

# **Pennsylvania Mountain Service Corps**

# **PMSC**



## **2011-2012 Program Handbook**

*Join us for an AmeriCorps Season of Service*



“All labor that uplifts humanity has dignity and importance and should be undertaken with painstaking excellence.” Dr. Martin Luther King

### Tradition of Service

The AmeriCorps program was created in the spirit of Community Service, which has been a traditional and integral part of our American history. In 1933, President Franklin D. Roosevelt organized the Civilian Conservation Corps, which is responsible for having built many of our nation’s parks and conservation areas. Following WWII, the GI Bill was created and military service to our country was awarded with educational benefits. In 1960, President John F. Kennedy sought to relieve international distress and poverty by citizen service abroad, through the creation of the Peace Corps. In 1964, President Lyndon B. Johnson was instrumental in the creation of the VISTA program as a domestic Peace Corps to address community issues here at home.

Experimental youth and senior service programs sprang up all over the country during the 1970’s and 1980’s, depending primarily on the political climate. With this movement, the private and nonprofit sectors began to play a substantial role in both advocacy for, and the development of, volunteer and citizen service.

In 1990, President George H. Bush developed the Commission on National and Community Service to engage U.S. citizens in community programs designed to combat illiteracy and poverty, and to address environmental issues. Further expansion of national service took place in 1993 with the signing of the National Community Service Trust Act by President William J. Clinton. This law created a national headquarters that would administer the funds set aside to support community service programs including VISTA, The Senior Corps, Learn and Serve, and a newly created AmeriCorps.

In 1994, community leaders met to propose the submission of a grant that would allow this rural region of Pennsylvania to receive some of the federal funds set aside for community service. As a result of that initial meeting, The Appalachia Intermediate Unit 8 became the administering agency for the regional AmeriCorps initiative and The Pennsylvania Mountain Service Corps was created.

The PMSC began with a 40 member Corps and one program manager. The PMSC partnered with non-profit and governmental organizations across 10 Pennsylvania Counties, and addressed all four major

AmeriCorps initiatives: education, human needs, public safety, and environment.

Then, in 2001, following the September 11 tragedies, President George W. Bush asked all Americans to give at least two years or 4,000 hours over their lifetime, and on July 3, 2003, President Bush signed the Strengthen AmeriCorps Program Act, which nearly doubled the number of AmeriCorps members.

In 2009, the Serve America Act was passed under President Barack H.Obama continuing the legacy of expanding national service opportunities.

As the PMSC begins our 18<sup>th</sup> program, we will have 110 full-time, 15 part-time, and 30 minimum time members, with a staff of 5, serving within a core 16 county region with a statewide environmental initiative. Since the inception of the PMSC AmeriCorps program, thousands of students have been tutored in math and reading, thousands of seniors and families provided with services that would have otherwise gone undone, hundreds of after-school and educational activities presented to at-risk youths, hundreds of miles of water tested and cleaned up, thousands of volunteer hours generated, and a unique collaborative effort of community organizations formed.

### **Pennsylvania Mountain Service Corps - Demographics**

Southwestern-South-Central Pennsylvania is a predominantly rural area whose cultural history and economic success was largely built upon the coal, steel, and railroading industries. However, over the last thirty years, these industries that helped the region prosper, began to decline. This decline brought with it high unemployment, a depressed economy, watersheds destroyed by acid mine drainage, and lands scarred by abandoned mines and rail corridors.

The Pennsylvania Mountain Service Corps serves Allegheny, Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Fayette, Franklin, Fulton, Greene, Huntingdon, Indiana, Somerset, Washington, and Westmoreland counties. According to the 2000 Census, this 16 county region has 3,024,576 people. The population pattern for all of Pennsylvania has been one of increase except for the Southwestern-South-central part of the state. According to The Pennsylvania State Data Center, the population of the nine-county region has declined overall, and as much as 6.9% from the 1990 to the 2000 census figures.

Poverty rates in Pennsylvania has a 12.3% poverty rate according to The Economic Research Service of The U.S. Department Of Agriculture; and eleven counties served by the PMSC have a higher overall poverty rate than that of the state, with three counties exceeding 16%. In addition, Fayette County has a 20.8% poverty rate, and is designated as a distressed county by the U.S. Department of Commerce, as well as a Federal Enterprise Community by the U.S. Department of Agriculture. The median household income for Pennsylvania according to the 2000 census is \$40,106. In the region to be served, the median household income was lower than the PA average in five counties, and as low as \$34,050.

### **Pennsylvania Mountain Service Corps Mission**

Pennsylvania Mountain Service Corps, through a strong ethic of community service and regional partnerships, commits to educating and mentoring children, youth and adults, strengthening families and communities, restoring and conserving the environment, and engaging citizens in the spirit of community service, across our sixteen-county region of Pennsylvania.

Research shows there to be a direct correlation between poverty, literacy rates, and overall academic achievement. The PMSC partners with the region's educational facilities to offer mentoring and tutoring, after school programs, and adult education assistance in order to achieve an increase in mastery of key life skills.

With the continuing decline in economic conditions due to the closure of many industries throughout the region, more families and communities have been identified as “at-risk.” The PMSC partners with regional social service agencies to provide outreach and counseling in areas such as child and spousal abuse, victims’ services, drug and alcohol abuse, community service referrals, and preventative health issues, in an effort to improve the quality of the population’s basic human needs.

The PMSC also addresses the region’s environmental issues through recreational development, watershed restoration, water quality testing, restoration survey and design, GIS mapping, agricultural conservation plans, and environmental education; in order to improve regional environments, encourage community stewardship, and to foster economic growth.

Additionally, the PMSC develops community awareness and leadership skills through the promotion of volunteerism within the region’s communities by documenting over 30,000 hours of volunteer participation in community service projects each year.

Finally, the PMSC will achieve our proposed goals during the 2011/2012 program by partnering with over 90 regional organizations, including school districts, crisis centers, conservation districts, and faith-based organizations.

**Eighteen Program Years 1994-2011**  
**“Getting Things Done!”™**

2011/2012 marks the eighteenth program since 1994 for The Pennsylvania Mountain Service Corps! In the spirit of “Getting Things Done,”™ the PMSC held to the mission of healing both land and people through the talents and dedication of many individuals. Throughout the previous seventeen years of PMSC, there have been many outstanding accomplishments that include:

**Education**

- Providing over 15,000 students with Service Learning Activities
- Tutoring/ Mentoring over 65,000 youth grades K – 12
- Tutoring over 165 Adults for their GED attainment
- Providing over 100,000 K-12 and adults with educational enrichment programming

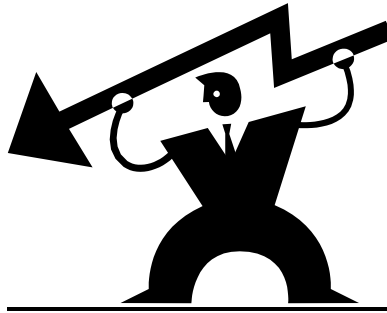
**Environment**

- Receiving The Governor’s Excellence Award for environmental education
- Gathering data to allow cleanup of nearly 10,000 square miles of watershed
- Gathering and testing over 15,000 water samples from 16 counties in cooperation with Pennsylvania Department of Environmental Resources
- Creating computerized databases and logging lab data from numerous water quality sampling sites
- Conducting pre-construction surveys for artificial wetland ponds
- Completing surveys and designs of various improvement projects
- Completing a series of historical interpretive pamphlets for artifacts and buildings along former railways turned trails
- Receiving awards for work in the areas of Brownsfield Reclamation and Rural Planning
- 2009 Environmental Organization Of The Year – Cambria County Conservation

**Human Needs**

- Serving nearly 25,000 people in conjunction with county food banks
- Over 100,000 individuals have received health/family counseling

- Over 75,000 Individuals benefited from life skills development training led by PMSC members
- Over 34,000 individuals received case management from PMSC members
- Over 10,000 individuals participated in substance abuse counseling



## Program Design

### Minimum Requirements of Member Application

To be considered for a PMSC/AmeriCorps position, applicants must meet certain general requirements:

- **Be at least 17 years of age at the time of orientation.**
- **Be a U.S. Citizen or U.S. national or a lawful permanent resident alien of the United States (individuals who are in the United States under a student, work, or tourist visa are not eligible to become AmeriCorps members.)**
- **Possess a minimum of a high school diploma or GED (or agree to obtain one while serving). (If 17 and in high school – agree by signature that high school is not being dropped to serve in AmeriCorps)**
- **Complete the PMSC application and submit the required documentation if selected to serve (e.g. clearances, birth certificate or passport, Social Security Card, etc.).**
- **Complete the selections process, as set forth by the PMSC and approved Service Sites.**
- **Obtain satisfactory Act 151 (Child Abuse), Act 34 (Criminal) Clearances, FBI Clearance, and national sex offender’s registry clearance.**

### Member Placement and Site Assignment

The PMSC is a clearinghouse for member applications. Member applications are received by the PMSC and made available to service sites for review, establishment of interviews, and the final acceptance process. Service site must interview, and selected an individual for their position, observing all applicable equal opportunity laws and regulations. Once selection has been made, the PMSC is notified and processing for entrance into the PMSC is initiated. PMSC members are selected through a competitive application process for a commitment of at least one term of service.

Members may earn the equivalent of two full-time education awards, and serve no more than a total of four terms at a PMSC approved service site or any other AmeriCorps national or state program. In other words there are several scenarios for service depending on host site needs and the availability of positions with an individual AmeriCorps program. Additional terms may be possible through AmeriCorps VISTA or NCCC. Please check with the program manager for more information.

The PMSC recognizes that circumstances, on occasion, may lead to the need for new assignments for members. In this instance, PMSC will make every attempt to find a placement for a displaced member; however, PMSC cannot guarantee placement. **Simply being dissatisfied with a site assignment does not constitute a reason for reassignment.** Reassignment generally takes place when a host site is no longer able to support a member position for various reasons. This reassignment would be at the digression of the host site and the PMSC Manager.

