

# 2011-2012 Policies and Procedures Manual

## North Carolina LiteracyCorps Project



## AmeriCorps Project

*This manual includes policies and procedures created by the North Carolina LiteracyCorps Project for the purpose of holding Members and Partner Agencies accountable to the expectations of the program. This is not a contract and can be changed by the North Carolina LiteracyCorps Project at will.*

The North Carolina LiteracyCorps is hosted by the Student Coalition for Action in Literacy Education (SCALE) at the UNC School of Education and funded through a grant from the North Carolina Commission on Volunteerism and Community Service (“the Commission”) and the Corporation for National and Community Service (“the Corporation”). The North Carolina LiteracyCorps is an AmeriCorps Program. Members referred to herein are understood to be participants in AmeriCorps through the North Carolina LiteracyCorps Program.

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# Policies and Procedures

## 1. Interviewing and Selecting Members

Potential applicants can search for the North Carolina Literacy Corps on the AmeriCorps website ([americorps.gov](http://americorps.gov)) or they can visit <http://readwriteact.org/nclc> to find links to the full-time, half-time, and minimum-time applications. All applicants must apply through the AmeriCorps online recruitment system at [www.americorps.gov](http://www.americorps.gov); however, a paper copy of the online application is available upon request for applicants who may need special accommodations.

Both the North Carolina LiteracyCorps and Service Sites will recruit potential applicants for the North Carolina LiteracyCorps AmeriCorps Program, and will follow the minimum requirements for Members when recruiting potential applicants:

- Be at least 17 years of age,
- Possess a high school diploma or GED (or promise to obtain one before Term of Service ends),
- Be either a U.S. Citizen, U.S. National, or Legal Permanent Resident

The North Carolina LiteracyCorps is committed to recruiting a diverse corps of AmeriCorps Members and asks Service Sites, in addition to their regular recruitment strategies, to reach out to local disability service organizations to attempt to recruit qualified Members who also have disabilities.

Once the North Carolina LiteracyCorps has received all the online and paper applications, North Carolina LiteracyCorps staff will conduct a preliminary screening of applicants to ensure they meet basic AmeriCorps eligibility guidelines. The North Carolina LiteracyCorps will then group the applicants into pools of applicants for each Service Site, based on the applicants' skill set and the qualifications sought by the Service Sites, trying to match applicants with Service Sites as best as possible.

When Service Sites receive their pools of applicants, they will be responsible for reviewing them, conducting interviews with their choice of qualified applicants, and conducting and documenting reference checks. Service Sites are required to use the standard interview questions provided by SCALE, and may also ask additional questions as long as these additional questions are asked of each and every interviewed applicant.

After Service Sites have determined which applicant(s) they are interested in selecting, they will complete and submit the North Carolina LiteracyCorps Fair Hiring Practices Worksheet to the North Carolina LiteracyCorps Program Director. Once the North Carolina LiteracyCorps Program Director receives the completed Fair Hiring Practices Worksheet, the North Carolina LiteracyCorps Program Director will check the background check status of the Service Sites' selections, notify Service Sites of the results, and contact applicants to offer them the position. After these steps are completed, potential Members must meet with the North Carolina LiteracyCorps Program Director at SCALE's office for their enrollment appointment (which includes, but is not limited to, completing required AmeriCorps enrollment paperwork, completing required employment paperwork, verifying eligibility and identity, etc.).

## 2. Program Completion and Exit Requirements

In order to graduate from the North Carolina LiteracyCorps Project and be eligible to receive up to a full Living Allowance and be eligible to apply for a full Education Award, each Member must meet the following requirements:

1. Complete a **minimum** of 1,700 hours (full-time), 900 hours (half-time), or 300 hours (minimum-time) of service in the North Carolina LiteracyCorps AmeriCorps Program by the end of July 31, 2012.
2. Actively participate in the program from August 1, 2011, through July 31, 2012.<sup>1</sup>
3. Attend and fully participate in National Service Day events and North Carolina LiteracyCorps events (including, but not limited to, Make-A-Difference Day, the SCALE Read.Write.Act. Virtual Conference, MLK Day, and National Volunteer Week).
4. Attend orientation and ongoing training sessions. Attendance at orientation and ongoing training sessions is mandatory. Members may be required to travel, at their own expense, to the SCALE offices to complete missed orientation and training events.
5. Earn satisfactory or better service evaluations from her or his Site Supervisor.
6. Receive a recommendation for graduating and exiting from the program from the North Carolina LiteracyCorps Program Director.
7. Complete and submit all required documentation (e.g., Time Sheets, Monthly Surveys, Evaluation Forms) to the North Carolina LiteracyCorps Program Director by due dates provided. **Please note:** Time Sheets are due by the 5<sup>th</sup> of every month and Monthly Reports are due by the 15<sup>th</sup> of every month. In order to exit the program, the Member must have completed and submitted all required North Carolina LiteracyCorps and Service Site documentation by their final day of Service.
8. Attend all required events. These dates are subject to change and include, but are not limited to:

### Service Projects and Events:

9/11 Week of Service and Remembrance: 09/11—09/17/2011

Make a Difference Day: 10/22/2011

MLK, Jr. Day of Service: 01/16/2012

National Literacy Action Week : 01/30—02/04/2012

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<sup>1</sup> Members may submit a written request permission to complete Service hours between 10-12 months; however, a submitted written request does not guarantee acceptance of said request.

National Volunteer Week: 04/15—04/21/2012

Global Youth Service Day: 04/21/2012

AmeriCorps Week: May 2012 (Week TBD)

### **Training calendar:**

Full-Time and Half-Time Member Orientation\*: 08/15—08/17/2011

Minimum-Time Member Orientation\*\*: 09/13—09/15/2011

Statewide AmeriCorps Launch: 10/05/2011

SCALE Read.Write.Act. Virtual Conference: 11/08—11/10/2011

2<sup>nd</sup> Quarterly Training: 01/17—01/18/2012

3<sup>rd</sup> Quarterly Training: 04/12—04/13/2012

Statewide AmeriCorps Spring Summit: May 2012 (Day TBD)

4<sup>th</sup> Quarterly Training and Graduation: 07/20/2012

\* Attendance by Minimum-time Members is not required.

\*\* Attendance by Full-Time and Half-Time Members is not required.

## **3. North Carolina LiteracyCorps Events**

### **National Identity Days, Service Projects, Trainings & Orientation**

On occasion, Members will be asked to represent SCALE and/or the North Carolina LiteracyCorps at special events. Site Supervisors are made aware of the events listed above and are required to release Members from Site Service on these days. Should new events or dates arise, North Carolina LiteracyCorps will attempt to provide Members with at least 2 weeks' notice prior to the scheduled event. The North Carolina LiteracyCorps Program Director will work with Members to obtain permission from their Site Supervisors to attend the event. However, if a Member attends the event without approval from her or his Site Supervisor, the Member will record the absence as unexcused.

