



## THE NC LITERACYCORPS PROJECT 2011-2012 MINIMUM TIME MEMBER CONTRACT

### 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 NC LiteracyCorps 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 17 years of age (or at least 16 years of age if the member is an out-of-school youth and a participant in one of two types of youth corps defined under the National and Community Service Act of 1990, as amended).

### III. TERMS OF SERVICE

- A. The member’s term of service begins on September 1, 2011 and ends on July 31, 2012. The program and 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 an appeal procedure has resulted in reinstatement.
- B. The member will complete a minimum of 300 hours of service during this period.
- C. The member understands that to successfully complete the term of service (as defined by the program and consistent with the regulations of the Corporation for National Service) and to be eligible for the education award, he/she must complete at least **300** hours of service and satisfactorily complete pre-service training and the appropriate education/training that relates to the member’s ability to perform service.

- 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 a mid-term 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 service.
- E. The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

#### **IV. MINIMUM-TIME POSITION DESCRIPTION**

A. Purpose:

SCALE's North Carolina LiteracyCorps is a statewide consortium of AmeriCorps members working to build the capacity, impact, and partnership of community and campus based literacy programs. Part-time members will provide direct service tutoring, recruit and train volunteers, and implement capacity-building plans based on locally identified needs. Potential needs include volunteer recruitment and training, developing new and enhancing current community partnerships, assisting with scheduling and coordination tasks, and gathering data for local and project evaluation. NC LiteracyCorps members are neither employees nor volunteers; they are members of a National Service Program. SCALE will provide ongoing support for both members and community and campus-based sites through ongoing training, site visits, print resources, and conference calls. Minimum-time NC LiteracyCorps members will contribute 300 hours of service and, upon satisfactory completion of service, will receive an education award of \$1,175.

##### **Qualifications**

- High school diploma or GED and writing skills deemed adequate by the program director
- Strong commitment to community service
- Previous education and/or experience working with young children and/or adult learners preferred
- Proof of no previous conviction or substantiation of child abuse, violent or sexual crimes
- Ability to work well with a diverse population of people
- Reliable transportation
- Completion of 300 hours of service by July 31, 2012.

- Acceptance into the NC LiteracyCorps is contingent upon satisfactory criminal and Sex Offender Registry background check results. If the check returns potentially negative results that may disqualify a potential member from serving, the program will share the results of the 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 explaining or defending the results. The NC LiteracyCorps will notify the potential member of denial or acceptance into the program within 7 days of receiving the written response to the results.
- Satisfactory proof of employment eligibility and citizenship

### **Essential Functions**

- Members must adhere to a consistent service schedule and demonstrate reliability and seriousness of purpose.
- Members must be able to read to young children and/or adult learners.
- Members must complete paperwork on time.
- Members must be able to communicate effectively with everyone involved in the project – community members, college staff and volunteers, AmeriCorps Program director, service recipients.
- Members must demonstrate an ability to understand and implement project service plans, program policies, regulations, objectives, and activities.

### **Member Responsibilities**

- Enhance the quality and effectiveness of community or campus-based literacy programs by serving as a tutoring program leader in a community organization for approximately 10-15 hours a week.
- Develop a volunteer recruitment plan targeted towards recruiting diverse volunteers.
- Conduct in pre and/or post evaluations (varies by site) on Learners to assess quality of NC LiteracyCorps Project.
- Collaborate with other community sites to define needs in the community.
- Assist with training of tutors or volunteers.
- Perform other program service duties as requested by local supervisor.
- Attend all required AmeriCorps trainings and meetings conducted by SCALE
- Work with fellow LiteracyCorps members to plan and conduct 3<sup>rd</sup> quarterly training.
- Participate in SCALE technical assistance activities such as conference calls and site visits.
- Receive certification in Adult and Child CPR and First Aid; Assist in disaster preparedness activities as needed.
- Participate in National Identity Days such as: 9/11 Day of Service, Make A Difference Day, Martin Luther King Jr. Day of Service, National Volunteer Week and AmeriCorps Week. Work with placement site and other LiteracyCorps members to plan and implement a local, community-based service-learning project for Make a Difference Day.
- Complete all required paperwork including but not limited to required enrollment documentation, self-evaluations, end-of-year survey, healthcare enrollment or waiver, loan deferment documents.

## **V. BENEFITS**

- A. 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 a minimum-time term, the minimum-time member will receive an education award in the amount of \$1,175 (before taxes)
1. 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.
- B. 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.

## **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 others.
  3. Engage in any AmeriCorps prohibited activities that include:
    - 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**

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

*In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the NC LiteracyCorps. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the program. Therefore, the AmeriCorps program prohibits drug or alcohol abuse on the part of its members. A site sponsor agency and/or its project may require members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use. If an AmeriCorps member is arrested for or convicted of a drug offense, the member must notify their Project Supervisor who will notify the LiteracyCorps Program Director in writing within five days. The NC LiteracyCorps will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension 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 we will take action for violation of this.
- E. In general, for violating the above stated rules in section VI(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 VII of this agreement 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 their term of service in the following two ways:
1. Suspension, as described in paragraphs (F) of this section; or,
  2. Termination.
- B. The member understand 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 program director;
  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. The member has committed any of the offenses listed in section VI(C) 6-10; or
  5. Any other serious breach that in the judgment of the program director 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 that 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 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 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.
  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 that he/he 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.

- G. 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.
- H. 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.
- 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 grievance procedures in place to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment. Grievance procedures are outlined in the Policies and Procedures Manual and should be reviewed by the member before signing this contract.
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the program's grievance procedures.

#### **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.

\*This Contract is binding based on the availability of funds.

\_\_\_\_\_  
AmeriCorps Member Name

Lynne Walter  
\_\_\_\_\_  
AmeriCorps Program Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name and Address of Assigned Site: SCALE; 101 E. Weaver Street, Suite 201; Carrboro, NC 27510

Name and contact information of Site Supervisor: Tyisha Figueroa  
[tyishaf@email.unc.edu](mailto:tyishaf@email.unc.edu)  
(919) 962-1542

Member Schedule: