



## **Impact America Personnel Handbook**

Revised August 2018

## **Message to Staff & Purpose of Handbook**

Welcome to Impact America! We are excited to have you on the team!

This employee handbook is intended to serve as a guideline, describing the basic personnel policies and practices ordinarily applied by Impact America. Impact America reserves the right to alter established employment guidelines that may not be in this handbook.

Impact America reserves the right to make changes, from time to time, to the guidelines described in this handbook. Moreover, because it is impossible to anticipate every situation that may arise, Impact America reserves the right to address a situation in a manner different from that described in this handbook.

If you have questions about the policies and procedures described in this handbook or suggestions for improvement, please see the President or HR Director.

## **IMPACT AMERICA BACKGROUND**

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### **Mission of Impact America**

Our mission is to engage students and recent college graduates to address community needs, empowering a generation through collaborative efforts to promote change in the communities we serve.

In order for our communities and institutions to thrive, we desperately need the talent, vitality, and perspective that only young people can bring. This generation of college students and recent graduates is among the most charitable in American history, with many yearning for an opportunity to make a real difference in communities of need. Impact provides that opportunity through four distinct initiatives that promote change while cultivating leadership.

Above all, we seek a sense of possibility—that our young citizens believe in the efficacy of their actions to make a real difference, that they develop a keen sense of empathy and responsibility for those most in need, that they strive to safeguard every individual's health, well-being, and worth.

### **Impact America Initiative Descriptions & Accomplishments**

Nationally, our signature initiatives include the following: FocusFirst, a high-tech vision care initiative for young children; and SaveFirst, a tax preparation and financial literacy initiative for working families. In Alabama, we also operate two additional initiatives: SpeakFirst, an all-star debate team for gifted students from Birmingham-area schools; and CollegeFirst, an Advanced Placement mentoring initiative. In 2015-16, we launched Stories from the Line in Memphis, a film initiative that examines families' experiences of poverty.

**FocusFirst:** Using high-tech cameras, FocusFirst provides free vision screenings to children, ages six months to five years, in childcare centers. Since 2004, over 3,200 college students and our team members have screened more than 432,000 children with approximately 10% of the children failing the screening. All children failing the screening receive subsidized follow-up care through our partner nonprofit, Sight Savers America.

**SaveFirst:** SaveFirst offers free tax preparation services and savings opportunities to low-income families, especially targeting those eligible for the Earned Income Tax Credit. Since 2006, more than 5,400 college students have served over 63,000 low income families at twenty-nine tax sites – helping them to claim over \$113 million in refunds and save \$20.7 million in commercial preparation fees.

**CollegeFirst:** CollegeFirst trains college and graduate students to implement a three-week, Summer Advanced Placement Institute for high-school students in Birmingham and Tuscaloosa, Alabama. Since starting the program in 2010, more than 1,200 students have attended the Summer Advanced Placement Institute, with biology, pre-calculus, chemistry, English, and computer science instructions provided by more than 475 college student mentors.

**SpeakFirst:** SpeakFirst enriches the academic experience of talented and motivated students from Birmingham-area high schools through participation in an “all-star” debate team. This highly collaborative initiative addresses a wide array of needs created by the deficit of opportunities and resources in these students’ local communities. SpeakFirst’s first nine graduating classes (thirty-seven students) have earned more than \$4.6 million in college scholarships. In August 2013, SpeakFirst launched a citywide middle school debate league, developing collaborative partnerships with seven middle schools across Birmingham. More than 100 Birmingham-area middle school students participate in the SpeakFirst Middle School Debate League each year.

