCAT Energy Corps compliance with all applicable federal, state, and local equal opportunity and fair employment laws and regulations. The AA/EEO Officer shall take all steps necessary to maintain a non-discriminatory personnel system. In the absence of an AA/EEO Officer due to a reduced work force, or lack of available funds to support this position, the NCAT Executive Director shall designate a person to carry out these duties.

NCAT Energy Corps shall maintain a written affirmative action plan to achieve full utilization on all levels of the organization of minorities, the disabled, Vietnam-era or disabled veterans and women. This plan will include the establishment of membership goals for protected group members and timetables for achieving results. The AA/EEO Officer shall take all steps necessary to implement and maintain the plan.

Claims of discrimination should be reported to a supervisor or the AA/EEO Officer immediately. The individual will be provided with a copy of Energy Corps grievance procedures (*See Grievance Procedures section*). All claims of discrimination and investigations thereof shall be kept as confidential as circumstances allow. Energy Corps members witnessing acts of discrimination against a member or non-member are strongly encouraged to notify a supervisor or the AA/EEO Officer immediately. Supervisors should notify the AA/EEO Officer of any complaint. Violations of the discrimination policy shall result in disciplinary action. Severity of the disciplinary action will be determined by the offense.

HARASSMENT

It is the policy of the NCAT Energy Corps to prohibit sexual, racial and all other forms of harassment of its members, potential members, or other non-members by any person and in any form.

Harassment is defined as unwelcome or unsolicited comments, gestures or physical contact where:

- Submission or rejection becomes the basis for recruitment or membership decision or;
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Claims of harassment should be reported to a supervisor or the AA/EEO Officer immediately. The AA/EEO Officer is responsible for investigating the complaint and making a report of findings of fact to the Executive Director. The individual will be provided with a copy of the NCAT Energy Corps grievance procedures. All claims of harassment and investigations thereof shall be kept as confidential as circumstances allow. Members witnessing acts of harassment against a member or non-member are strongly encouraged to notify a supervisor or Personnel Officer immediately. Supervisors should notify the Personnel Officer of any complaint. Retaliation toward an individual who reports a claim of harassment will not be tolerated.

Violations of the harassment policy shall result in disciplinary action. Severity of the disciplinary action will be determined by the offense.

LEAVE SITUATIONS

The AmeriCorps living allowance is designed to help the members meet necessary living expenses incurred while participating in the program. The living allowance is not based on hourly wage, and will not fluctuate based on the hours members serve in a given time period. AmeriCorps members are not considered employees and, as such, are not entitled to vacation time, compensatory time or sick leave.

APPROVED ABSENCE

Generally, all leave should be pre-approved and verifiable. Project sites/sponsor agencies should adhere to the following standards:

Members who are on-track to achieve the minimum number of hours requirement may be granted short-term (i.e., a few days) time off for personal matters. The project sites/sponsor agencies should exercise prudent judgment in granting personal time so project objectives are not compromised.

Members who are not on-track to achieve the minimum number of hours may only be granted time off for urgent personal needs such as, medical issues, family bereavement leave, and Department of Social and Health Services (DSHS) appointments, etc.

DISCIPLINARY SUSPENSION

AmeriCorps members may be temporarily suspended for disciplinary reasons, including but not limited to chronic tardiness or leaving the project site without approval of the project site/sponsor agency. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for an education award. Members on disciplinary suspension will continue to receive medical benefits.

ADMINISTRATIVE HOLD STATUS

Administrative Hold Status exists any time a member is not serving at a project site/sponsor agency, yet remains enrolled in the AmeriCorps program. Sponsor agencies/project sites may request members be placed on hold for programmatic reasons such as the need to conduct a disciplinary investigation or during a grievance process. Requests may also be made based on extenuating personal or medical circumstances such as the birth of a child; serious illness of a member's spouse, child, or parent; or serious illness preventing the member from performing his/her essential service duties. At the NCAT Energy Corps discretion and with advance approval, Administrative Hold Status may be granted for up to 90 calendar days or the scheduled end of the term of service, whichever is earlier. Requests for members to be placed on Administrative Hold Status should be communicated to the Energy Corps staff in a timely manner and appropriate back-up documentation must accompany all requests. Members on Administrative Hold Status will not receive a living allowance and hours will not be credited toward the total service hours required for an education award. Medical benefits will be continued during a period of administrative hold, but childcare benefits will be discontinued.

HOLIDAY LEAVE

AmeriCorps members are entitled to the same federal holidays as employees of the host site without affecting their living allowance. However, holiday hours do not count toward the service hours required for an education award. Extra care should be taken to ensure that members are fully aware of host site holidays prior to starting their term of service.

AmeriCorps projects must develop activities for all members so that members can accomplish their hourly requirements when the host site or service site is not in session due to agency closures, school vacations, agency holidays, etc. School vacations are not to be considered AmeriCorps vacations.