### **PMSC Member Service Description/ Do's and Don'ts**

A member's term of service requires 1700 hours for a full-time position, 900 hours for a part-time position, and 300 hours for a minimum time position. Terms of service are generally within a designated time period of 12 months. The specific service responsibilities of the member(s) will vary between each service site. AmeriCorps members are not considered *volunteers, workers, staff, or employees*; instead, a member is simply that, a *member* of a national service organization. There are general responsibilities each PMSC member must follow. Members will:

- **Aid in developing community service programs at the service site.**
- **Work continually toward the development and practice of leadership.**
- **Develop a working relationship with the service site community.**
- **Participate in training activities.**
- **Develop personal and professional goals and track achievements.**
- **Work with service site supervisors and regional coordinators to keep the PMSC informed of progress and challenges.**
- **Attend PMSC required service projects and trainings.**
- **Complete and participate in all forms of external and internal evaluation as directed by the PMSC**
- **Commit to fulfilling the mission of PMSC with professionalism and integrity.**

#### **Members may NOT:**

**Members are not permitted to fill in for an absent employee.** By law, members may not under any circumstances perform services, duties, or activities that had been assigned to an employee or to an employee who recently resigned or has been discharged. **Service sites may not select a current employee as an AmeriCorps member. Members who are tutoring or providing classroom support may not act as a substitute teacher within the same school district, or "fill-in" for a busy or absent teacher.**

**Member's primary duties should NOT include grading papers, making copies, bus duty, or other "busy work". This is a federal grant, and our education objective is to provide direct service such as tutoring, mentoring, after school educational programming, or transitional services.**

**Members are not to count hours worked from home, or for extracurricular activities such as band rehearsal, coaching sports, etc. You must adhere to your approved position description. If you have questions on allowable activities, please check with your AmeriCorps coordinator.**

There are certain activities including lobbying, political, religious, or advocacy activities that AmeriCorps members may not perform in the course of their duties, while charging time to the AmeriCorps program, or at the request of program staff. Please check with your regional coordinator or the PMSC program manager prior to performing any service activity that may be outside of the scope of "allowable" or is not contained in the original position description.

In general, AmeriCorps members cannot assist their organizations with major fundraising efforts. However, CNCS policy permits some limited activities related to fundraising by AmeriCorps members to the extent that such activities:

- Provide immediate and direct support to a specific and direct activity;
- Fall within the program's approved direct service objectives;
- Are not the primary activities of the program;
- Are not for member match or the general operating budget;
- Do not involve significant amounts of time for any member. **(No more than 10% of total member hours)**

In general, AmeriCorps members can do some limited grant writing to the extent that such activities;  
**The grant proposal is not for the service site to achieve the match requirement, or to pay the organization's general operating expenses;**  
**Are not for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service or provided by any other federal agency.**

**Any change to the accepted service description as indicated in the member agreement requires written approval by the PMSC program manager. Copies of any adjustments made, will be filed with PMSC.**

### PMSC Staff

The site supervisors, PMSC regional coordinators, and the PMSC program manager are the links between the PMSC headquarters, the members, the service sites, and the communities. The PMSC staff is responsible for monitoring and supporting the members to ensure adherence to the goals set forth by the service sites and the PMSC. By providing resources and support, the site supervisors and the PMSC staff can work closely with the members who may need individual attention.

Regional coordinators are available to answer questions about the PMSC. They conduct regular service site visits and can handle issues that may arise. As resource people, regional coordinators will be available to assist members and service sites by offering technical assistance and support with any PMSC or service site related problem.

The site supervisor's immediate contact is the PMSC regional coordinator. In addition to the duties mentioned above, regional coordinators will be responsible for supporting regional trainings and activities and helping to develop local networks.

The program manager serves as the state and federal liaison for the PMSC program. In addition, the program manager supervises the PMSC regional coordinators, mediates in conflict resolution negotiations, coordinates the general program's fiscal responsibilities, and develops PMSC program policy.

### Communication Flow

In order to maintain the continuity of information flow, lines of communication have been developed. The member should start from the level closest to their position and work their way up the chain of command. The flow chart found in the appendix visually depicts the process.

Site supervisors should identify a secondary site supervisor that could be called upon or referred to if the primary site supervisor is unavailable. A form will be provided to the site, and kept on file with the

PMSC, to indicate authorized site supervisor signatures for all PMSC documentation. Members and site supervisors should view the regional coordinator as their immediate contact with PMSC. If the regional coordinator is not able to answer questions that arise, he/she will direct the questions to the program manager.

Regional coordinators can also be helpful in conflict management and can mediate unresolved issues. The member or site supervisor should contact the regional coordinator as soon as an issue arises so the regional coordinator can help.

### Site Visits

The primary responsibilities of regional coordinators include monitoring programs, maintaining communication with service sites and members, and building and maintaining PMSC relationships. This is done via telephone calls, written correspondence, e-mail, and most importantly, regular service site visits. This interaction is considered, by PMSC, key to a successful year of service.

At the visit, the regional coordinator may meet with the member and the site supervisor both individually or as a group. The regional coordinator is there to answer any questions, discuss issues that have arisen, talk with the member and site supervisor about what the member is doing, and hear success stories. Visits add to the information that the regional coordinator uses to monitor the service site and the member, and ensures that they are on track for achieving the goals set for the year.

### Public Relations/ Media Relations/Press Tips

Members and service sites are often the focus of attention and scrutiny by the media, the government, the Corporation for National and Community Service, fellow members, service sites, and the community at large. Often these people want to learn more about AmeriCorps; and service sites and members are logical choices of resources from whom to get information.

During the initial training, members are given tips on how to address the media. General information is reviewed so the member can feel comfortable with the facts, figures, and history behind the PMSC. Once on site, members and site supervisors may be contacted by the media to talk about the PMSC. Members and site supervisors should answer questions honestly and openly. If questions arise that are unanswerable or may be better answered by one of the PMSC staff, the PMSC asks that the reporter be told to contact the program manager, or appropriate regional coordinator. Do not feel compelled to answer any questions that seem unnecessary or inappropriate. Either decline to answer or defer the question(s) to the PMSC staff.

**When contacting the media regarding a special event or function, the member or site supervisor should mention the PMSC. When an article is written about the site and the Pennsylvania Mountain Service Corps is mentioned, the site supervisor or member must notify the PMSC and send a copy of that article to the PMSC office for the press clippings file. Likewise, if a member receives radio or television coverage about him/herself or the program he/she is involved with; the member must recognize him/herself as a member of an AmeriCorps program and notify the PMSC about the coverage.** Members and site supervisors are the best representatives of the PMSC, because they are people that have the stories to tell and the experiences to relate in regard to the National Service movement and the PMSC. From time to time, the PMSC will request that members and service site supervisors represent and speak about AmeriCorps at special events or functions.



## **General Procedures/ Personnel Policies**

### **Orientation to Service Site**

The service site is responsible for providing a service site orientation for each member. PMSC believes that an orientation is important to help the new member feel welcome and part of a team; and to ensure a thorough understanding of the service site's philosophy, policies and procedures.

The member should read and understand the service site's mission. In order to represent the service site effectively, the member should know the service site's goals and how their mission fits with the PMSC mission. The member should also review the service description and expectations go over the goals, objectives, and tasks, and review personnel policies with his/her site supervisor.

Each member should be given a tour of the service site and introduced to all of the staff members, as well as, be familiar with each of their positions within the organization. Members should also be shown an organizational chart, if available.

### **Office Space/Equipment**

The service site must create office space (if applicable) where the member can adequately perform the required service assignment. Having a place set aside for a member eases him/her into the service site and demonstrates to the member and PMSC that the member's role and place in the organization has been well thought out. Members should also be given instruction on the usage of office equipment, appropriate to their service duties.

### **Office Etiquette/ Dress Code**

During the member's orientation, the site supervisor should review office etiquette with the member (e.g. what to say when answering the phone and greeting visitors at the office or service site). This will further help to orient the member to the service site. Members are expected to dress in a professional manner at the service site. Members are not only representing PMSC but also their service site. A neat, clean appearance is expected at all times. At training, more casual, comfortable dress may be acceptable. **AmeriCorps apparel may be required at service projects. Members are also required to wear AmeriCorps identification while being interviewed by the media or making formal presentations unless there are extenuating circumstances.**

### Personal Business

Members are prohibited from taking care of personal business, making personal phone calls, doing schoolwork, etc. while at the service site, unless they get approval from their site supervisor. Personal business may not count towards service hours. Attending to personal business during service hours may be cause for suspension and possibly termination.

### Service Projects

Service projects are an ideal time for team building and spreading the word about AmeriCorps and national service. While participation in most service projects is voluntary, the PMSC encourages all full-time and part-time members to periodically check the PMSC website calendar to find additional service opportunities. When participating in a service project the following minimum guidelines apply:

1. All PMSC full-time and part-time members will be required to do a minimum of one **regional service project** during their service year. This will be in addition to the national service events described below.
2. PMSC will promote **and may require participation** in national service events around September 11 commemoration, state-wide AmeriCorps launch, Martin Luther King Day of Service, and National AmeriCorps Week.
3. Members must seek permission from immediate host site supervisor to participate in voluntary projects that occur during normal host site operating hours.
4. Travel reimbursement for a project will be at the discretion of the member's regional coordinator and program manager, and terms of reimbursement will be announced prior to project date. Reimbursement will generally not be given for projects outside of assigned region or for any miles accrued beyond 100 miles round trip, with the exception of events or projects that your regional coordinator deem as an exception to that rule and announce the exception prior to the project.
5. Members will be expected to wear AmeriCorps gear to community service projects/events unless directed to do otherwise.
6. **PMSC approved projects or events** will count towards the 1700/900 hour goal.