**Stories from the Line:** Stories from the Line navigates the complexities that make up our community’s experience of poverty. In a series of short films that combine formal interviews with intimate vérité-style scenes at home with family, at work, and at school, we depict the portraits of specific individuals and families Impact America serves. Stories from the Line launched with our Memphis Corps Program during the 2015-16 year.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

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### **Personnel Files**

Impact America maintains personnel files, including signed copies of payroll and other important documents, on all employees. In general, personnel files contain the following items:

- Form I-9
- Document to determine identity (e.g., driver’s license)
- Document to determine work eligibility (e.g., Social Security Card, Passport, Permanent Resident card)
- Driver’s License (if not used to determine identity)
- E-verify I-9 authorization
- Emergency Contact Form
- Background Check Consent Form
- FBI Background Check Report
- Any state-specific background check authorizations (as applicable)
- State of Service Background Check Report
- State of Residence Background Check Report
- National Sex Offender Public Website Report
- Publicity Release Form
- Confidentiality Agreement
- Handbook Acknowledgement of Receipt
- Resume

Items that should be filed in the accounting office include the following:

- W-4 Federal Withholding Form
- State Withholding Form (if applicable)
- Job Description with salary
- Form(s) W-2

- Payroll Forms (PBS Employee Master & PBS Direct Deposit)

Note that all documents demonstrating identity and work eligibility (the original, physical copies) should be reviewed and a note made on the copy of the form to document that the original version was reviewed.

Some part-time employees or contract laborers may not be required to include all of these items in their personnel files, at the discretion of the President.

### **Timesheets**

Impact America maintains records of all employees' time and attendance as documentation of salaries or stipends paid. All employees are required to keep timesheets. Timesheet templates are created for each employee and are shared with you via Google Drive. You are responsible for updating the timesheet regularly and turning in a signed paper copy on a bi-weekly basis. Falsification of time and attendance records may result in disciplinary action.

### **Hours of Employment and Attendance**

Full-time work is generally assumed to occur Monday through Friday between the hours of 8:00am and 5:00pm, with one hour designated for lunch. Employees with an assigned office space are expected to work in the designated office space during normal working hours unless Impact America functions require that you be in a different location or previous permission to work remotely has been obtained. If you need to leave the office for a medical appointment, please notify your supervisor in advance (two weeks prior is preferable). Generally, you will not be required to take vacation time for such appointments; however, giving advance notice is required.

At the discretion of the President, flexible hours may be arranged if these hours will not interfere with the accomplishment of the organization's tasks and goals.

Employees who experience a delay or emergency that will require them to be more than 10 minutes late in arriving should notify a designated person of their expected arrival time. Frequent tardiness will result in disciplinary action.

### **Code of Conduct**

While acting in an official capacity, Impact America employees are expected to:

- Demonstrate mutual respect toward others;
- Act in a professional manner at the office, during trainings, at service sites, and at all other Impact America sanctioned activities;
- Follow directions (oral and written);
- Understand and follow all rules, guidelines, policies and regulations of Impact America;
- Direct concerns, problems and suggestions to your supervisor or another member of the senior staff;
- Abide by the Impact America Code of Conduct.

Regulations and procedures are necessary to the orderly progress of every organization. This code of conduct is intended to facilitate productive and satisfactory working relationships based on trust, self-discipline, and respect for the right of others. The following acts constitute a violation of the organization's rules of conduct and may result in suspension, probation, or termination:

- Lying or giving false, misleading information on service or program records including, but not limited to, time sheets, health care applications/records, child care applications, mileage reimbursement requests, and/or any other documents;

- Theft, unauthorized use, or unauthorized removal of Impact America property or resources; stealing from fellow staff, AmeriCorps members, students, the AmeriCorps office, service sites, or others at any time while on duty;
- Fighting (physical or verbal) while on duty;
- Engaging in any activity that may physically or emotionally damage Impact America, other employees and/or AmeriCorps members, or people in the community;
- Possession or consumption of any alcoholic beverage or possession or use of illegal drugs while on duty;
- Reporting to work while under the influence of alcohol or illegal drugs;
- Insubordination (deliberately disobeying a lawful order);
- Repeated use of inappropriate language;
- Refusing to accept an assignment;
- Incompetence or inefficiency in service provided;
- Unauthorized absenteeism or tardiness;
- Sleeping while on duty;
- Leaving work without permission;
- Unauthorized release of confidential or official information, documents, or materials;
- Failure to maintain satisfactory interpersonal relationships with Impact America staff, AmeriCorps members, student participants, clients, community members, or community partners;
- Unauthorized possession of weapons, firearms, or explosives (including likeness, replications, toys, non-working items) in the workplace or service sites, especially at schools and child care centers;
- Failure to wear appropriate attire;
- Smoking at Impact America office spaces or service sites, especially at schools and child care centers;
- Failure to inform the President within 24 hours in writing of any arrest or conviction that occurs during the term(s) of employment;
- Repeated failure to keep and/or turn in accurate time sheets, receipts, and/or other program records.