MILITARY LEAVE

Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, members should seek to minimize the disruption in their AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members will be granted a leave for the two-week period of active duty service in the Reserves. Members may not receive stipendiary time-off for additional Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves, or any active duty service beyond the initial 12-15 days of active duty. Members should receive credit for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps term of service. The member will receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 40 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week she or he would receive 80 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves. Members will continue to receive the living allowance, health care, and childcare coverage for the two-week active duty service.

JURY DUTY

Serving on a jury is an important responsibility of citizenship and members will not be penalized for doing so. During the time members serve as jurors, they will continue to earn service hours, and receive their living allowance and health and childcare benefits. They are allowed to keep reimbursements for incidental expenses received from the court. Members notified of jury duty must provide a copy of the summons to the sponsor agency/project site supervisor, who will in turn provide a copy to their Energy Corps Program Coordinator.

Host sites should consult with their Energy Corps Program Coordinator if additional guidance is needed.

RULES OF CONDUCT

A) At no time may the member:

- 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:
 - a) Participating in efforts to influence legislation, including lobbying for your program.
 - b) Organizing a letter-writing campaign to Congress.
 - c) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office.
 - d) 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.
 - e) Printing politically charged articles in a Corporation-funded newsletter or listserv.
 - f) Taking part in political demonstrations or rallies.
 - g) Engaging in any efforts to influence legislation, including state and local ballot initiatives.
 - h) Voter registration drives.
 - i) Organizing or engaging in protests, petitions, boycotts or strikes.
 - j) Assisting or deterring union organizing.
 - k) Impairing existing contracts for services of collective bargaining agreements.
 - l) Religious Activities, including 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.
 - m) Activities that pose a significant safety risk to participants.
 - n) Assignments that displace employees.
 - o) Placement of members into internships with for-profit businesses as part of the education and training component of the program.
 - p) Providing a direct benefit to a business organized for profit or a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the U.S. Code Title 26.
 - q) Raising funds for his or her living allowance or other costs of the AmeriCorps program; raising funds for an organization's operating expenses or endowment; writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; or writing grant applications for funding provided by any other federal agencies.
 - r) Administrative work, unless it benefits the member's approved direct service activities.

- s) Provide abortion services or referrals for receipt of such services.

However, AmeriCorps members, like any other private citizens, may participate in any of the above activities on their own time, at their own expense, and at their own initiative. Members may not wear AmeriCorps service gear or other identity item (pins, hats, etc) in such instances.

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

1. Demonstrate mutual respect towards others.
2. Follow directions.
3. Direct concerns, problems, and suggestions to their host site supervisor or the NCAT Energy Corps program director.
4. Represent AmeriCorps in a positive fashion.
5. Introduce themselves to the public first as AmeriCorps members with the Energy Corps program and second indicating the host site and community they are providing service.

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

1. Unauthorized tardiness.
2. Unauthorized absences.
3. Repeated use of inappropriate language (i.e. profanity) at a service site.
4. Failure to wear appropriate clothing to service assignments.
5. Stealing or lying.
6. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community.
7. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
8. Consuming alcoholic beverages during the performance of service activities.
9. Being under the influence of alcohol or any illegal drugs during the performance of service activities.
10. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.

D. Under the Drug-Free Workplace Act, the AmeriCorps member must notify the AmeriCorps Program Director within 5 days if convicted under any criminal drug statute. Participation in the Program is conditional upon compliance with this notice requirement and action will be taken for violation of this regulation.

E. In general, for violating the above stated rules, the program will act accordingly (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 without compensation and will not receive credit for any service period missed or the program may release the member for cause.

F. 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.

DRIVING POLICIES

The safety and well being of our Energy Corps members is of critical importance to NCAT. Members that are required to drive personal, rental, or NCAT-owned vehicles for Energy Corps-related purposes at any time will be expected to consistently follow all the policies below to ensure their safety.

1. Members driving for service-related purposes must have a current driver's license.
2. All members are expected to wear seat belts at all times while in any moving vehicle being used for service-related activities, whether they are the driver or a passenger.
3. Use of alcohol, drugs or other substances, including over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
4. Use of handheld cell phones while behind the wheel of a moving vehicle being used for service-related activities is strictly prohibited. The use of hands-free technology may be warranted in unusual or emergency circumstances.
5. Text messaging while behind the wheel of a moving vehicle is strictly prohibited while driving for service-related purposes.
6. Engaging in distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also strongly discouraged while driving, even when in slow-moving traffic.
7. All members are expected to follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior, while driving.

8. Members should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or use any seat that does not include a working seat belt.
9. Members must promptly report any accidents to local law enforcement as well as to the NCAT Human Resources office and all moving violations must be reported and paid by the member.
10. Failure to adhere to these policies may result in disciplinary action.