### PMSC Training

Members are expected to attend a PMSC orientation, complete an on-line CERT training, and attend the end of service training. Unless specified, all other trainings are voluntary. Training time is considered part of the service hour requirement. If a member knows he/she is going to be late for training, he/she should contact the regional coordinator as soon as possible. If the regional coordinator cannot be reached, the PMSC office should be contacted at 814-472-7690. **Members will not be reimbursed for travel and cannot count hours if they do not attend the entire training. Hours and travel reimbursement are given upon pre-approval by your regional coordinator.**

**The on-line CERT training** (Citizen Emergency Response Team), is an 8 hour course with 16 lessons that take approximately 20-30 minutes each to complete. The course can be found at: [https://www.citizencorps.gov/cert/training\\_mat.shtm](https://www.citizencorps.gov/cert/training_mat.shtm) (it is course IS-317). **Each member must**

**complete the course within the first three months of service and supply a copy of the downloadable certificate to the PMSC which is supplied upon course completion.**

### **Service Site Events**

The service site is encouraged to provide opportunities for members to attend special events, conferences, community events, and other special activities. Involving members in special events will help them better identify with the community in which they serve. If a member is participating in or helping with a special event for the service site and it conflicts with a PMSC training or project, the regional coordinator must be contacted **at least two weeks prior to the event** to discuss the situation and come up with possible solutions. **Training and projects are not generally excused because of conflicts with site events. Hours cannot be counted for site related activities if a member is not at a required training or project.**

### **Attendance/ Tardiness**

#### **Service site**

Members are expected to be present at their service site at the prescribed starting time. If a situation arises that will preclude a member from being on time or present at the service site as scheduled, it is his/her responsibility to contact the appropriate person(s) at the service site and to make any necessary alternative arrangements.

Unexcused absences from the service site are prohibited and will lead to appropriate disciplinary action. If a member is absent from the service site without notifying his/her supervisor or regional coordinator, the member will be considered as having abandoned his/her service position and may be terminated from the service site and the PMSC. Chronic tardiness is an issue to be reported to the regional coordinator. A meeting between the regional coordinator, the site supervisor, and the member should be held to discuss the actions necessary to end the tardiness problem. If the tardiness persists, the member may be terminated. Unexcused absences in any required activity will result in disciplinary action being taken, including suspension and/or termination.

### **Confidentiality Policy**

The Pennsylvania Mountain Service Corps treats the information it holds about members and service sites with the utmost respect. The list below details what information will or will not be shared, and the reasons why or why not.

**Member Home Address and Phone** - This information will not be shared with anyone except PMSC staff without the expressed permission of the member.

**Member Site Address and Phone** - This information may be shared in the interest of program needs. If there is some reason you would like to have this information kept confidential, please notify the PMSC program manager.

**Act 34 (criminal clearance) and Act 151(child abuse clearance), FBI, and Sex Offender clearance results** - We are required by law to provide information to sites where the member will interact in any way with youth less than 18 years of age, or any vulnerable population. This information will be made available to service sites.

**Employment or Educational References** - If we receive requests for educational or employment references for members, the PMSC will assume that the member has approved the request for a reference.

### **Personnel File**

All contents of your personnel file will become the property of the IU8/PMSC. A member, who wishes to see the contents of their file, may do so at the IU AmeriCorps office and with advanced notification to the program manager. Any copies made from the file will be at the expense of the member and made at the PMSC office.

### **Jury Duty**

Serving on a jury is an important responsibility of citizenship. To strengthen the spirit of citizenship, members are encouraged to serve jury duty and will not be penalized for doing so. During the time members serve as jurors, they will continue to accrue their normal service hours and to receive the living allowance and health benefits. Members may also keep reimbursement for incidental expenses received from the court. Proof of service will be necessary for the member's file.

### **Armed Forces Reserves**

Generally, the Reserves of the U.S. Army, Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, The Army National Guard, and the Air National Guard requires reservists to serve one weekend a month plus 12-15 days a year. If a member has a choice as to when the 12-15 day period is served, every effort should be made to schedule the time so that it will not interfere with the AmeriCorps term of service. In the instance this time is inflexible, a two- week leave of absence will be granted with no loss of service hours or benefits. Members may not receive time off for additional reserve related service beyond the two-week active duty service period. No AmeriCorps service is credited for a once a month weekend service in the reserves. If a member is called for deployment, the PMSC program manager may exit the member from the program and apply for a partial education award for time served.

### **Drug Policy**

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at the PMSC and at all PMSC placement and training sites. If a member is convicted of any of the above violations, he/she will be required to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency and make a good faith effort to continue to maintain a drug-free workplace. If this action is not taken, the member will be subject to appropriate personnel action up to and including termination.

### **Firearms/Dangerous Weapons Policy**

Under no circumstances may a member of the PMSC, in the performance of their duties or during any association with AmeriCorps, carry, conceal, or have on their person a firearm or dangerous weapon. Legally licensed or otherwise, firearms are strictly forbidden and possessions of such during service hours are grounds for immediate dismissal.

### **Vandalism / Property Damage**

If a member is found to be vandalizing or willfully damaging property belonging to the service site, the regional coordinator should be contacted immediately. The member, not the PMSC, is liable for the cost of such damages. If the member unintentionally damages property of the service site, the regional coordinator should be contacted immediately. The program manager, the member, and the site supervisor will work out a solution.

### **Reasonable Accommodations**

PMSC members or applicant may initiate a request for reasonable accommodation orally or in writing. When a request has been received, the PMSC program manager will require that a release form be signed that will allow the PMSC staff to disclose information regarding the accommodation on a need to know basis with those who are necessary for providing a reasonable accommodation that will allow continued service. It will be the responsibility of the member or applicant to provide appropriate medical information related to the disability when the need is not obvious. The program manager will render a decision in writing within 30 days of the request, absent extenuating circumstances.

The PMSC or service site reserves the right to request relevant supplemental medical information if the originally submitted information does not clearly explain the nature of the disability, the need for reasonable accommodation, or does not otherwise clarify how the requested accommodation will assist the individual to perform the essential functions of the position. In addition, the PMSC and or service site reserves the right to have medical information reviewed by a medical expert of the agency's choosing at the agency's expense.

Individuals with disabilities have the right to file a complaint pursuant to Equal Employment Opportunity processes and other statutory processes, as appropriate, if their reasonable accommodation request has been denied.

The PMSC will maintain confidentiality of medical information received in accordance with applicable law and regulations.

### **Medical Leave and Leave for Compelling Circumstances**

If a member becomes medically incapacitated, pregnant, a family member in the members care becomes dependent, or any personal circumstance arises that makes it impossible to serve, the service year may be postponed without benefits for a period of up to 6 weeks at the discretion of the program manager. **Compelling circumstances will not include time conflicts with another job or school.** Please contact the program manager for more information should this becomes necessary. Written documentation or a medical excuse will be required for a decision to be rendered. The completion of the 1700 or 900 hours will still be required within the program year. If the situation warrants, and the proper documentation is supplied to the PMSC, a member may be release with a partial education award for compelling circumstances.

## Voluntary Resignation

Members wishing to resign prior to completing their term of service must submit a written notice of resignation 15 days prior to the effective date, to their site supervisor and regional coordinator. The member's notice must include appropriate documentation (e.g. doctor's note) if there are compelling personal circumstance to be considered. Failure to complete a term of community service will result in the forfeiture of the entire educational award. **All benefits, including the living stipend and loan forbearance, cease upon final date of service. Upon resignation, members must return all property to the service site. (i.e. keys, books, files)**

## Involuntary Termination/Discharge

The Pennsylvania Mountain Service Corps has the authority to establish the provisions for which members may be prematurely released from their term of service due to cause. The following are grounds for termination for cause from the Pennsylvania Mountain Service Corps:

- **Conviction of a felony.**
- **Stealing or causing to be stolen any PMSC or service site property.**
- **Defacing or willfully damaging any PMSC or service site property.**
- **Fighting, carrying weapons (licensed or illegal), or threatening physical violence.**
- **Being verbally or physically abusive.**
- **Refusing to follow supervisor's instructions. Insubordination.**
- **Using illegal drugs (See Personnel Policy).**
- **Reporting to work under the influence of drugs and/or alcohol. (See IU8 Drug free Workplace Policy)**
- **Being absent or late without an approved excuse or without calling in (See Personnel Policy).**
- **Chronic tardiness or absence.**
- **Becoming an administrative burden through a demonstrated pattern of misconduct.**
- **Any other inappropriate or unprofessional behavior.**

Failure to complete a term of community service will result in the forfeiture of the entire educational award. **All benefits, including the living stipend and loan forbearance, cease upon final date of service. Upon termination, members must return all property to the service site (i.e. keys, books, files)**



## **Required Documentation**

### **File Documentation**

**The following documentation must be on file with the PMSC: ( prior to serving)**

**\*PMSC Informational Form** – This form will help the PMSC staff to set up a personnel profile.

**\*PMSC Member Agreement** - Each member must have on file a signed Agreement verifying that the contract has been read, understood, and agreed upon.

**\*Verification of Citizenship** - Each member must have on file, a copy of one of the following documents: his/her official birth certificate, current United States Passport, report of birth abroad of a US citizen, or INS certificate of naturalization.

**\*Verification of Social Security Number** - Each member must have on file a copy of his/her Social Security Card.

**\*Copy of Driver's License or Acceptable Picture ID** - Each Member must supply a picture ID such as an un-expired driver's license or a passport.

\* **W4** - Each member must complete a W4 form for the IU8 business office to be able to issue the living stipend.

**CERT Training Certificate** – Each member must complete an 8 hour on-line CERT training and supply a copy of the certificate within three months of starting service. (See Page 8)

**\*Health Care Information** - Member's waiving enrollment in the PMSC health care plan must have proof of alternate coverage.

**\*Child Care Documentation** - Member's receiving childcare benefits will be required to have the child care application on file.

**\*National Service Criminal History Check Verification Form** – Each member must sign the verification that states that a battery of clearances are required to be on file in order to serve with the PMSC.