## **SALARIES AND BENEFITS**

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### **Salaries and Pay Schedule**

You will be paid every other Thursday. You will receive an equal salary every other week. Your salary will be directly deposited into the account(s) that you designate on your payroll paperwork. Impact America will deduct federal Social Security, Medicare, federal income tax, state income tax (if applicable), and city occupational tax (if applicable) from your check each pay period. The amount of withholding will depend, in part, upon how you fill out your W-4 at the start of your employment. If you need assistance in completing this form, please talk to the Fiscal Officer.

### **Holidays**

During the 2018-19 year, Impact America employees will be provided the following paid holidays:

Monday, September 3	Labor Day Holiday
Monday, October 8	Columbus/Indigenous Peoples Day Holiday
Wednesday, November 21 - Friday, November 23	Thanksgiving Holiday
Monday, December 24 – Tuesday, December 25	Winter Holiday
Monday, December 31 – Tuesday, January 1	New Years Holiday
Thursday, April 18 - Friday, April 19	Spring Holiday

Monday, May 27  
Thursday, July 4

Memorial Day Holiday  
Independence Day Holiday

Please note that the holiday schedule for staff members varies from that of AmeriCorps members.

### **Vacation**

Impact provides employees with a specified number of paid vacation days each year. Refer to your job description for the number of days allocated to you (more vacation leave is granted to employees who have been with Impact for a longer period of time). Vacation time may only be used provided that you fulfill your responsibilities. Vacation time must be used within the program year, and unused vacation time does not roll over into future years. Each new program year starts on the first day of orientation of the new Alabama Corps Members (because these members have the earliest start date).

Whenever possible, staff should plan vacations such that they do not conflict with program activities. In order to request a vacation day, please notify your supervisor in writing (via email) at least two weeks prior to your expected absence. Your supervisor must approve all requests, and every effort will be made to schedule leave for the time requested by the employee. In scheduling vacation, however, the effective continuation of the normal work routine will be the primary consideration. Employees should always request vacation time before purchasing plane tickets or making other travel arrangements.

Staff members exiting Impact America may be eligible for compensation for unused vacation days. Compensation will be determined based on the time of exit and will be calculated as follows:

- Staff members are expected to work for the 12 month program year (August--July). Staff members staying at least through mid-July will be compensated for *all* unused vacation days.
- Staff members exiting prior to mid-July will be compensated on a prorated basis for unused vacation days. The calculation works on the basis of one vacation day per month (12 total for the year). Some staff members will be provided with more than 12 vacation days for the program year; however, the same basis will be used. From the total number of remaining vacation days, staff members should deduct one day for each month, including July, that is prior to the end of the program year. An example is provided below.
  - Staff member was provided 14 vacation days at the start of the program year and has used 9 vacation days. The staff member plans to leave Impact America on May 26th. Although the staff member has 5 vacation days remaining, they will only be compensated for 3 unused vacation days.
  - Awarded: 14 vacation days
  - Used: 9 vacation days
  - Remaining: 5 vacation days
  - Deduction: 2 vacation days (1 for June and 1 for July)
  - Compensation: 3 unused vacation days

### **Sick Leave**

Impact expects employees to be present and perform all duties required of their positions. If an employee is unable to work due to illness, the employee should notify your supervisor as soon as possible after the onset of the illness with a request that a sick day be given.

Impact provides payment of income (sick leave) for employees. Sick leave is granted for all conditions requiring medical attention: illness, hospitalization, surgery, pregnancy, childbirth, and outpatient treatments, as well as doctor, dentist, and other medical appointments. Sick leave may be used for family illness or appointments.