RELEASE FROM TERMS OF SERVICE

- A. The member may be released by the Program from the term of service in the following two ways:
 1. Suspension, as described in paragraphs (F) of this section; or,
 2. Termination.

- B. The member understands that he/she may be released for the following two reasons:
 1. For cause, as explained in paragraph (C) of this section; or
 2. For compelling personal circumstances as defined in paragraph (D) of this section.

- C. 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 paragraph D of the Rules of Conduct section;
 4. Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the program.

- D. 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.
- E. 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.
- F. 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, as described in paragraph (D) of this section. 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.)
- G. The Program may suspend the member's term of service for violating the rule of conduct provisions set forth in the Rules of Conduct section.

- H. If the program releases the member for cause or for compelling personal circumstance, the member will cease to receive the benefits described in the Benefits section.
- I. 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.
- J. 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

- A. The member understands that the Energy Corps Program has a grievance procedure in place to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment.
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure.
- C. Grievance Procedure for the Energy Corps Program states that in the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members, labor unions, and other interested individuals may seek resolution through the following 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:

1. Optional Alternative Dispute Resolution (ADR)

- a. 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 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.

- b. 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.
- c. If the matter is resolved, the terms of the resolution are recorded in a written agreement, and the party agrees to forego filing any further grievances on the matter under consideration.
- d. The neutral party who is aiding the alternative dispute resolution process may not compel a resolution.
- e. With the exception of a written agreement, the proceedings are confidential
- f. If the grievance is regarding a proposed participant placement, the placement is not made unless it is consistent with the resolution of the grievance.

2. Grievance Hearing

- a. A member may request a Grievance Hearing without participating in ADR or, if ADR is selected and it fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the Program Director. A request for a 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.
- b. 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. The Program Director or the member designee conducts pre-hearing conferences.

- c. The Program Director or appointed designee will conduct the 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.

3. Binding Arbitration

- a. 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.
- b. 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.
Energy Corps Member Manual 36
- c. 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.

**Energy Corps AmeriCorps Program
Member Contract
2012-2013**

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the "member") in the Energy Corps AmeriCorps Program (hereinafter referred to as the "Program").

II. MINIMUM QUALIFICATIONS

The member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 18 years of age. By signing this contract the member will also certify, under penalty of law, that she/he has a high school diploma or equivalency certificate or agrees to obtain one before using the education award.

III. TERMS OF SERVICE

A. The member's term of service begins on _____ and ends on _____.

The program and the member may agree, in writing, to extend this term of service for the following reasons:

1. The member's service has been suspended due to compelling personal circumstances.
2. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.

B. The member will complete a minimum of _____ hours of service during this period. Of these hours, no more than ten percent may be spent performing fundraising activities and no more than twenty percent of total service hours may be spent in education and training activities.

C. The member understands that to successfully complete the term of service (as defined by the Energy Corps and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must complete at least _____ hours of service, satisfactorily complete pre-service orientation and the additional appropriate training that relates to the member's ability to perform service, and complete all required service reports in a timely manner.

D. The member understands that to be eligible to serve a second term of service, the member must receive satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service with this program will be based on at least the midterm and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:

1. Completed the required number of hours;
2. Satisfactorily completed assignments, tasks, or projects; and

3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.
- E. The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

IV. POSITION DESCRIPTION

<See position description attached.>

V. BENEFITS

- A. The member will receive from the program the following benefits:
1. A living allowance while serving up to the amount of \$_____.
 - a. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
 - b. The living allowance will be distributed semi-monthly by direct deposit or check. The biweekly amount will be \$ _____, before taxes.
 - c. The living allowance will only be provided while the member is serving. If a member completes service prior to the defined service period they will not receive any further living allowance.
 2. Health benefits (if the member is eligible). The health insurance policy was covered during the pre-service orientation. (Applies to full time members only)
 3. If the member is eligible a child care allowance will be provided by First Financial Associates directly to the provider. (Applies to full time members only)
- B. 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 the service term, the member will receive an education award in the amount of \$_____.
1. 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.
 2. 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.
- C. Upon enrollment and acceptance into the program, the member is eligible for forbearance of any qualified student loans.

- D. 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.
- E. Members have the right to reasonable accommodations. All AmeriCorps programs shall make reasonable accommodations in practices and/or procedures when the accommodations are necessary. Accommodations are reasonable when they are practical or feasible. The program does not have to provide accommodations that would impose undue hardship on the operation of the program.