**\* There are four clearances that will be required:**

**A. Act 34 (criminal clearance) - All members are required to have a PA criminal clearance on file prior to serving. PMSC can supply the paper form, however, generally the fastest way to obtain this clearance is through the PA PATCH system. The link to do this is: <https://epatch.state.pa.us/Home.jsp> and there is a \$10.00 fee per request. Patch accepts Visa, Discover, Master Card, and American Express. Please print a receipt and attach it to a clearance reimbursement form and supply both the clearance documentation and the reimbursement form to the PMSC office. You will need this initial clearance to begin serving.**

**B. \*FBI Clearance - All members are required to have an FBI clearance on file within 14 days of the start of service. You must register on-line to initiate this process. Please go to <http://www.pa.cogentid.com/> and register for this clearance. Once you are registered on-line, you must report to the nearest fingerprinting location to complete the process. Fingerprinting sites are listed on the web site. Applicants will be required to pre-pay with a credit card for their background check either at the time of on-line registration or by money order/cashier's check submitted at the fingerprint service site. No cash or credit cards will be accepted at the fingerprint service site. The cost for this clearance is \$33.00. A receipt can be attached to a PMSC "clearance reimbursement form" to be reimbursed for the charge. If copies of the results are desired, applicants must indicate that during the initial application and pay the non-reimbursable additional \$2.50 fee. Copies of this clearance result will not be issued by the PMSC under any circumstance. Applicants will need to provide the PMSC with their ID number once fingerprints are completed so that the PMSC can retrieve the results. The ID number will start with "PAE".**

**C. \* Child Abuse Clearance - This clearance is not currently available on-line; therefore a paper application is supplied by the PMSC. There is a \$10.00 fee per request. A copy of the money order or application should be sent to the PMSC as proof that the process has been initiated since these clearances generally take several weeks to be returned. The original money order receipt should be attached to a "clearance reimbursement form" for reimbursement. PMSC will require that the original clearance be kept on file. It is advisable to make a copy prior to releasing it to the PMSC.**

**If you will be working directly with children you must either have your child abuse and FBI clearances already on file with the PMSC and the service site or your service will have to be supervised until your clearance has been received. If your file does not contain your clearances within the prescribed time limits, you will be suspended from serving and living stipends will not be issued during the suspension period.**

**D. The Dru Sjoden National Sex Offender site will be checked by the PMSC and the results will be placed in a member's file prior to serving. If a record exists, AmeriCorps service with the PMSC will not be possible.**

### **Time Logs**

PMSC time logs are due biweekly as per the schedule on the regional calendars found in the appendix. **Members are required to use the on-line excel time log or excel workbook found at [www.pmsc.org](http://www.pmsc.org).** Time logs must have an original signature of both the member and an authorized site supervisor; and therefore you must print out the time log and mail it to the PMSC. **No faxes or photocopies will be accepted.** Members and site supervisors are responsible for timely submission, and accurate time logs. The record of time served will be kept in two-week increments. Each time period is listed in the regional calendars. **TIME LOGS WILL BE DUE INTO THE PMSC OFFICE NO**

**LATER THAN THE FRIDAY FOLLOWING THE END OF A TIME PERIOD. Failure to submit this documentation may result in 0 credit for hours served or suspension of benefits. See the Regional Calendars for time log periods and due dates.**

### **Tax Information**

The living stipend is taxable and W2 forms will be issued by Appalachia Intermediate Unit 8. Please notify the business office at **814-940-0223 Ext. 1376** if you do not receive a check on payday. **Please be aware that the IU-8 does not take local taxes out of the living stipend, and may take little to no state and federal taxes, depending on your individual W4. Also please alert the PMSC office if your name or address should be updated after you have completed your service.**

**If you want to get an idea of what you will owe in federal taxes (especially if you use the education award) a link to a tax calculator is [http://www.moneychimp.com/features/tax\\_brackets.htm](http://www.moneychimp.com/features/tax_brackets.htm)**  
Remember that you will be responsible for reporting your education award as extra income when you use it.

### **Activity Report**

The activity report is a statistical report of service and the measurable results of the service, as documented by PMSC members. Activity reports are vital to the PMSC, as these statistical records provide necessary information essential to the funding of the PMSC program. **Members are required to file an activity report with the PMSC based on the schedule provided in the regional calendars.**

### **Performance Evaluations**

Member performance reviews will be conducted twice during the grant year by the service site supervisor. **Due dates are found in the regional calendars.**

### **In-kind Documentation**

In-kind documentation is required to be completed and submitted to the PMSC by each site supervisor over the course of the program year; and a member may be asked to keep track of certain information for the in-kind report. In-kind is simply documentation of the incidental cost to support a member's service activities such as: office space, use of computer, and supervision. In-kind dollar amounts must reflect fair market value of donated services or item. Collecting a record of in-kind donations allows us to supplement the cash-match used in the federal grant. In-kind amounts are included in periodic fiscal reports to demonstrate that we are meeting our required percent of local match; **therefore it is essential that the report arrive by the due date in order to be included in the reports. Due dates can be found in the regional calendars.**

Reminders will be sent via e-mail prior to the due dates. In-kind forms must be signed by an authorized agent of the site, and have documentation as applicable attached to the forms. No faxes or emails accepted. Original signatures are required.



## Benefit Policies

### General Benefits

Members may receive:

- **A taxable living stipend while actively serving**
- **Individual health insurance for full-time members, if applicable.**
- **Worker’s Compensation for injuries occurring during service hours in compliance with IU8 claim guidelines.**
- **Child-care stipend for full-time service, if eligible.**
- **A taxable post-service education award issued in voucher form upon successful completion of the term of service, to be used for further education or repayment of qualified student loans.**
- **Training in both theoretical and practical aspects of community service.**
- **Opportunities for personal and professional development, the acquisition of a network of professional contacts, chances to influence the direction of an institution and the community surrounding it, opportunities to be part of enhancing the impact made by a community service institution, and a chance to make a difference and become part of the national service movement.**
- **Opportunity to learn and practice community leadership and management.**

### Living Stipend

All FT and PT members are entitled to receive a living stipend while actively serving in the PMSC program year as designated by contractual agreement. “Actively serving” for full-time members is defined in the member agreement as serving a minimum of 100 hours per full month, and for a part-time member as serving a minimum of 60 hours per full month. **However, adequate progress towards achieving the 1,700 or 900-hour service requirement must be demonstrated or benefits may be suspended until an action plan is developed that reflects reasonable attainment of goals. In addition, once a member is terminated from the active roles for any reason, the stipend stops the day of termination. Minimum time members (300-Hour positions) do not receive a living stipend.**

**If a member completes the minimum required 1700 or 900 hours before the end date as per the corpsmember agreement, FT members must serve a minimum of 25 hours per week, and PT members would serve a minimum of 15 hours per week until the final service date as per the corpsmembers agreement.**

The distribution of the living stipend is dependent upon the start and end dates of the service assignment. The service site chooses under which contractual service period (see chart below) the AmeriCorps

member will serve. **Once a service site has assigned a service period, there will be no alterations to that assigned time period.**

The maximum full-time living stipend for 2011-2012 is \$12,100.

The maximum part-time living stipend for 2011-2012 is \$ 6,292.

Contracted Service Year	Start	End	# of Pay Dates/Stipends
Regular Year	August 22, 2011	August 17, 2012	26
School Year	August 22, 2011	June 22, 2012	22
Alternate Year	October 17, 2011	August 17, 2012	22
Alternate Year II	January 23, 2012	August 17, 2012	15*PT Only

Please note that the maximum amount of the living stipend will be divided across the number of pay dates in your contract. For Example:

Regular Year/ Full-time = \$12,100 divided by 26 = \$465.38 gross every two weeks.

The living stipend is not a wage, but rather a stipend to help with normal living expenses while serving. Several points to consider regarding the living stipend:

- The living stipend is taxable income; the IU-8 may deduct federal and state taxes but does not deduct local taxes
- The living stipend will cease immediately upon resignation, suspension, termination, or completion of the position.
- **AmeriCorps positions are not eligible for unemployment compensation benefits after a term of service, as AmeriCorps service does not be count towards time as being employed. Members are participants in a national service program and not considered employees. However, if unemployment benefits are being collected from previous employment while you are serving, the AmeriCorps stipend may count as income and affect your benefit.**

A listing of dates that living stipend payments will be issued for 11/12 can be found in the regional calendars.

### **Travel/Expenses Reimbursement**

All members are entitled to mileage reimbursement for travel expenses incurred for mandatory PMSC events. This reimbursement will be paid at the current IU-8 rate. **Mileage is calculated based on the distance between the service project or training and either the member's home or service site, whichever is the shortest distance.** Reimbursement for expenses incurred as a result of service performed as part of the members placement duties, should be reimbursed by the service site at their customary reimbursement rate. These arrangements are between the member and the service site.

PMSC travel and expense vouchers are paid as a reimbursement only. All expenses must be approved by the PMSC prior to payment. Travel and expense voucher forms are due into the PMSC office no later than the 10<sup>th</sup> day of the month following the incursion of an approved expense. For example, travel and expense vouchers for September must reach the PMSC office no later than October 10<sup>th</sup>. Vouchers with original signatures must be submitted; no fax copies will be accepted. Original receipts, if applicable, must be attached. **Failure to submit expense reports as indicated may result in denial of reimbursement.**

## Health Benefits

Health benefits are available to all **full-time members who do not already have a health insurance plan**. The Core Network and Summit America administers the plan, Mutual Of Omaha underwrites the plan, and information is available to each member. **Please be aware that this insurance policy is meant to provide you with very basic coverage during your short-term position. The policy will cover some basic health care related needs, but is not necessarily designed to cover elective procedures.** **Read the explanation of benefits carefully to be aware of your coverage limitations.** If a copy of the health plan information was not received at the start of the program year, the regional coordinator should be informed so that they can ensure that the information is received. All full-time members that do not opt for coverage through PMSC will be required to indicate a waiver of the benefits and provide proof of other coverage. **Questions regarding benefits, eligibility, or to check the status of a claim may be directed to: 1-800-301-9128 or visit www.summitamerica-ins.com/; you will want to see the section devoted to “Corps Members” or the Core Network. If you are seeking a “preferred provider” see: www.multiplan.com These providers generally provide a discounted fee schedule for eligible services.**

## Worker’s Compensation

FT and PT Members are eligible for worker’s compensation if injured while performing their normal service duties. Guidelines must be followed if injured while serving. **You must report a workman’s comp claim even if you do not immediately require medical care. If you are injured while serving, you must call the IU8’s representative within 24 hours of the incident. Please call 814-940-0223 and ask for Michelle Klayko at extension 1377.** If the office is closed, please leave a message for Michelle and call the start of the next business day. In addition, you can start the process by filling out the **“Employee’s Report Of Occupational Injury Or Disease” found on our website. This should be faxed to Michelle Klayko at 814-942-0846.** The IU8 is generally open 8-4 Monday through Friday. Members should also notify your site supervisor as well as your regional coordinator. The guidelines and the list of approved physicians are also found on our website.

## Student Loan Forbearance

AmeriCorps members are eligible to have the repayment of certain student loans postponed while they are earning an education award. **This postponement, called forbearance, is not automatic.** The trust does not grant forbearance’s, only the loan holder can do that. The trust merely verifies membership in AmeriCorps and forwards the information on to the loan holder. Most qualified student loans that are in default are not eligible for forbearance.