#### **a. National Service Days and Service Projects**

On National Service Days, or during National Service Weeks, Members will be required to participate in Service Projects. These projects are designed to further serve the community while promoting literacy. On occasion, Members

will be asked to plan and promote, in addition to participating in, these events.

b. **Trainings, Conferences, and AmeriCorps Events**

These events are designed to support Members throughout their Term of Service. Members will receive additional training while connecting with a broader service community. Where most trainings and events require the Member's physical presence, the SCALE Read.Write.Act. Virtual Conference (for example) takes place online and may be attended from the Service Site.

## **4. Attendance Policy**

To receive the Segal AmeriCorps Education Award in full, federal regulations require Full-Time Members to complete a total of **at least 1,700 Service Hours**, Half-Time Members to complete a total of **at least 900 Service Hours**, and Minimum-Time Members to complete a total of **at least 300 Service Hours**. If a Member does not complete the required Service Hours, she or he will not be eligible for the Education Award. Parameters for service with the North Carolina LiteracyCorps are set to allow Members to complete their Service Hours within the allotted time. Extenuating circumstances may result in a pro-rated Education Award. Please see the "Release and Dismissal Policy: Personal Circumstances" of this manual for more information.

### **A. Training**

**Attendance at all North Carolina LiteracyCorps functions, including meetings, trainings, and National Identity Day events, is mandatory** and may be reported as Service Hours on the Member's Time Sheet. Compliance with all North Carolina LiteracyCorps policies is required for the duration of any reported Service Hour.

### **B. Absences**

Absence from North Carolina LiteracyCorps or Service Site commitments will be recorded on the Member's Time Sheet as one of the following:

1. Unexcused absence
2. Excused absence, deducted from the Member's seven-day absence allotment.
3. Excused absence, exceeding the Member's seven-day absence allotment.
4. Holiday, excused absence
5. Service Site closed, excused absence

#### **1. Unexcused Absences**

The Member will report an unexcused absence when she or he fails to give proper notice to the Site Supervisor and North Carolina LiteracyCorps Director regarding the absence. **Any unexcused absence may result in termination of the Member's service and dismissal from the program.** The North Carolina LiteracyCorps Program Director, in consultation with the Member's Site Supervisor, will determine the consequence of an unexcused absence.

## **2. Excused Absences**

The Member will report an excused absence when proper notice is given to the Member's Site Supervisor and the North Carolina LiteracyCorps Program Director. Service Hours missed due to an excused absence may be completed at a later date.

- Each Member is permitted **seven excused absences**.
- Excused absences may be used as Sick Days and/or Personal Days.
- Absences exceeding the allotted seven days will be handled on a case-by-case basis.

## **C. Absence Notification Process**

### **1. Illness and Emergency Situations**

Absences resulting from illness or emergency must be reported to the Member's Site Supervisor at least one hour prior to the start of the Service Day. The North Carolina LiteracyCorps Program Director must also be notified. It is the Member's responsibility to alert her or his Site Supervisor and the North Carolina LiteracyCorps Program Director to reschedule missed Service Hours. Cases of extreme illness or emergency will be handled on a case-by-case basis.

### **2. Other Reasons**

Scheduled absences, for reasons other than illness or emergency, must be reported to the Member's Site Supervisor and to the North Carolina LiteracyCorps Program Director **at least three days before the absence** will occur. The Member is responsible for notifying both parties and must reschedule missed Service Hours within 30 days.

## **D. Jury Duty**

The Member must notify her or his Site Supervisor and the North Carolina LiteracyCorps Program Director if she or he is selected for Jury Duty. Jury Duty is a service-related activity and may be reported on the Time Sheet as Direct Service. Jury Duty will not result in a recorded absence.

## **E. Service Site Training Opportunities**

Members may report Service Hours when participating in training opportunities, retreats, or conferences sponsored by their Service Sites. These Service Hours will be recorded as "Indirect Service" on the Member's Time Sheet and may not exceed 20% of the Member's total Service Hours. In order to qualify as Service Hours:

- The event must be relevant to the goals of the Service Site and/or the North Carolina LiteracyCorps Project.
- The Member must notify the North Carolina LiteracyCorps Program Director regarding the event at least one week prior to participation.

## F. Holidays

Holidays recognized by North Carolina LiteracyCorps and/or the Member's Service Site will **not** be deducted from the Member's seven-day excused absence allotment. Members should consult their Service Site regarding holiday schedules. The holiday schedule for a Member's Service Site supersedes that of the North Carolina LiteracyCorps; however, Service Sites are encouraged to release members from service on the holidays recognized by the North Carolina LiteracyCorps. Special situations will be handled on an individual basis.

North Carolina LiteracyCorps recognizes the following holidays:

Labor Day: 09/05/2011

Thanksgiving: 11/24–11/25/2011

Christmas Eve, Christmas, Day after Christmas: 12/24–12/26/2011

New Year's Day: 01/01/2012

\* Birthday of Martin Luther King, Jr.: 01/16/2012

Good Friday: 04/06/2012

Memorial Day: 05/28/2012

\* NORTH CAROLINA LiteracyCorps recognizes the Birthday of Martin Luther King, Jr. as a holiday and National Day of Service. Members will therefore be released from Site Service to participate in a National Identity Day service event.

Holidays falling on Sundays are observed on the following Monday; those falling on Saturday are observed on the preceding Friday.

Members do not qualify for Service Sites' vacation benefits or pay scales.

## 5. Tardiness Policy

Members are required to arrive on-time to all North Carolina LiteracyCorps and Service Site activities.\* Members arriving more than 10 minutes after a specified start time will be considered tardy. **Repeated tardiness could result in termination of the Member's service and dismissal from the program.**

\* Members must notify their Site Supervisors of tardiness at least 30 minutes prior to the scheduled start time.

## 6. Time Sheet Policy

At the beginning of the program year, the North Carolina LiteracyCorps Program Director will provide Members and Site Supervisors with a username and a temporary password. After logging in for the first time, users should change their temporary passwords by accessing the password menu within the time sheet. Every three months, users should change their passwords in order to keep their accounts secure. If a user forgets her/his password, the Program Director can reset it to a temporary password, but the temporary password must be changed by the user after it is used to log in.

Members should document their service hours and service activities in the event they do not have regular access to a computer/internet access. Members are required to complete the official timesheet online throughout the month. Members should use the “Add Hours” button for each new submission throughout the month until a new month begins. On the first day of the month, Members use the “create new timesheet” button. Members' service, leave, and training hours are to be documented in the AmeriCorps timesheet. Members are to use the provided list of service categories when completing their timesheets.

### A. Requirements:

Each Member must submit a completed version of the electronic NC AmeriCorps Time Sheet by the 5<sup>th</sup> of each month, beginning in the second month of service. In the event that a Member does not have regular access to a computer with an Internet connection, she or he should manually note Service Hours and related activities in order to record them with the North Carolina LiteracyCorps Time Sheet when access becomes available. Members are responsible for completing the official NC AmeriCorps Time Sheet throughout the service month. Members must also comply with the following Time Sheet requirements:

- Each Member will submit one Time Sheet per month for the duration of service.
- Each Monthly Time Sheet will show the total Service Hours completed in the preceding month, from the first to last day of the month.
- Time Sheets will be completed and submitted for review by the Site Supervisor and the North Carolina LiteracyCorps Program Director, by the 5<sup>th</sup> of the following month. If Time Sheets are not received by the 15<sup>th</sup> of the month, Member pay will be suspended until the Time Sheet is received.
- Each Member will record Service Hours by designating the Activity Category, Description, Date, Service Site Location, Hours, and Minutes according to the provided drop down menu items and text box entries. The Member will record further description when “Add Comment” requires.

### B. Timeline

Each Member submits a completed Monthly Time Sheet by the 5<sup>th</sup> of the following month. The Member's Site Supervisor then **REVIEWS** the Time Sheet for accuracy of hours and activities recorded. The Member's Site Supervisor must electronically **APPROVE** and **SUBMIT** the Time Sheet by the 8<sup>th</sup> day of every month. The North

Carolina LiteracyCorps Program Director will review, approve, and submit the Time Sheet to the North Carolina Commission on Volunteerism and Community Service following the Site Supervisor's approval.

### **C. Discrepancies and Errors**

If the North Carolina LiteracyCorps Program Director identifies reporting errors within the submitted Monthly Time Sheet, the Program Director will electronically reject the Time Sheet and instruct the Site Supervisor to do the same. The Member will also be notified and must make the necessary corrections in order to resubmit the Time Sheet for approval. Both the Site Supervisor and the Program Director will need to approve the corrected Time Sheet. Rejected Time Sheets must be corrected, re-submitted, and re-approved no later than 10 days after they are originally rejected.

### **D. Reporting Capabilities**

The NC AmeriCorps Electronic Time Sheet system has built-in reporting capabilities, designed to provide the Member with detailed reports indicating completed Service Hours and remaining Service Hours. Please note that **these reports reflect only those Service Hours that have been submitted and subsequently approved** by the Member's Site Supervisor **AND** the North Carolina LiteracyCorps Program Director. If the Member anticipates difficulty completing her or his Service Hours in the time allotted by the North Carolina LiteracyCorps, she or he is responsible for scheduling extended Days of Service on evenings, mornings, and/or weekends. Service Hours performed outside of regularly scheduled hours are subject to approval by the Member's Site Supervisor and the North Carolina LiteracyCorps Program Director.

## **7. Prohibited Activities**

Members may not participate in the following activities when performing Service Hours with the North Carolina LiteracyCorps Project and/or the Member's Service Site:

- Efforts to influence legislation, including lobbying for your program or state or local ballot initiatives;
- Organizing a letter-writing campaign to Congress;
- Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
- Organizing or participating in protests, petitions, boycotts, or strikes;
- 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;
- Taking part in political demonstrations or rallies;

- Voter registration drives;
- Assisting or deterring union organizing;
- Impairing existing contracts or collective bargaining agreements;
- Religious activities such as religious instruction, conducting religious services, and/or proselytizing;
- Activities that pose a significant safety risk to participants;
- Assignments that displace employees;
- Providing assistance to a business organized for profit
- Fundraising;
- Grant Writing;
- Members may not provide abortion services or make referrals to such services, including Members enrolled prior to October 1, 2009.

Overall, Members may not assist the North Carolina LiteracyCorps or Service Sites with major fundraising efforts such as proposal writing, financial campaigns, endowment drives, solicitation of gifts and bequest, or similar activities designed for the sole purpose of raising capital or obtaining financial contributions. However, Members are permitted to solicit in-kind donations (e.g., contributions of goods and services) for Service Site projects that provide immediate and direct support to a specific service activities sanctioned by the North Carolina LiteracyCorps. However, this solicitation must not involve significant amounts of the Member's time. Before engaging in any solicitation of in-kind donations, Members should inform the North Carolina LiteracyCorps Program Director to assure compliance with stated North Carolina LiteracyCorps policies and AmeriCorps rules and regulations.

## **8. Living Allowance**

Members will receive a Living Allowance every two weeks. The Living Allowance will be deposited directly to the Member's designated bank account after FICA and all applicable taxes have been deducted.

In order to receive the Living Allowance:

1. Sign up for Direct Deposit.
2. Fill out applicable paperwork for tax purposes (i.e., W-4 and NC-4).

3. Electronically submit a Monthly Time Sheet by the 5<sup>th</sup> of every month. **Time Sheets that have not been submitted and approved by the 15<sup>th</sup> of the month will result in the suspension of the Member's pay until the Time Sheet is received.**
4. Ensure that the Site Supervisor reviews and electronically signs the Monthly Time Sheet.

## **9. Health Care Coverage (Full-Time positions only)**

The North Carolina LiteracyCorps has chosen to participate in a health care plan available through AmeriCorps. Full-Time Members are eligible to receive health care benefits through this policy. In accordance with AmeriCorps regulations, the North Carolina LiteracyCorps health benefit plan provides—and may exceed—the following coverage:

- Physician services for illness or injury;
- Hospital room and board;
- Emergency room;
- X-ray and laboratory;
- Prescription drugs;
- Limited mental/nervous disorder coverage;
- Limited substance abuse coverage;
- An annual deductible of no more than \$250 charges per Member;
- No more than \$1,000 total annual out-of-pocket per Member;
- A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care;
- A maximum benefit of at least \$50,000.

The North Carolina LiteracyCorps health care policy also includes limited dental coverage and limited vision coverage. Spouses and children are not eligible for benefits. If the Member chooses to obtain coverage through an alternate plan/company, she or he must complete the AmeriCorps waiver form and submit it to the North Carolina LiteracyCorps Program Director. For more information on the AmeriCorps health care coverage, call 1-800-788-6557.

## 10. Education Awards

The Segal AmeriCorps Education Award is provided to Members upon successful completion of their service with the North Carolina LiteracyCorps. Education Awards are drawn from the National Service Trust, an account held in the United States Treasury and managed by the Corporation for National and Community Service. Upon successful completion of service, North Carolina LiteracyCorps or the Corporation State Office will notify the Trust that the Member has completed the program. The Member will then be able to access her or his Education Award through the Member's personal MyAmeriCorps.gov account.