VI. RULES OF CONDUCT

- A. At no time may the member:
 - 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 themselves or others.
 - 3. Engage in any AmeriCorps prohibited activities that include:
 - a. Participating in efforts to influence legislation, including lobbying for your program.
 - b. Organizing a letter-writing campaign to Congress.
 - c. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office.
 - d. 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.
 - e. Printing politically charged articles in a Corporation-funded newsletter or listserv.
 - f. Taking part in political demonstrations or rallies.
 - g. Engaging in any efforts to influence legislation, including state or local ballot initiatives.
 - h. Voter registration drives.
 - i. Organizing or participating in protests, petitions, boycotts, or strikes.
 - j. Assisting or deterring union organizing.
 - k. Impairing existing contracts or collective bargaining agreements.
 - l. Religious Activities, including 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.
 - m. Activities that pose a significant safety risk to participants.
 - n. Assignments that displace employees.
 - o. Placement of members into internships with for-profit businesses as part of the education and training component of the program.
 - p. Providing a direct benefit to a business organized for profit or a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26.
 - q. Raising funds for his or her living allowance or other costs of the AmeriCorps program; raising funds for an organization's operating expenses or endowment; writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; or writing grant applications for funding provided by any other federal agencies.
 - r. Administrative work, unless it benefits the member's approved direct service activities.
 - s. Providing abortion services or referrals for receipt of such services.

4. However, AmeriCorps members, like any other private citizens, may participate in any of the above activities on their own time, at their own expense, and at their own initiative. Members may not wear AmeriCorps service gear or other identity item (pins, hats, etc) in such instances.
- B. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:
1. Demonstrate mutual respect towards others.
 2. Follow directions.
 3. Direct concerns, problems, and suggestions to their host site supervisor or the NCAT Energy Corps Program Director.
 4. Represent AmeriCorps in a positive fashion.
 5. Introduce themselves to the public first as AmeriCorps members with the Energy Corps program and second indicating the host site and community they are providing service.
- C. The member understands that the following acts also constitute a violation of the program's rules of conduct:
1. Unauthorized tardiness.
 2. Unauthorized absences.
 3. Repeated use of inappropriate language (i.e. profanity) at a service site.
 4. Failure to wear appropriate clothing to service assignments.
 5. Stealing or lying.
 6. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community.
 7. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
 8. Consuming alcoholic beverages during the performance of service activities.
 9. Being under the influence of alcohol or any illegal drugs during the performance of service activities.
 10. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
- D. Under the Drug-Free Workplace Act, the AmeriCorps member must notify the AmeriCorps Program Director within 5 days if convicted under any criminal drug statute. Participation in the Program is conditional upon compliance with this notice requirement and action will be taken for violation of this regulation.
- E. In general, for violating the above stated rules, the program will act accordingly (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 without compensation and will not receive credit for any service hours missed or the program may release the member for cause.
- F. 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.

VII. RELEASE FROM TERMS OF SERVICE

- A. The member may be released by the Program from the term of service in the following two ways:
1. Suspension, as described in paragraphs (F) of this section; or,
 2. Termination.
- B. The member understands that he/she may be released for the following two reasons:
1. For cause, as explained in paragraph (C) of this section; or
 2. For compelling personal circumstances as defined in paragraph (D) of this section.
- C. 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 paragraph (E) of section VI of this agreement;
 4. Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the program.
- D. 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.
- E. 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.

- F. 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, as described in paragraph (D) of this section. During the suspension from service, the member will not receive credit for service hours or benefits (as described in Section V). 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.)

- G. The Program may suspend the member's term of service for violating the rules of conduct provisions set forth in paragraph (C) of section VI of this agreement.

- H. If the program releases the member for cause or for compelling personal circumstance, the member will cease to receive the benefits described in section V.

- I. 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.

- J. 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.

VIII. GRIEVANCE PROCEDURES

- A. 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.

- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure.

- C. Grievance Procedure for the Energy Corps Program states that in the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members, labor unions, and other interested individuals may seek resolution through the following 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:

1. Optional Alternative Dispute Resolution (ADR)

- a. 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 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.
- b. 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.
- c. If the matter is resolved, the terms of the resolution are recorded in a written agreement, and the party agrees to forego filing any further grievances on the matter under consideration.
- d. The neutral party who is aiding the alternative dispute resolution process may not compel a resolution.
- e. With the exception of a written agreement, the proceedings are confidential
- f. If the grievance is regarding a proposed participant placement, the placement is not made unless it is consistent with the resolution of the grievance.

2. Grievance Hearing

- a. 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 Program Director. A request for a 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.
- b. 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. The Program Director or the member designee conducts pre-hearing conferences.

- c. The Program Director or appointed designee will conduct the 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.

3. Binding Arbitration

- a. 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.
- b. 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.
- c. 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. AMENDMENTS TO THIS AGREEMENT

This agreement may be changed or revised only by written consent by both parties.

X. AUTHORIZATION

The member and program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

AmeriCorps Member

AmeriCorps Program Director

Signature

Signature

Date

Date