Members must create an on-line account (see instructions P.19) in order to apply for forbearance. There is a paper form available if you do not have Internet access, however, this will substantially slow the process. This form should be submitted to the PMSC program manager. If a member does not hear from the loan holder within 3-4 weeks of submitting the forbearance form, the loan holder should be contacted to verify receipt of the forbearance request. The loan holder may have additional requirements to put the loan in forbearance. **If you need to contact the National Service Trust, call, 1-888-507-5962.** Upon completion of all program requirements, the interest that accrued on a loan while in forbearance will be reimbursed at up to 100% for full-time members and up to 50% for part-time members. The interest that is paid is taxable. It is the member’s responsibility to notify the lender if termination from the program is earlier than pre-designated.

## Segal Education Award

Upon successful completion of the member's term of service, the member will receive the Segal education award from the National Service Trust; named for Eli Segal, the first AmeriCorps CEO. For successful completion of a full-time term, the member will receive \$5,500.00, for part-time service the member will receive \$2,775.00, and the minimum-time member will receive \$1,175.00. Members may receive up to the equivalent of 2 FT education awards over 4 terms maximum.

The educational award will be available for use as soon as the service term is completed and the members have provided all required closeout documentation to the PMSC office. (e.g.; final time logs, activity log, evaluation, etc.) Each member should have opened a "My AmeriCorps Account" at the start at service. The education award amount will show up in an individual's account and may be distributed to lenders and /or education institutions, and distributions may be tracked, through this account. The award will be held in the national trust for up to 7 years. The member may use the education award to:

- Repay qualified student loans
- Pay for current educational expenses at a Title IV institution of higher education. The term "current" educational expenses means expenses incurred for a period of enrollment in an institution of higher education that begins after an individual enrolls in a term of service as an AmeriCorps member.
- Pay for expenses incurred in participating in an approved school to work program.

Members can split up their awards to pay a combination of student loans or educational expenses. **Not all schools or loans are eligible.** The payment will be made to the school or loan holder designated by the member. The payment cannot be made to the member. However, as with other federal student assistance, schools may pass on to students certain allowances that are included in the cost of attendance or reimburse students for certain out-of-pocket expenses. If an individual is enrolled in a Title IV eligible program at a Title IV institution of higher education, he or she may use his or her education award to pay for the cost of attending either as a full-time or part-time student. "Cost of attendance" (COA) is a term used by a school's Financial Aid Office following rules established by the United States Congress and the Department of Education.

AmeriCorps legislation defines the student loan as "qualified" if the loan is backed by the federal government under Title IV of the Higher Education Act (except PLUS loans to parents of students) or under Titles VII or VIII of the Public Health Service Act. Now, in addition, a provision in the 2002 appropriations law has expanded this definition to include loans that cover all or part of the student's cost of attendance and that are made directly to the student by a state agency.

For purposes of the AmeriCorps education award, the term "state agency" includes state institutions of higher education. Thus, any loan, including short-term loans, made directly to the student by a state institution of higher education is a qualified loan and the student may repay such a loan with the AmeriCorps education award. If a loan is guaranteed by a state agency (such as a state's Higher Education Authority) but is not made by a state agency, the loan is NOT qualified. A qualified loan must be made by a state agency.

The "maker" of every loan should be listed on the loan's Promissory Note. The maker is the entity that originally issued the loan to the student. The maker of the loan does not change, even if another loan company purchases the loan. Thus, a promissory note is the best evidence of who originally made the loan. **When a loan is refinanced or consolidated a new loan is created. The new loan must meet the definition of "qualified student loan" in order for the payment to be made using the educational award.** The original loan no longer exists.

Some of the most common qualified loans are:

- Stafford Loans
- Supplemental Loans for Students (SLS)
- Perkins Loans
- Federal Direct Loans
- Federal Consolidated Loans
- Health Education Assistance Loans (HEAL)
- Health professions student Loans
- Loans made directly to members by a state agency

Questions regarding the education award may be answered by calling the PMSC program manager or the Education trust at 888-507-5962.

Other resources regarding student loans:

<http://www.idealist.org/blog/en/three-financial-aid-resources-for-public-service-people/>

<http://www.askheatherjarvis.com>

### **Creating An Online Account**

Every member will need to create an online account with the Corporation for National and Community Service that will allow you to apply for forbearance and track the disbursement of your education award. To create an account, go to [www.pmsc.org](http://www.pmsc.org) and under the current member column click on “My AmeriCorps” and you will be able to create a new account.

### **Tax Information**

**Education awards and any interest that has been paid on a loan in forbearance are taxable.** When you use any or your entire educational award, you will be responsible for reporting that amount as income when you file your federal taxes for that year. You can print a 1099 form from your on-line account or call the educational trust at 1-800-507-5962 to request a 1099. **You are responsible for reporting any amount paid on your behalf as income for the tax year in which it was paid.**

### **Non-traditional Uses Of The Education Award**

The AmeriCorps education award was designed primarily to help pay for school tuition and/or repay qualified student loans. But, it can also be used in nontraditional ways. Here are some you may not be aware of:

**1. Other types of schools**—generally, you can use the education award to go to any school that offers federal student aid (such as Stafford loans). These schools are known through the Department of Education as Title IV. If you would like to go to massage school, culinary school or a trade school, you can use the ed award as long as they are listed as Title IV and offer federal student aid. Sometimes, there will be two massage schools in a town and one of them will be listed as Title IV while the other is not. It

might take some research to find the school that will accept your education award. For example, there's a school in Wyoming called the National Outdoor Leadership School (NOLS) that isn't listed as Title IV, but accepts the ed award. You can learn more about it at [www.nols.edu/](http://www.nols.edu/)

**2. Going to school overseas**—a number of schools in Canada, Mexico, and Europe are listed as Title IV. In other words, American students can receive U.S. financial aid to attend. At these schools, you can use your education award to pay for tuition. To find out whether an institution is Title IV, you can look up schools at [www.fafsa.ed.gov/fotw0405/fslookup.htm](http://www.fafsa.ed.gov/fotw0405/fslookup.htm) or call the Federal Student Aid Information Center at 1-800-433-3243. If a school is NOT listed as Title IV but you would still like to attend while using your education award, you might be able to enroll in a school stateside and participate in an exchange program. That way, you are paying your tuition to a school inside the U.S. (The Evergreen State College, for example) while attending a school overseas (University of Vienna, for example). To make this option work, it will take a bit of effort on your part to find a program that will allow you to do this and to make it work.

**3. Non-degree programs**—you can also use your Ed award to take a class here and there at a community college or public university. You can take classes like guitar, swimming, or photography. If you take one or two classes per quarter at a community college, you can make your Ed award last for years and get a great deal of enrichment.

**4. Matching schools**—a number of colleges and universities encourage AmeriCorps alumni to attend by offering scholarships to former National Service participants.

### **How can I make the most of my education award when I apply it toward my loans?**

When you use all or part of your education award to repay your student loans, it may be in your best interests to let the lender know in writing how you would like to pay. Here's an example: If you submit your voucher to a lender like Sallie Mae without instructions, they will automatically advance your payments for you.

If your payments are \$100 a month and you submit a voucher for \$4,000, Sallie Mae will advance you 40 payments, and you won't have to make another payment for the next four years. An arrangement like this might suit your lifestyle nicely.

However, when this happens, Sallie Mae is applying your education award payment first toward **interest** and less toward **principal**. By providing written instructions to Sallie Mae once you submit your on-line request, you can ask them to apply your education award payment toward the principal. That will reduce your payments—for example; your monthly payment could go from \$100 down to \$65 a month. At the same time, you will need to start making payments right away but you'll pay far less over the life of the loan.



## **Conflict Management Process**

It is expected that normal communication and conflict resolution processes will resolve performance, attitude, attendance, and other personnel related issues. However, seemingly small-unresolved issues can compound and become major problems causing frustration and often resulting in an irreparable situation. Therefore, the Pennsylvania Mountain Service Corps has established the following conflict management process, which is required for addressing normal personnel issues.

### **Intervention Notice**

If a member needs to be alerted to an infraction with regards to procedural and or PMSC contractual obligations, the regional coordinator will advise the program manager who will issue the member an intervention notice. The intervention notice will outline the infraction, and serve as written documentation. If a second intervention notice must be issued, then the regional coordinator will initiate the conflict management process at step 2. If a third intervention notice is issued, the program manager, the regional coordinator, and site supervisor will meet to determine a course of action which may include termination from the program.

## **B. Conflict Management Process**

### **STEP 1**

#### **Member <--> Site Supervisor**

If a conflict arises at the service site, the member and their immediate site supervisor should set up a meeting to define the problem and indicate acceptable resolutions. An action plan may be developed to set a time line for corrective actions to be implemented. If applicable, set up a second meeting date and time to review the status of the action plan and make any corrections or changes that may be needed. The PMSC regional coordinator should be notified of the problem and the actions being taken to resolve the situation.

### **STEP 2**

#### **Member <--> Regional Coordinator <--> Site Supervisor**

If the problem has not been resolved within the time line that was set up during the initial meeting, the regional coordinator should be contacted to facilitate a meeting between the site supervisor and the member in order to review the situation and to help develop a mutually satisfactory solution to the conflict. A follow up meeting between all parties involved should be scheduled at this time to ensure resolution and closure has been achieved.

### **STEP 3**

#### **Member <--> Regional Coordinator <--> Program Manager <--> Site Supervisor**

If the conflict has not been successfully resolved within the time line previously agreed upon, then the PMSC program manager will meet with all parties to determine a final course of action, to include possible termination of contractual agreements.

### **C. Grievance Procedure**

The PMSC grievance procedure has been established as an outlet for members or recent PMSC alumni to attempt to resolve service related issues that cannot be adequately addressed by using the conflict management process. Also, when a member believes that an action taken by a site supervisor, a coworker, or another member may have or will have an adverse impact on standing or service status, or when a member wishes to contest an unsatisfactory performance evaluation, at any level, then a grievance may be filed.