The Segal AmeriCorps Education Award may be used in the following ways:

1. To repay qualified existing and future student loans;
2. To pay all or part of the cost of attending an institution of higher education accredited by the state or province (including certain vocational programs);
3. To pay expenses incurred while participating in an approved school-to-work program.

The Education Award **must** be used within seven years of program completion. Members may apply for an extension beyond seven years if:

1. The Member performed another Term of Service in an approved AmeriCorps position.
2. The Member was unavoidably prevented from using the Education Award.

In order to receive the Education Award, the Member must successfully complete the prescribed number of Service Hours and other program requirements. Payments will be made directly to the institution or loan-holder, **not** to the Member. When a payment is made, the Corporation will inform the Member of the payment amount and the remaining Education Award balance. **Education Awards are subject to income tax and will be taxed as a prize/award (not as wages) in the year in which they are used.** For more information and tips on using the Segal AmeriCorps Education Award, please visit [http://www.americorps.gov/for\\_individuals/benefits/benefits\\_ed\\_award.asp](http://www.americorps.gov/for_individuals/benefits/benefits_ed_award.asp) or <http://edaward.org/>

## 11. Student Loan Forbearance

Members may be eligible for loan forbearance on qualified, Title IV student loans while serving with North Carolina LiteracyCorps. To request loan forbearance, the Member must use her or his personal MyAmeriCorps.gov account. Upon successful completion of Service with the North Carolina LiteracyCorps, the National Service Trust may also pay interest accrued during service on qualified loans. For additional information, please call (202) 606-5000.

## 12. Childcare (Full-Time positions only)

Members may be eligible to receive childcare assistance either through an eligible childcare provider **or** in the form of a childcare allowance, in an amount to be

determined by the Corporation for National and Community Service. Members in need of childcare assistance are responsible for identifying and securing the childcare provider. The following criteria must be met in order to be eligible for childcare assistance:

- The Member is the parent or legal guardian of, or acting in *loco parentis* for, a child under 13 who is also residing with the Member.
- The Member has a family income that does not exceed 75% of the State's median income for a family of the same size.
- At the time of acceptance into the program, the Member is not currently receiving childcare assistance from another source, including a parent or guardian, which would continue to be provided during the Term of Service.
- The Member certifies that she or he needs childcare in order to participate in the program.

The North Carolina LiteracyCorps Program Director will help qualifying Members in securing childcare assistance. For additional information, please call 1-800-570-4543.

### **13. Mileage Reimbursement Policy**

North Carolina LiteracyCorps Members will receive mileage reimbursement when traveling to North Carolina LiteracyCorps and/or AmeriCorps trainings, orientations, and events. Members should direct mileage reimbursement requests to their Site Supervisors and may be asked to carpool. Mileage reimbursements will be calculated from the Service Site to the designated event site. If Service Site employees are reimbursed for local mileage, Members should also receive reimbursement for local mileage. Service Sites are expected to provide mileage reimbursement to Members when routine travel during the service day is required. Members may not, however, request mileage reimbursement when commuting to and from their Service Sites.

### **14. Professional Appearance and Behavior**

- North Carolina LiteracyCorps Members are community representatives of AmeriCorps and the North Carolina LiteracyCorps program. Members are expected to present a neat and clean appearance and wear attire suited to the dress code specified by their Service Site.
- Members will be provided with AmeriCorps gear and **must** wear AmeriCorps clothing or an AmeriCorps lapel pin during **any and all** Service Hours. This includes completing hours at a Service Site, participating in National Identity Day events, and attendance at orientations, trainings, and other North Carolina LiteracyCorps/AmeriCorps functions.
- Members may not use Service Hours to attend to personal business.

### **15. Drug Free Workplace Policy**

In accordance with the Drug Free Workplace Act, the North Carolina LiteracyCorps prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances by its Members. Alcohol abuse and drug abuse adversely affect health and service performance, creating dangerous situations and undermining community confidence in the North Carolina LiteracyCorps program. Consequently, North Carolina LiteracyCorps also prohibits alcohol abuse and drug abuse by its Members. Service Sites and/or the North Carolina LiteracyCorps may require a Member to submit to drug testing as a condition of selection or in cases where reasonable suspicion of drug use exists. If a Member is arrested for or convicted of a drug related offense, the Member must notify her or his Site Supervisor. The Member's Site Supervisor will then provide written notification to the North Carolina LiteracyCorps Program Director within five days. After notification, the North Carolina LiteracyCorps will take appropriate action, including suspension of the Member's service and referral to a drug rehabilitation or "release for cause" consistent with the Corporation for National and Community Service rules on termination (dismissal) and suspension of Service.

## **16. Worker's Compensation Policy**

The North Carolina LiteracyCorps follows the same guidelines with regards to Worker's Compensation as those laid out by the University of North Carolina at Chapel Hill, as the North Carolina LiteracyCorps is housed at University of North Carolina at Chapel Hill. The University of North Carolina at Chapel Hill's Workers' Compensation program provides benefits to any employee who suffers disability through accident or occupational disease arising out of, and in the course of, her or his employment, according to the provisions of the North Carolina Workers' Compensation Act. This act applies to all University employees, whether full-time, part-time, or temporary. More information about the University of North Carolina at Chapel Hill's Worker's Compensation program can be located at [http://ehs.unc.edu/workplace\\_safety/worker\\_comp/](http://ehs.unc.edu/workplace_safety/worker_comp/).

## **17. Non-Discrimination Policy**

The North Carolina LiteracyCorps provides equal employment opportunities to all employees and applicants for employment, without regard to ethnicity, race, color, gender, national origin, age, ability, military and/or veteran status, gender identity or expression (perceived or actual), or sexual orientation/identity (perceived or actual) in accordance with applicable federal, state, and local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The North Carolina LiteracyCorps expressly prohibits any form of unlawful employee harassment based on ethnicity, race, color, gender, national origin, age, ability, military and/or veteran status, gender identity or expression (perceived or actual), or sexual orientation/identity (perceived or actual); furthermore, improper interference with the ability of employees to perform their expected job duties will not be tolerated.

Should a Member want to file a complaint, they should refer to sections 23-25 of this manual, located on pages 18-21.

## **18. Sexual Harassment Policy**

Unwelcome sexual advancements, requests for sexual favors, and other verbal or physical conduct of a sexual nature, constitute harassment when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or submission to or rejection of such conduct is used as a basis for employment affecting an individual; or such conduct has the purpose or effect of unreasonable interference with an individual's work performance, or creating an intimidating, hostile or offensive work environment.

Sexual harassment is illegal and contrary to the policies and procedures of the North Carolina LiteracyCorps. The North Carolina LiteracyCorps prohibits any Member, site supervisor, employee, intern, or volunteer from making unwelcome and unsolicited physical and verbal sexual advances, or engaging in other verbal or physical conduct of a sexual nature, when an individual's submission to that conduct is explicitly or implicitly made a term or condition of that individual's employment, or when that conduct creates an intimidating, hostile, or offensive working environment.<sup>2</sup>

Should a Member want to file a complaint, they should refer to sections 23-25 of this manual, located on pages 18-21.

## **19. Reasonable Accommodations Policy**

In order to ensure that the North Carolina LiteracyCorps is as inclusive of and accessible to people with disabilities as possible, requests for Reasonable Accommodations (defined as a "[m]odification or adjustment to a job application process that enables a qualified applicant with a disability to be considered for the position; [m]odification or adjustment to the work environment in which a position is customarily performed that enables a qualified individual with a disability to perform the essential functions of that position; [and/or a m]odification or adjustment that enables employees with disabilities in a particular organization to enjoy the same benefits and privileges as the organization's non-disabled employees")<sup>3</sup> may be made at any time, either in writing or via electronic or verbal communication, to the North Carolina LiteracyCorps Program Director. The Program Director will reply to said requests within 10 business days, and, if necessary, will also file a "Application for AmeriCorps Reasonable Accommodations Funds Reasonable Accommodation Request 2011-12" with the North Carolina Commission on Volunteerism and Community Service in order to try and procure and funding and/or equipment to fulfill the Reasonable Accommodations request.

## **20. Anti-Human Trafficking Policy**

The North Carolina LiteracyCorps AmeriCorps Project, is staff, Members, volunteers, service sites, and service site staff, in accordance with Section 106(g) of the Trafficking Victims Protection Reauthorization Act of 2008, shall neither "[e]ngage in severe forms of trafficking in persons during the period of time that the grant is in effect;" "[p]rocure

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<sup>2</sup> Adapted from *North Carolina Coalition Against Sexual Assault Employee Handbook*

<sup>3</sup> Retrieved from the web August 19, 2011, at <http://www.volunteernc.org/library/pdfs/manual/2011-2012/2011-2012%20PD%20Manual%20PDF/New%20Chapter%208/Chapter8%20Inclusion%202011%202012.pdf>

a commercial sex act during the period of time that the grant is in effect;" nor "[u]se forced labor in the performance of the grant or subgrants under the grant."<sup>4</sup>

"Severe forms of trafficking in persons" is defined as:

(A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(9) SEX TRAFFICKING.—The term ‘sex trafficking’ means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act."<sup>5</sup>

Additionally, should any North Carolina LiteracyCorps staff, Member, volunteer, service site, and/or service site staff believe they have encountered an instance and/or victim of human trafficking, they will immediately contact the National Human Trafficking Resource Center for assistance, which operates a toll-free, 24 hour, 7 days a week, 365 days a year hotline, at 1-888-3737-888.

## **21. Member - Staff Relations**

The North Carolina LiteracyCorps staff are here to help support and assist Members through their Term of Service. All participants in the North Carolina LiteracyCorps must conduct themselves in a professional manner, treating other Members, North Carolina LiteracyCorps staff, Service Site staff, and clients with courtesy and respect. To maintain a professional atmosphere, North Carolina LiteracyCorps prohibits staff from engaging in any sexual behavior with Members. Furthermore, Site Supervisors may not engage in any sexual behaviors with Members, nor may Members engage in any sexual behaviors with clients.

## **22. Nepotism Policy**

Related persons may work at the same agency or Service Site. However, the North Carolina LiteracyCorps Program Director must avoid placing related persons in supervisor—supervisee relationships or other roles that may lead to a conflict of interest. The North Carolina LiteracyCorps Program Director will not, however, extend the “Nepotism Policy” to the point where it results in unlawful discrimination or preferential treatment.

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<sup>4</sup> Retrieved from the web on August 3, 2011, at [http://www.americorps.gov/help/ac\\_sn\\_2008\\_prov/J\\_TRAFFICKINGIN\\_PERSONS.htm](http://www.americorps.gov/help/ac_sn_2008_prov/J_TRAFFICKINGIN_PERSONS.htm)

<sup>5</sup> Retrieved from the web on August 3, 2011, at <http://www.state.gov/documents/organization/10492.pdf>

## **23. Grievance Procedures and Grievance Hearing Process**

Please see page 29 of this manual for an “Acknowledgement of Receipt of Policies and Procedures Manual and Grievance Procedure” signature page that Members must read and sign, which confirms the Manual and Grievance Procedure were received and read.

The purpose of this Grievance Procedure is for the filing and adjudication of grievances from AmeriCorps Members and other interested parties.

These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of Members and displacement of employees, or duplication of activities by AmeriCorps.

## **24. Member Appeal**

A grievance must be filed within one year of the alleged occurrence. However, if a Member is terminated due to fraud or criminal activity, the decision is binding and the Member is ineligible to file a grievance related to reinstatement.

### **A. Member Appeal Process**

The North Carolina LiteracyCorps provides a fair and equitable appeal process that allows the decision to terminate a Member’s service to be heard by a panel of Members and Project Staff, called the Member Review Panel. The Member Review Panel is made up of two North Carolina LiteracyCorps staff and three AmeriCorps Members. Majority vote prevails as decision.

The appeal hearing is an informal hearing in which the North Carolina LiteracyCorps Program Director and Member can both be heard before an impartial panel. The person conducting the hearing may not have participated in any previous decision concerning the issue in dispute. The purpose of the hearing is to establish facts and assess the substance of the decision for termination of service and dismissal from the North Carolina LiteracyCorps. The Director of the North Carolina LiteracyCorps will facilitate the appeal process according to the following procedure.

### **B. Appeal Procedures**

After receiving a letter of termination from the North Carolina LiteracyCorps Program Director, a Member has from one year of the occurrence to file an appeal. If a Member appeals, the Member will be on a “leave without stipend status,” pending a final decision on the appeal and applicable benefits will not be paid out until that time. Failure by the Member to file a written request for appeal, including the position statement, within one year will constitute abandonment of all appeal rights.

Appropriate forms for filing a request for an appeal are as follows:

#### **1. Request for Appeal:**

A formal written Request for Appeal must be filed with the North Carolina LiteracyCorps Program Director, and must include a Position Statement. If the

appeal involves a dispute between a Member and the North Carolina LiteracyCorps Program Director, the appeal should be filed with SCALE's Executive Director.

## **2. Position Statement:**

The Position Statement should contain the decision, action or policy that adversely impacted the Member, the basis on which the action is wrong or unfair, the Member's proposed resolution, and a list of witnesses and/or documents that support the Member's position.

After the request for appeal is filed, North Carolina LiteracyCorps staff must identify the list of witnesses and/or documents that may be called to the hearing. The scope of the hearing will be limited to the issues and witnesses identified in the position statement.

## **C. The Facilitator**

To ensure that the hearing process is completed in a consistent and efficient manner, the Member Review Panel will function with a facilitator. The Executive Director of SCALE, or someone appointed by the SCALE Executive Director after consultation with the Commission, will facilitate.

## **D. The Hearing**

An effort will be made to hold the hearing in a place convenient and accessible to everyone participating in the hearing. The hearing will be held no more than twenty days after receipt of the completed Request for Appeal. There may be special circumstances for postponing the hearing but it will still need to occur within 30 days of filing.

The Member Review Panel may access confidential information that may have significance to the recommendation of termination. Panel Members will sign a Statement of Confidentiality prior to each hearing.

## **E. Conduct of the Hearing**

Each party will be given up to one hour to present any oral or written testimony on the events leading to the decision to terminate and any pertinent information to justify the appeal, including witnesses. Any additional time needed for presentations must be approved by the facilitator. Questions by the panel Members will not be charged against the time period for presentations. Each party will be given fifteen minutes for a closing summary. Legal and/or personal representatives will not be present during this proceeding. Persons with disabilities requiring assistance may utilize a qualified interpreter and/or reader. All hearings will be recorded.

## **F. Decisions of the Panel**

The decisions of the Member Review Panel will be consistent with North Carolina LiteracyCorps policy. Panel decisions are to be made within 60 days of filing after completion of the hearing. The Member Review Panel chairperson will prepare a written statement of findings and decision. The Member Review Panel will either recommend reinstatement or uphold termination. Once the final decision is made,

the Member Review Panel will notify involved parties within three days of receipt of the final decision. A decision will be rendered within 60 days of when the grievance is filed.

### **G. Binding Arbitration**

An aggrieved party may request binding arbitration if the Member Appeal Process decision is adverse or if no decision is made within 60 days of the filing of the appeal. 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 written request from one of the parties.

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

The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as the prevailing party's attorney's fees.

## **25. Optional Alternative Dispute Resolution Process**

Members are encouraged to actively engage in problem-solving and conflict resolution. Members are asked to openly discuss with their supervisor any work related or personal problem that is adversely affecting their work. If the problem continues, the North Carolina LiteracyCorps Program Director will review the situation and develop alternative solutions. If the problem remains unresolved, disciplinary steps may be taken against the site, the Member, or both.

The North Carolina LiteracyCorps Program Director will also take steps to resolve problems that are adversely affecting a Member's service. The North Carolina LiteracyCorps Program Director, in consultation with the Member, will develop a plan to remedy the situation. Prior to pursuing the full grievance procedure, the Member may choose to participate in an optional Alternative Dispute resolution Process (ADR), but this option must be selected within 45 days of the underlying dispute. If an aggrieved party 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. If ADR is chosen by the aggrieved party, the deadlines for convening a hearing and of a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a

hearing. At any time, the aggrieved party may decline ADR and proceed directly to the grievance hearing process.

Grievance procedures have been established to assist Members in settling service-related matters. Members may initiate the procedures if they believe that an action taken by a Site Supervisor, another Member, or a North Carolina LiteracyCorps Project staff member will or may have an adverse impact on their service status. There is a separate procedure established in regards to sexual harassment and other forms of harassment Members may be experiencing.

## **26. Release and Dismissal Policy**

### **1. “At Will” Employment**

North Carolina LiteracyCorps Members are considered “at will” employees of SCALE at UNC Chapel Hill. Service is “at will” and may be terminated for any reason at the discretion of the Administrative Staff of UNC Chapel Hill. No employee or agent of UNC Chapel Hill is authorized to make any modification to this policy, or to extend an offer of employment for a definite period of time.

### **2. Reasons for Dismissal**

Reasons for involuntary termination may include, but are not limited to, reasons mentioned below (such as excessive absences, the inability or unwillingness of a Member to perform assigned work, or evidence of misconduct):

- I. The member may be released by the program from their term of service in the following two ways:
  - i. Suspension, as described in paragraphs (F) of this section; or,
  - ii. Termination.
- II. The member understand that he/she may be released for the following two reasons:
  - i. For cause, as explained in paragraph (C) of this section; or
  - ii. For compelling personal circumstances as defined in paragraph (D) of this section.
- III. The program will release the member for cause for the following reasons:
  - i. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the program director;

- ii. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
  - iii. The member has committed a fourth offense in accordance with paragraph (E) of section VI of this agreement;
  - iv. The member has committed any of the offenses listed in section VI(C) 6-10; or
  - v. Any other serious breach that in the judgment of the program director would undermine the effectiveness of the program.
- IV. The program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:
  - i. The member has a disability or serious illness that makes completing the term impossible;
  - ii. There is a serious injury, illness, or death of a family member that makes completing the term unreasonably difficult or impossible for the member.
  - iii. The member has Military service obligations;
  - iv. The member has accepted an opportunity to make the transition from welfare to work; or
  - v. 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.
- V. Compelling personal circumstances do not include leaving the program:
  - i. To enroll in school;
  - ii. To obtain employment, other than moving from welfare to work; or
  - iii. Because of dissatisfaction with the program.
- VI. The program may suspend the member's term of service for the following reasons:
  - i. During the term the member requests a suspension based on compelling personal circumstance, 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 their 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.

- ii. 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.)
  - iii. 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 that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowances or credit for any service hours missed.
- VII. The program may suspend the member's term of service for violating the rule of conduct provisions set forth in paragraph (C) of Section VI of this agreement.
- VIII. If the program releases the member for cause or compelling personal circumstance, the member will cease to receive the benefits described in paragraphs (A) and (C) of Section V.
- IX. 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.
- X. 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.

The North Carolina LiteracyCorps Program Director will notify the Member verbally and in writing of the termination of service.

### **3. Personal Circumstances**

The North Carolina LiteracyCorps project has the authority to define the personal circumstances by which a Member may be released (e.g. death in the family, chronic illness, welfare-to-work status, employment-related relocation of a spouse). These reasons will be determined on a case-by-case basis. Reasons such

as dissatisfaction with assignments, the desire to return to school, to move to another part of the country, or to take a job **do not justify such a release**. If a Member wishes to be released from service for compelling personal circumstances, she or he must:

1. Meet with the North Carolina LiteracyCorps Program Director to discuss the terms of the release;
2. Provide a written letter to the North Carolina LiteracyCorps Program Director outlining the reasons the Member is seeking wish to be release from the program;
3. Complete an exit form;
4. Complete any and all assessments and evaluations.

The North Carolina LiteracyCorps may grant the release and recommend a portion of the Educational Award equal to the portion of the term served if the Member has served at least 15% of her or his Term of Service (255 hours for Full-Time Members and 135 hours for Half-Time Members).

Any person who drops out of an AmeriCorps program without obtaining a release for compelling personal circumstances is considered an immediate termination. A Member released for the aforementioned reasons and other reasons deemed by the North Carolina LiteracyCorps Project **might not receive any portion** of the Education Award.

The North Carolina LiteracyCorps Project will release any Member convicted of a felony during his or her term of service with the North Carolina LiteracyCorps. Any Member officially charged with a felony, or sale or distribution of a controlled substance, will have his or her service suspended without pay and without receiving credit for hours missed.

#### **4. 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, including:
    - Grant-writing
      - Fundraising
      - Any activity involving attempting to influence legislation or an election or aid a partisan political organization;

- Helping or hindering union activity;
  - 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;
  - Engaging in any form of religious proselytization;
  - Organizing or engaging in protests, petitions, boycotts, or strikes;
  - Voter Registration drives;
  - 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;
  - Or providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a religious organization, or a non-profit that engages in lobbying.
  - Members may not provide abortion services or make referrals to such services, including members enrolled prior to October 1, 2009.
- B. The member is expected, at all times while acting in a official capacity as an AmeriCorps member, to:
1. Demonstrate mutual respect towards others.
  2. Follow directions.
  3. Direct concerns, problems, and suggestions to the AmeriCorps Program Director.

- 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. See Drug Free Workplace Explanation in italics at the end of this section.
  10. \*\*Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
  11. \*\*Falsifying timesheets.

**\*\*These violations will result in immediate termination of the member's term of service.**

- D. You must immediately notify the AmeriCorps 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 action will be taken for violation of this.
- E. In general, for violating the above stated rules in section 4(C), 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 or in cases where immediate termination has been specified, 6-10):
1. For the member's first offense, the member will participate in an informal coaching session with the program director.

2. For the member's second offense, the member will participate in a second coaching session with the program director and receive a written reprimand from the program director.
  3. For the member's third offense, the member will be suspended for one day and will not receive credit for service hours missed. The member will use this day to draft statement of recommitment to the program and plan of action to address the situation or issue.
  4. For the member's fourth offense, the program may release the member for cause.
- F. The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (B), (C), and (F) of section 4 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.

## **5. Disclosure**

Any Member dismissed from North Carolina LiteracyCorps who wishes to reapply to this or any other AmeriCorps program is required, at the time of application, to disclose the circumstances of his or her dismissal. Failure to disclose prior dismissal from an AmeriCorps program, or the cause for that dismissal, when applying to an AmeriCorps program will render an individual ineligible to receive the Education Award, notwithstanding the successful completion of the Term of Service.

## **27. Member File Review**

A Member may submit a request to inspect and/or copy any program-related documents in her or his file. All such requests should be submitted to the North Carolina LiteracyCorps Program Director. Within seven days of the request, the Member will be notified of a time and place to review and/or copy the file. North Carolina LiteracyCorps staff may be present during this review. If a Member wishes to review her or his Service Site file, the Member must follow the Service Site's policies and procedures. Failure to obtain prior authorization in either case renders the Member subject to service termination.

## **28. Background Check Policy**

The North Carolina LiteracyCorps program is required to conduct a **National Service Criminal History Check\*** as a part of the screening process prior to hiring and enrolling new Members. Prior to enrolling Members, the North Carolina LiteracyCorps Program Director meets with each potential Member to verify the applicant's identity by

examining the applicant's government-issued photo identification card, such as a valid driver's license or US passport. The North Carolina LiteracyCorps Program Director then certifies the applicant's identity by having the applicant and the UNC School of Education Human Resources Department complete the I-9 form.

- Acceptance into the North Carolina LiteracyCorps is contingent upon satisfactory results of a criminal and National Sex Offender Registry background check. For the purposes of the National Sex Offender Registry Check, satisfactory results mean that the applicant's name was entered into the National Sex Offender Registry and that no results came back. Anyone listed or required to be listed on a sex offender registry is ineligible to serve. Anyone convicted of murder, as defined and described in section 1111 of title 18 United States Code, is ineligible to serve. Any individual who refuses to consent to a check or provides false information is not eligible to serve in a covered position; anyone who is registered or required to be registered on a State Sex Offender Registry is deemed unsuitable and may not serve in a covered position.
- If the background check returns potentially negative results that may disqualify a potential Member from serving, the North Carolina LiteracyCorps program will share the results of the background check with both the Service Site and the potential Member within 7 days of receiving the results. The potential Member will then have 7 days to provide a written response to the North Carolina LiteracyCorps Program Director explaining or defending the results. The North Carolina LiteracyCorps will notify the potential Member of denial or acceptance into the program within 7 days of receiving the written response to the results. Results of background checks will remain in confidential, locked, and secure Member files at the SCALE office. An explanation does not guarantee enrollment or placement in the program.
- \*A National Service Criminal History Check consists of (1) a State criminal registry search, which involves a search of State law enforcement and court records (by name and/or fingerprint) to determine whether an applicant has a criminal history, (2) a National Sex Offender Public Website (<http://www.nsopw.go>) check, which consists of individuals that are required by their States to register as sex offenders, and (3) an FBI fingerprint-based criminal history check. The name-based State criminal registry search must be conducted in at least two states (the state the Member is applying from and the state the program is located in). If the applicant resides in the same state as the program he/she is applying to, the two state rule does not apply (as noted in the Corporation for National and Community Service's Code of Federal Regulations). The North Carolina LiteracyCorps uses the vendor Mind Your Business for the name-based check for in-state applicants.
- The North Carolina LiteracyCorps program uses the results of the National Service Criminal History Check to determine whether or not to offer an AmeriCorps position to a potential applicant. The program typically does not enroll any Members until it receives, reviews, and deems the results of the National Service Criminal History Check to be satisfactory; however, if a situation arises where results of the National Service Criminal History Check are pending and the Member is allowed to serve, that Member is not permitted to have access to children, persons age 60 or older, or individuals with disabilities without being

accompanied by an authorized program representative who has been previously cleared for such access.