**Grievance Hearing:** The member should provide a written explanation of the grievance to the PMSC program manager, and provide copies to all parties involved in the conflict. This must occur within 1 year of the termination or incident. A hearing must be held within 30 calendar days after filing the grievance, and a decision must be made no later than 60 calendar days after the filing of the grievance. A person who has not participated in any previous decisions concerning the issue in dispute must conduct arbitration hearings.

**Binding Arbitration:** The opportunity for binding arbitration will be provided in the event a grievance hearing decision is adverse to the aggrieved party or if no decision is made within 60 days of filing the grievance. The arbitrator must be independent and selected by agreement of the parties. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration. An arbitration decision must be made no later than 30 calendar days after the commencement of the arbitration proceeding.

**APPENDIX**

- 1. Regional Calendars**
- 2. PMSC Organizational Chart**
- 3. Appalachia Intermediate Unit 8 Sexual Harassment Policy**
- 4. Appalachia Intermediate Unit 8 Drug Free Work Place Policy**
- 5. CNCS Civil Right Statement**

**Duplication Authorization: All forms may be duplicated as needed by either current PMSC members or PMSC service sites only.**



**All materials contained within this handbook, to include prescribed PMSC forms, are subject to change without notice at the discretion of the PMSC program manager or other authorized individuals. Members and service sites will be notified of changes as they occur.**

**This manual is intended for use with the 2011 - 2012 PMSC program. Grant effective August 22, 2011.**



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**CENTRAL REGION  
2011-2012 REGIONAL CALENDAR**

**HOST SITE DUE DATES**

<b>November 10, 2011</b>	<b>In-Kind Report August-October</b>
<b>February 10, 2012</b>	<b>Mid-Year Member Evaluation In-Kind Report November-January</b>
<b>May 10, 2012</b>	<b>In-Kind Report February-April</b>
<b>June 8, 2012</b>	<b>Members Ending In June-Final Evaluation</b>
<b>August 10, 2012</b>	<b>In-Kind Report – May– July Members Ending In August-Final Evaluation</b>

\* In-Kind and Evaluation forms can be found on-line at [www.pmsc.org](http://www.pmsc.org)

**MEMBER'S 2011-1212 CALENDAR**

**AUGUST 2011**

August 22	2011-2012 Year Begins
August 22	First Year Members Orientation

**September 2011**

September 2	Pay Day
September 9	<b>Time Log Due August 22-September 4</b>
September 11	<b>Commemoration Event</b>
September 16	Pay Day
September 23	<b>Time Log Due September 5-September 18</b>
September 30	Pay Day

**October 2011**

October 7	<b>Time Log Due September 19-October 2</b>
October 14	Pay Day
October 21	<b>Time Log Due October 3-October 16</b>
October *TBA	State AmeriCorps Launch
October 17	Alternate Member Start Date
October 28	Pay Day

**November 2011**

November 4	<b>Time Log Due October 17-October 30</b>
November 11	Pay Day
November 18	<b>Time Log Due October 31-November 13</b>
November 22	August Starts-CA Clearance & CERT Due
November 25	Pay Day

**December 2011**

December 2	<b>Time Log Due November 14 – November 27</b>
December 9	Pay Day
December 16	<b>Time Log Due November 28- December 11</b>
December 23	Pay Day
December 30	<b>Time Log Due December 12 – December 25</b>

**January 2012**

January 6	Pay Day
January 13	<b>Time Log Due December 26- January 8</b>
January 16	<b>MLK Day</b>
January 17	October Starts-CA Clearance & CERT Due
January 20	Pay Day
January 23	Alternate II Member Start Date
January 27	<b>Time Log Due January 9- January 22</b>

**CENTRAL REGION  
2011-2012 REGIONAL CALENDAR**

**February 2012**

February 3	Pay Day
February 10	<b>Time Log Due January 23 – February 5</b>
February 17	Pay Day & <b>Mid Year Activity Report Due</b>
February 24	<b>Time Log Due February 6 – February 19</b>

**March 2012**

March 2	Pay Day
March 9	<b>Time Log Due February 20 – March 4</b>
March 16	Pay Day
March 23	<b>Time Log Due March 5 - March 18</b>
March 30	Pay Day

**April 2012**

April 6	<b>Time Log Due – March 19 – April 1</b>
April 13	Pay Day
April 20	<b>Time Log Due April 2- April 15</b>
April 23	January Starts-CA Clearance & CERT Due
April 27	Pay Day

**May 2012**

May 4	<b>Time Log Due – April 16- April 29</b>
May 11	Pay Day
May *TBA	<b>AmeriCorps Week</b>
May 18	<b>Time Log Due April 30 – May13</b>
May 25	Pay Day

**June 2012**

June 1	<b>Time Log Due – May 14 – May 27</b>
June 8	Pay Day
June 15	<b>Time Log Due – May 28 – June 10</b>
June 22	Pay Day & School Year Member's Final Activity Report
June 29	<b>Time Log Due –June 11 – June 24</b>

**July 2012**

July 6	Pay Day
July 13	<b>Time Log Due – June 25 – July 8</b>
July 20	Pay Day
July 27	<b>Time Log Due – July 9 – July 22</b>

**August 2012**

August 3	Pay Day
August 10	<b>Time Log Due – July 23 – August 5</b>
August 17	Pay Day - Program Year End
August 24	Final Time Sheet August 6-August 17 & Final Activity Report Due in Order to Exit and Receive Education Award

\*Project Opportunities and Meetings To Be Announced

\*\* All Year End Trainings To Be Announced

**EAST REGION  
2011-2012 REGIONAL CALENDAR**

**HOST SITE DUE DATES**

<b>December 9, 2011</b>	<b>In-Kind Report August-November</b>
<b>February 10, 2012</b>	<b>Mid Year Member Evaluation Due</b>
<b>March 9, 2012</b>	<b>In-Kind Report December - February</b>
<b>June 11, 2012</b>	<b>In-Kind Report March - May Members Ending In June-Final Evaluation</b>
<b>August 10, 2012</b>	<b>In-Kind Report – June– July Members Ending In August-Final Evaluation</b>

\* In-Kind and Evaluation forms can be found on-line at [www.pmsc.org](http://www.pmsc.org)

**MEMBER'S 2011-1212 CALENDAR**

**AUGUST 2011**

August 22	2011-2012 Year Begins
August 24	First Year Members Orientation

**September 2011**

September 2	Pay Day
September 9	<b>Time Log Due August 22-September 4</b>
September 11	<b>Commemoration Event</b>
September 16	Pay Day
September 23	<b>Time Log Due September 5-September 18</b>
September 30	Pay Day

**October 2011**

October 7	<b>Time Log Due September 19-October 2</b>
October 14	Pay Day
October 21	<b>Time Log Due October 3-October 16</b>
October *TBA	State AmeriCorps Launch
October 17	Alternate Member Start Date
October 28	Pay Day

**November 2011**

November 4	<b>Time Log Due October 17-October 30</b>
November 11	Pay Day
November 18	<b>Time Log Due October 31-November 13</b>
November 22	August Starts-CA Clearance & CERT Due
November 25	Pay Day

**December 2011**

December 2	<b>Time Log Due November 14 – November 27</b>
December 9	Pay Day
December 16	<b>Time Log Due November 28- December 11</b>
December 23	Pay Day
December 30	<b>Time Log Due December 12 – December 25</b>

**January 2012**

January 6	Pay Day
January 13	<b>Time Log Due December 26- January 8</b>
January 16	<b>MLK Day</b>
January 17	October Starts-CA Clearance & CERT Due
January 20	Pay Day
January 23	Alternate II Member Start Date
January 27	<b>Time Log Due January 9- January 22</b>

**EAST REGION  
2011-2012 REGIONAL CALENDAR**

**February 2012**

February 3	Pay Day
February 10	<b>Time Log Due January 23 – February 5</b>
February 17	Pay Day & <b>Mid Year Activity Report Due</b>
February 24	<b>Time Log Due February 6 – February 19</b>

**March 2012**

March 2	Pay Day
March 9	<b>Time Log Due February 20 – March 4</b>
March 16	Pay Day
March 23	<b>Time Log Due March 5 - March 18</b>
March 30	Pay Day

**April 2012**

April 6	<b>Time Log Due – March 19 – April 1</b>
April 13	Pay Day
April 20	<b>Time Log Due April 2- April 15</b>
April 23	January Starts-CA Clearance & CERT Due
April 27	Pay Day

**May 2012**

May 4	<b>Time Log Due – April 16- April 29</b>
May 11	Pay Day
May *TBA	<b>AmeriCorps Week</b>
May 18	<b>Time Log Due April 30 – May13</b>
May 25	Pay Day

**June 2012**

June 1	<b>Time Log Due – May 14 – May 27</b>
June 8	Pay Day
June 15	<b>Time Log Due – May 28 – June 10</b>
June 22	Pay Day & School Year Member's Final Activity Report
June 29	<b>Time Log Due –June 11 – June 24</b>

**July 2012**

July 6	Pay Day
July 13	<b>Time Log Due – June 25 – July 8</b>
July 20	Pay Day
July 27	<b>Time Log Due – July 9 – July 22</b>

**August 2012**

August 3	Pay Day
August 10	<b>Time Log Due – July 23 – August 5</b>
August 17	Pay Day - Program Year End
August 24	Final Time Sheet August 6-August 17 & Final Activity Report Due in Order to Exit and Receive Education Award

\*Project Opportunities and Meetings To Be Announced

\*\* All Year End Trainings To Be Announced

**WEST REGION  
2011-2012 REGIONAL CALENDAR**

**HOST SITE DUE DATES**

<b>October 10, 2011</b>	<b>In-Kind Report August - September</b>
<b>January 10, 2012</b>	<b>In-Kind Report October - December</b>
<b>February 10, 2012</b>	<b>Mid Year Member Evaluation Due</b>
<b>April 10, 2012</b>	<b>In-Kind Report January - March</b>
<b>June 10, 2012</b>	<b>Members Ending In June-Final Evaluation and final In-Kind Report</b>
<b>August 10, 2012</b>	<b>In-Kind Report - April - July Members Ending In August-Final Evaluation</b>

\* In-Kind and Evaluation forms can be found on-line at [www.pmsc.org](http://www.pmsc.org)

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**WEST REGION  
2011-2012 REGIONAL CALENDAR**

**February 2012**

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July 6	Pay Day
July 13	<b>Time Log Due – June 25 – July 8</b>
July 20	Pay Day
July 27	<b>Time Log Due – July 9 – July 22</b>

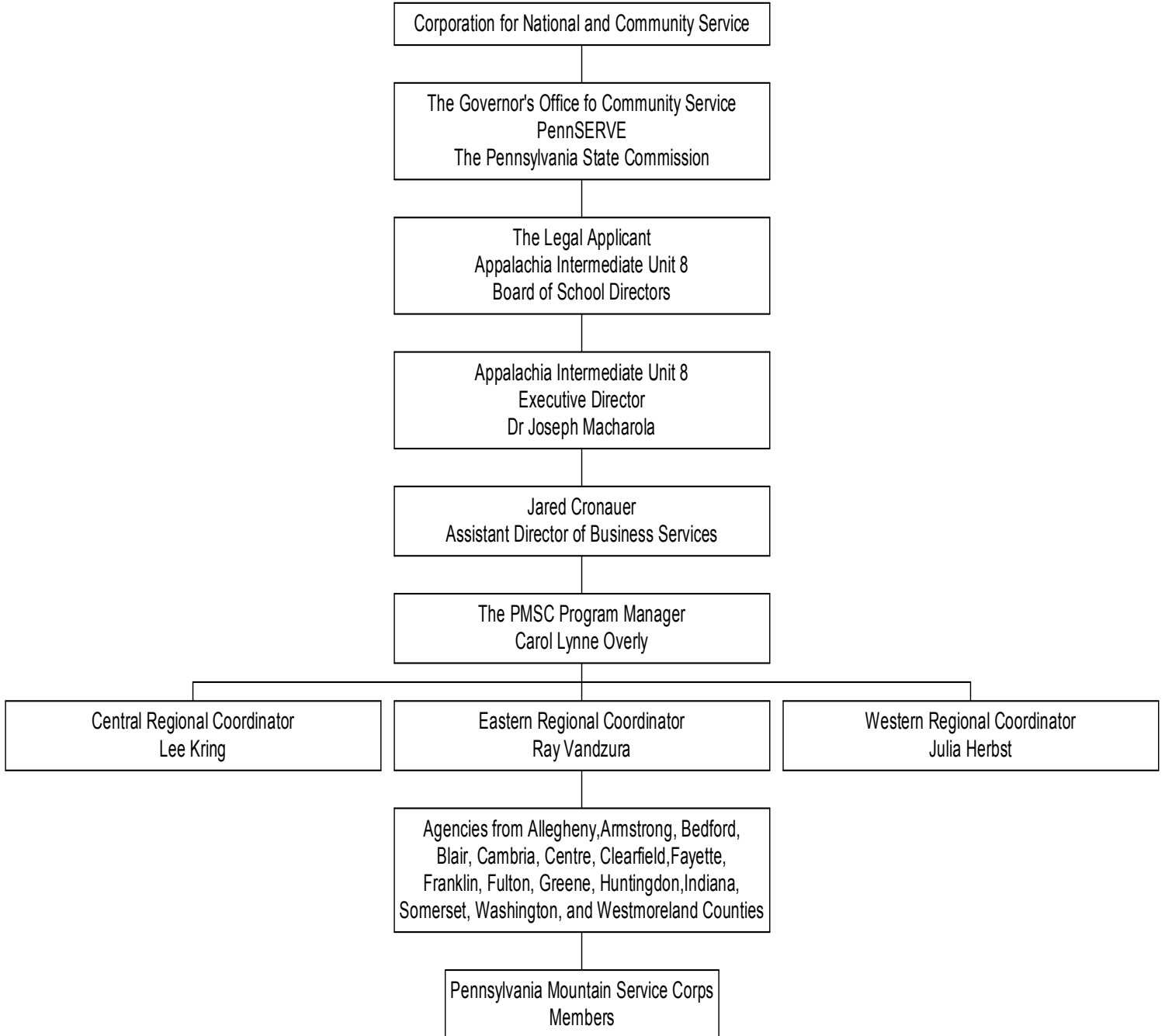
**August 2012**

August 3	Pay Day
August 10	<b>Time Log Due – July 23 – August 5</b>
August 17	Pay Day - Program Year End
August 24	Final Time Sheet August 6-August 17 & Final Activity Report Due in Order to Exit and Receive Education Award

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\*\* All Year End Trainings To Be Announced

# Pennsylvania Mountain Service Corps Organization Chart



# SEXUAL HARASSMENT POLICY GUIDE FOR BOARD MEMBERS, ADMINISTRATIVE EMPLOYEES, VENDORS, OUTSIDE CONTRACTORS, AND VISITORS

U.S. Civil Rights Act of 1964  
Title VII; EEOC Regulations  
Published at 29 CFR Sec. 1604

1. PURPOSE- It is the policy of Appalachia Intermediate Unit 8 that all employees should enjoy a working environment free from all forms of discrimination, including sexual harassment. No employee, either male or female, should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical.
2. AUTHORITY- Sexual Harassment lowers morale and is damaging to the work environment, it is also illegal. Therefore, AIU8 will treat sexual harassment like any other form of employee misconduct and it will not be tolerated.
3. DEFINITION- It is illegal and against the policies of this Intermediate Unit for any employee, male or female, to sexually harass another employee.

In adopting this policy; sexual harassment is defined as:

1. making acceptance of unwelcome sexual advances or request for sexual favors or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment;
2. making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or
3. creating an intimidating hostile or offensive working environment by such conduct.

4. AGENCY  
RESPONSIBILITY-

The Intermediate Unit will enforce disciplinary action against any employee who threatens or insinuates either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties or any condition of employment or career development. This discipline can include termination.

The Intermediate Unit will also report and/or initiate the investigation of alleged sexual harassment toward its employees by employees or representatives of other agencies, contractors, vendors, and visitors where AIU8 employees are involved.

The Intermediate Unit recognizes that the question of whether or not a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination on all facts in each case.

The Intermediate Unit will act positively to investigate alleged sexual harassment claims and to effectively remedy them when an allegation is determined to be valid.

Given the nature of the type of discrimination, the Intermediate Unit also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women, therefore, false accusations will result in the same severe disciplinary action applicable to one found guilty of sexual harassment.

5. DELEGATION OF  
RESPONSIBILITY-

The Executive Director shall develop procedures outlining the chain of command through which incidents of sexual harassment shall be reported.

# SEXUAL HARASSMENT POLICY

## I. ADMINISTRATIVE REGULATIONS

These regulations are promulgated under Intermediate Unit 8 Sexual Harassment Policy and are intended to protect the rights of employees, administrators, and the Director of Appalachia Intermediate Unit 8 and to outline the procedures which will be followed in the event that an employee of the Intermediate Unit is charged with sexual harassment.

The following process will be in effect to address, investigate and dispose of complaints involving sexual harassment.

**Step 1.** Any employee who believes that he or she has been subjected to sexual harassment shall make a verbal report of all incidents of such conduct to the Human Resource/Relations Specialist (Executive Director in the event that the Human Resource/Relations Specialist is the accused) within ten (10) days of the occurrence or such an incident.

The Administrator to which the complaint is made (hereafter referred to as “investigator”) will investigate the complaint, interview both parties to provide complainant and accused with the opportunity to discuss charges made, explore personal feelings with confidentiality and impartiality, and evaluate complaints which might be irresponsible, unfounded, or involve misperceptions of fact or intent. The accused, at his or her option, has the option to be represented by competent counsel of their choice at his or her expense. A check of personnel files will be made to determine evidence of prior friction between parties and to assess work records. Documentation of the verbal agreement will be kept on file.

**Step 2.** If the complaint is not resolved to the satisfaction of either party at Step 1, the complainant and the accused will each submit a detailed written statement of their accounts to the Human Resources/Relations Specialist. Upon receiving such written statement, the Human Resources/Relations Specialist will inform both parties of an administrative conference. Such notice shall be made to each employee at least three (3) days before the date of the conference. During such an administrative conference, the complainant and the accused will have the right to be represented by competent counsel of their choice at their expense. The complainant with counsel (if desired) will meet at different time intervals with the investigator.

If the Human Resource/Relations Specialist is the complainant or the accused, the Executive Director shall conduct the conference, or a Board Member appointed by the President of the Board may be asked to conduct the conference.

Should the administrative conference be resolved in favor of the accused, no further action will be necessary except that the charges and resolution may be placed in the accused and the accuser's personnel files, if the accused so requests; otherwise, the charges and transcript will be sealed and impounded. Release from impounding may be made only upon formal action of Appalachia Intermediate Unit 8's Board of Directors or a court order.

Both employees shall receive written notice of the decision rendered within three (3) working days of the administrative conference. If the Human Resources/Relations Specialist determines that an accused employee should be demoted or dismissed or that the employee should be suspended without pay, a hearing shall be scheduled before the Board of Directors no later than the next regularly scheduled meeting, provided that the scheduled meeting, provided that the scheduling protects the employee's right to notification.

The Executive Director may temporarily suspend employment until any proposed dismissal is acted upon by the Board of Directors. The payment of salary and benefits will be discontinued until action is taken by the Board; if a decision is later made in the accused employee's favor, back pay and benefits will be provided. Recommendations for demotion or dismissal of the accused, together with a detailed statement of charges on which the proposed demotion or dismissal is based, shall be given to the employee and shall be presented to the Board in writing.

**Step 3.** Board hearing will be conducted according to the following procedures:

Board hearings for non-tenured on non-professional employees will be conducted in private, unless the employee requests a public hearing. The employee will have the same rights as for administrative conferences including the right to notification period of ten (10) working days.

Board hearing for tenured, professional employees will be conducted in accordance with the provisions of the School Code of the Commonwealth of Pennsylvania and other state and federal laws, including the right of a tenured employee to notification at least (10) working days prior to the meeting.

Any disciplinary action taken will be appropriate to the infraction involved and will include the right of an employee to reply, in writing, to any charge or discipline taken against him or her, and to include such reply in his or her personnel file.

If an employee chooses to resign in the face of charges made against him or her at any stage in the above procedures, the written documentation charges made against the employee will be sealed and impounded, and the acceptance of the resignation will be recommended to the Board without prejudice. If there is a request for references or recommendations from prospective employers, the reference will be limited to a statement that the person was employed by the Intermediate Unit, the duration of employment, a description of the assigned duties, and a statement that the person resigned voluntarily. If the resigned employee files a claim for unemployment compensation benefits, the sealed charges will be opened to allow the Intermediate Unit to appeal the unemployment claim.