- To add an AmeriCorps Member to payroll at the University of North Carolina at Chapel Hill, the Member must undergo a second, supplemental background check that is conducted by the University of North Carolina's Office of Public Safety after the Member starts AmeriCorps service. The Background Investigator will conduct an investigation in all North Carolina counties in which the applicant has lived and/or worked to the extent known to the University to determine whether there is any criminal conviction that may affect the hiring decision. Criminal conviction checks will also be made for certain other states as listed on the "Authorization for Criminal Conviction Check."
- In addition, as part of the ongoing effort to increase campus safety and security, the University is improving and restructuring the University's criminal convictions checking process. Effective October 1, 2007, the University will start providing a nationwide criminal conviction check, which represents a significant increase from the number of states currently checked. In addition, the University is initiating residence history verification as part of the criminal convictions checking process so that criminal convictions checks will no longer rely solely on applicant self-disclosure. Also, the criminal convictions check will now include all counties where an applicant has lived or worked, rather than just the counties where an applicant has resided.
- To provide this nationwide check, including the residence history verification, the University will utilize the out-of-state services provided by an external vendor, Castle Branch, Inc., ("Castle Branch") with the in-state background checks provided by the Department of Public Safety ("DPS") Criminal Check Division. Castle Branch currently holds the master background check contract with the UNC system and is providing service to a number of other UNC campuses.
- If either the National Service Criminal History Check or the University of North Carolina's criminal convictions check return potentially negative results that may disqualify a potential or current Member from serving, the results will be shared with both the Member and the site supervisor according to the 7-day policy mentioned above. National Service Criminal History Check results will be kept in the secure Member files at the SCALE office. University of North Carolina criminal convictions check results are kept in the School of Education's secure personnel files located in the Business Office. Background checks are performed to provide local sites with information about the past criminal activity of a potential employee or national service volunteer. Information from the second, supplemental background check performed by the University of North Carolina at Chapel Hill's Office of Public Safety may be used as a reason for terminating Member service.

## **29. Service Site Compliance Policy**

In order to help ensure the success of the North Carolina LiteracyCorps program and to help ensure that Members have a successful Term of Service, Service Sites are required to comply with specific expectations, including:

- Reading, signing, and upholding the North Carolina LiteracyCorps Project Policies and Procedures Manual (and all subsequent amendments);

- Reviewing all Member applications received by the North Carolina LiteracyCorps' determined due date, using standard interview questions provided by SCALE when interviewing Members, reviewing references provided by potential Members, and completing the Fair Hiring Practices Worksheet;
- Abiding by the North Carolina LiteracyCorps criminal background check procedure when considering Members;
- Providing AmeriCorps Member(s) and the North Carolina LiteracyCorps Program Director with Member service descriptions, weekly schedules and service plan, and outlining the capacity building service of the Member at your agency;
- Recruiting a diverse pool of volunteers;
- Providing full-time Member(s) with the opportunity to complete 1,700 hours of service, half-time Members with the opportunity to complete 900 hours of service, and minimum-time Members with the opportunity to complete 300 hours of service by July 31, 2012;
- Providing a thorough site orientation for Member(s), including necessary site-specific literacy training, and appoint a lead supervisor for Members at your site. Please make sure the site is in compliance with SCALE's nepotism policy outlined on page 17 in the Policies and Procedures manual;
- Providing a thorough orientation for your staff regarding the role of AmeriCorps Member(s);
- Providing appropriate office space for Member(s);
- Meeting bi-weekly with Member(s) to discuss concerns, celebrate successes, make plans, and sign required documentation forms;
- Reviewing the Member timesheet and abiding by the Timesheet Policy;
- Submitting the Member timesheet by the 8<sup>th</sup> of every month to the North Carolina LiteracyCorps Program Director;
- Participating in pre- and post-evaluations of Learners to assess the quality of North Carolina LiteracyCorps Project;
- Requiring Members to collect and submit program evaluation data to SCALE and support Members as they complete online monthly reports;
- Completing Mid-Year and Final Member Performance Evaluations;
- Completing quarterly Project Partner Surveys and other technical assistance surveys developed by SCALE staff;
- Completing all required documentation forms in a timely fashion;
- Supporting Member(s)' "time off" during trainings/meetings, call-ups for disaster relief, AmeriCorps events, and AmeriCorps National Identity Days;
- Supporting Members in planning and executing community-based service projects that engage community Members, learners, and volunteers on days including, but not limited to, September 11<sup>th</sup> Week of Service and Remembrance (09/11-09/17/2011), MLK Day of Service (01/16/12), and during National Volunteer Week (04/16-04/22/2012);
- Maintaining regular contact with the North Carolina LiteracyCorps Program Director, including, but not limited to, active participation in quarterly North Carolina LiteracyCorps site visits;
- Providing SCALE with a memo stating the local Service Site mileage reimbursement rate and the hourly pay rate (including documentation of pay rate calculations) of local Service Site supervisors by September 9, 2011, and updating these memos when necessary;

- Reimbursing Members for mileage (calculated at the most current IRS rate or local Service Site rate at which Service Site staff are reimbursed) to attend required training and local travel required by the Service Site (this does not cover travel to the service site from home and back);
- Providing documentation of time and costs spent supervising Member(s) and mileage reimbursements by the **5<sup>th</sup> of each month**. The site contribution must come from nonfederal sources;
- Reimbursing SCALE \$5,725 for each Full-Time Member and/or \$3,875 for each Half-Time Member to help SCALE support AmeriCorps program operation costs, including but not limited to Member costs. Payment arrangements (one time, initial and mid-year, or quarterly payments) are negotiated for each Service Site. Payments will not be prorated for partial months regardless of the amount of Member service that month. The Service Site contribution must come from nonfederal sources. Failure to make timely payments could jeopardize the Service Site's eligibility to host AmeriCorps Members in the future;
- Providing reasonable accommodations for the known physical or mental disabilities of otherwise qualified Members and service recipients;
- Being accessible to people with disabilities;
- Complying with the Sexual Harassment Policy included in this manual;
- Complying with the Drug Free Workplace policy included in this manual; and
- Complying with the Anti-Human Trafficking policy included in this manual.

## **Acknowledgement of Receipt of Policies and Procedures Manual and Grievance Procedure**

I have read and understand the North Carolina LiteracyCorps Project/AmeriCorps Policies and Procedures Manual. I understand that acceptance into the North Carolina LiteracyCorps is contingent upon satisfactory results of a criminal and National Sex Offender Registry background check.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I acknowledge receipt of and have read the North Carolina LiteracyCorps' Grievance Procedure. I represent that I have been provided an opportunity to read the Grievance Procedure and ask questions about it, and I have read it and understand it. I further acknowledge that this Grievance Procedure supersedes any and all prior written statements, as well as any and all prior oral statements that may be contrary to the statements in this Grievance Procedure. I also understand the following:

- The purpose of this Grievance Procedure is for the filing and adjudication of grievances from AmeriCorps Members and other interested parties.
- These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of Members and displacement of employees, or duplication of activities by AmeriCorps.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please read, complete, sign, and detach this form and return it to the NC LiteracyCorps Program Director.**