The procedures contained in these administrative regulations are not intended to supersede or circumvent any procedures outlined in the School Code for determination of competence or any procedures for redress of grievances outlined in collective bargaining agreements made between the Board of Directors and employee organizations.

These provisions shall not be construed so as to supersede any section(s) of the Pennsylvania School Code or any state or federal laws regarding discipline or separation of employees; nor shall these regulations in any way be construed so as to limit intent of the Board Policies.

A person hired to fill a vacancy created as a result of staff discipline procedures will be considered a temporary employee until such time as the disciplinary procedures are completely resolved.

# SEXUAL HARASSMENT POLICY GUIDE FOR PUPILS

U.S. Civil Rights Act of 1964  
Title VII; EEOC Regulations  
Published at 29 CFR Sec. 1604

1. **PURPOSE-** Appalachia Intermediate Unit 8 is committed to assuring equal educational opportunities to all persons and does not discriminate on the basis of sex. Furthermore, Appalachia Intermediate Unit 8 is committed to maintaining an educational environment for all students that is free from any type of sexual harassment.
  
2. **AUTHORITY-** The Board of Directors of Appalachia Intermediate Unit 8 will not tolerate any behavior by administrators, faculty, staff or students which constitutes sexual harassment of a student.
  
3. **DEFINITION-** For the purpose of this policy, sexual harassment of a student will be defined as follows:
  1. Unwelcome sexual advances
  2. Requests for sexual favors
  3. Other verbal or physical conduct or written communication of an intimidating, hostile, or offensive sexual nature

## WHERE:

1. Submission to such conduct is made either explicitly a term or condition of the student's status in a course, program or activity.
2. Submission to or rejection of such conduct by a student is used as a basis for academic or other decision affecting such student.
3. Such conduct has the purpose or effect of substantially interfering with a student's educational experience or creating an intimidating, hostile, or offensive academic environment.

4. AGENCY  
RESPONSIBILITY-

Appalachia Intermediate Unit 8 will enforce disciplinary action against any employee who threatens or insinuates either explicitly or implicitly, requests for sexual favors from any student. This discipline can include termination.

Appalachia Intermediate Unit 8 will also report and/or initiate the investigation of alleged harassment toward students enrolled in Appalachia Intermediate Unit 8 operated Educational Programs and Services classes by employees of other agencies or institutions, contractors, vendors, and visitors who by the nature of their employment come into contact with such students.

Appalachia Intermediate Unit 8 will act positively to investigate alleged sexual harassment complaints and to effectively remedy them when an allegation is determined to be valid.

Given the nature of the type of discrimination, the Intermediate Unit also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. Therefore, false accusations will result in the same severe disciplinary action applicable to one found guilty of sexual harassment.

5. DELEGATION OF  
RESPONSIBILITY-

The Executive Director shall develop procedures outlining the chain of command through which incidents of sexual harassment shall be reported.

## Appalachia Intermediate Unit 8

### 351. Drug-Free Workplace

**1. Authority**  
**P.L. 100-690**

In compliance with the federal Drug-Free Workplace Act of 1988, all employees of the Appalachia Intermediate Unit 8 shall be notified of this policy adopted by the Board. Compliance with this policy is mandatory.

**P.L. 101-226**  
**Sec. 5115**  
**(a) (4)**  
**SC 527**

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol in the workplace is prohibited.

Employees who are engaged in the direct or indirect performance of a federal contract who violate this policy by engaging in such activities, as well as other employees who violate this policy by engaging in such activities, shall be subject to appropriate personnel action up to and including termination. As provided by Pennsylvania Act 191 of 1988 (Section 527 of the School Code), referred to below, termination of employment is mandatory in the situations set forth below. Personnel action may also include completion of an appropriate rehabilitation program or referral to appropriate authorities for prosecution. In the event an employee is convicted of violation of a criminal drug statute, the appropriate personnel action, which may include termination of employment, shall be taken within thirty (30) days of the Intermediate Unit learning of the conviction.

As a condition of employment, employees are required to abide by the terms of this Drug-Free Workplace Policy and shall notify the Appalachia Intermediate Unit 8 of any criminal drug statute convictions for a violation occurring in the workplace, no later than five (5) days after such conviction.

When the Intermediate Unit has been notified of a conviction of an employee who is directly or indirectly engaged in the performance of work pursuant to the provisions of the direct federal grant, the Appalachia Intermediate Unit shall notify the appropriate federal granting agency within ten (10) days after receiving notice of the conviction, whether from the employee or otherwise.

2. **Definitions:** For the purpose of this policy the following definitions shall apply:

21 U.S.C. Sec. 812  
21 CFR  
1308.11-1308.15  
P.S. 35  
Sec. 780  
101 ot seq

**Controlled Substance** means a controlled substance in schedules I through V of Section 202 of The Controlled Substance Act (21 U.S.C.812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15, or any changes or amendments thereto as defined by corresponding state law.

**Drugs** shall be defined as those outlined in The Controlled Substance, Drug, Device and Cosmetic Act, cited above.

**Criminal Drug Statute** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, or use or possession of any controlled substance.

**Drug-Free Workplace or Workplace** means a site for the performance of work, whether on the premises of the Appalachia Intermediate Unit 8 or on the premises of a school district, or elsewhere. Workplace also includes any place where any school activity occurs, and the prohibitions of this policy shall apply to all school activities wherever located.

**Employee** means an employee of the Intermediate Unit and includes those employees directly engaged in the performance of work pursuant to the provisions of a grant to which the Drug-Free Workplace Act applies.

**Grant** means an award of financial assistance, including a cooperative agreement, in the form of money, or property in lieu of money, by a federal agency directly to a grantee.

**Grantee** means a person who applies for or receives a grant directly from a federal agency.

3. **Delegation of Responsibility**

The Board recognizes that the misuse of drugs is a serious problem with legal, physical, and social implications for the whole school community. As such, the Board is very concerned about the problem that may be caused by drug use by its employees, especially as the use relates to the safety, efficiency and productivity of the employees. Accordingly, the Executive Director is authorized and directed to develop and implement a Drug-Free awareness program meeting the requirements of the Drug-Free Workplace Act of 1988.

The Executive Director shall recommend to the Board changes in the policy whenever s/he deems it necessary or appropriate.

#### 4. Guidelines

Employees needing help in dealing with drug or drug related problems are encouraged to participate in a drug assistance or drug rehabilitation program such as are available through the drug and alcohol programs under the respective county Mental Health and Mental Retardation Agencies or other approved county agencies authorized to evaluate and treat persons for substance abuse. The drug-free awareness program shall include information on available counseling, rehabilitation and employee assistance programs.

In compliance with the Drug-Free Workplace Act, the Executive Director shall notify Intermediate Unit employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol is prohibited at the workplace, and that violation of this policy shall result in appropriate personnel action up to and including termination, and will result in termination in those instances required by Pennsylvania Law, even if occurring away from the workplace. Employees shall be further notified that if help is needed in dealing with such problems, they are encouraged to participate in a drug assistance or drug rehabilitation program such as are available through the drug and alcohol programs under the respective county Mental health and Mental retardation Agencies or other approved county agencies authorized to evaluate and treat persons for substance abuse. Employees shall be provided with a copy of this policy.

The Intermediate Unit shall make a good faith effort to continue to maintain a drug-free workplace through the implementation of this policy.

**SC 527  
P.L. 233  
No. 64**

Under Act 191 of 1988, and as the same has been or may be amended, any employee, professional or otherwise, who is convicted of delivery of a controlled substance or possession of a controlled substance with intent to deliver as prohibited by the Act of April 14, 1972, known as "The Controlled Substance, Drug, Device and Cosmetic Act," as amended shall be terminated from his/her employment in the manner and within the time period herein specified or otherwise provided by applicable law, rule or regulation.

The attention of employees is also directed to Act 31 of 1988 and as the same has been or may be amended, which establishes special penalties for drug trafficking on the Intermediate Unit property for individuals over eighteen (18) years of age if the delivery or possession with intent to deliver of the controlled substance was to a minor.

This policy shall be reviewed at least biennially to determine the program's effectiveness, and to implement changes if needed, and to ensure that disciplinary sanctions are consistently enforced.



**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
CIVIL RIGHTS STATEMENT REGARDING  
VOLUNTEERS, SERVICE PARTICIPANTS AND OTHER BENEFICIARIES**

We continue to maintain the policy stated in our June 6, 1994 Civil Rights Statement:

Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of the Corporation for National and Community Service is to ensure a mutual respect for all differences among us. Participation in the Corporation and its programs and projects will be based on merit and equal opportunity for all, without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community, or social affiliations.

By adhering to this policy, the Corporation will be able to foster civic responsibility, strengthen the ties that bind us together as a people, and provide educational opportunity for those who make a substantial commitment to service.

This policy applies to programs and projects we conduct, as well as those receiving federal financial assistance from us. For civil rights purposes, all programs and projects funded or receiving volunteers or service participants under the National and Community Service Act, as amended, or the Domestic Volunteer Service Act, as amended, are programs or activities receiving federal financial assistance. Any grantee found to have unlawfully discriminated against a volunteer, service participant, client, employee or beneficiary of such a program or project will be subject to a finding of noncompliance and administrative procedures which may result in termination of federal financial assistance from the Corporation and all other federal agencies.

Any volunteer, service participant, client, employee or beneficiary of a program or project who believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise his or her concerns with the Corporation's Equal Opportunity Office. However, discrimination claims not brought to the attention of our Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. Our Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.org](http://www.nationalservice.org).

The Corporation's Equal Opportunity Office attempts to resolve concerns about discrimination promptly and when possible uses an informal conciliation process to do so. We encourage, but do not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the program or project. We likewise encourage directors of programs and projects to facilitate prompt resolution of these concerns.

Directors of all programs and projects are requested to provide a copy of this policy to all volunteers or service participants.

Leslie Lenkowsky, Chief Executive Officer  
May 24, 2002



1201 New York Avenue N.W. ★ Washington, DC 20525  
202-606-5000 ★ [www.nationalservice.org](http://www.nationalservice.org)

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