All employees are provided at least ten sick leave days during the year, and half-days may be taken in lieu of a full day. (See your individual position description for total number of sick leave days for the year; more sick leave may be granted to employees who have been with Impact for a longer period of time.) Your supervisor may approve alternative working arrangements to make up sick leave on holidays or weekends if an employee must be out sick for an extended period of time.

Sick leave cannot be utilized for taking off days when an employee is not sick, attending a medical appointment, or taking care of a sick family member. Employees who take sick leave inappropriately may be subject to disciplinary action.

Any employee who is out on sick leave longer than three days may be requested to return to work with a doctor's certificate stating that the employee has been ill and confirming the employee's fitness to return to duty. Frequent absences due to illness may result in a meeting with your supervisor to assess fitness for employment.

If it does not cause a disruption of the work process, employees may request to work from home during times of minor illnesses. Such requests must be approved by your supervisor.

Sick leave does not roll over into a new year. Upon separation, employees are not compensated for unused sick leave.

Should a major circumstance arise in which an employee needs to take additional sick leave over what has been allocated, that employee should discuss his or her unique situation with Sarah Louise to determine a course of action.

### **Maternity Leave**

Full-time employees may be eligible for extended maternity leave for incapacity due to pregnancy or prenatal medical care; to care for the employee's child after birth; or for placement for adoption or foster care if they have worked 1,600 hours during the twelve months preceding the requested leave and they have been employed full-time by Impact for at least twelve full months.

The employee may take up to four weeks of paid leave and up to eight additional weeks of unpaid leave, for a total of twelve weeks of leave. The employee may choose to return to work part-time (with prorated pay) at any point during the maternity leave. The employee may choose to use available paid sick leave and paid vacation leave prior to using maternity leave. Sick leave and vacation leave used for maternity leave count toward the total amount of maternity leave days awarded.

An employee must provide at least sixty days advance notice prior to taking maternity leave. Details are to be arranged between the employee and the Human Resources Director with the approval of Sarah Louise.

In the sixty days leading up to the start of the maternity leave, the employee must prepare notes about the major activities that employee is involved with and instructions for how another person can complete those activities during maternity leave. This plan is due no later than three weeks prior to the start of the maternity leave.

Employees who return from maternity leave will be reinstated to the same job they left, or one with substantially equivalent benefits, pay, and other terms and conditions of employment. If the employee's medical condition indicates the employee may be unable to perform an essential job function or presents a significant safety concern, a fitness-for-duty certification may be required and may be subject to further medical review.

The consequences of not returning from maternity leave when leave time expires include the loss of the potential right to job restoration.

### **Leave of Absence**

Leaves of absence without pay may be granted on a case-by-case basis. If you have any concerns about successfully completing the year, schedule a time to talk with Sarah Louise in order to discuss your unique situation.

### **Jury Duty**

Impact fully supports employees' civic duty to serve on a jury when called. As soon as you are aware of the dates of your service, please inform Sarah Louise so that appropriate actions may be taken to cover your responsibilities for that period. It may be possible to request an extension in order to allow Impact to better prepare for your absence, but this policy should in no way be construed to imply that Impact does not fully support your time of service.

Jury duty leave will be granted with pay and will not be counted as vacation or sick leave. If an employee is excused or dismissed early by court officials, he/she should return to work promptly.

### **Military Leave**

Employees who are recalled to, inducted in, or required to attend mandatory annual training in the National Guard or Reserves may take vacation time and/or discuss with Sarah Louise an alternative arrangement. Otherwise, Impact offers unpaid military leave in accordance with the Uniform Services Employment and Reemployment Rights Acts of 1994 (USERRA).

### **Time Off for Voting**

Because election polls are open from 7 a.m. until 7 p.m., most employees find it possible to vote before or after work. However, if it is impossible for an employee to go to the polls on personal time, his or her supervisor will work with the employee to make a schedule adjustment that will enable the employee to vote.

### **Health Insurance**

Due to the nature of the Impact America staffing structure, Impact America does not provide health insurance to employees. Refer to your job description for details about an additional monthly stipend provided by Impact to assist you in purchasing your own health insurance policy.

### **Parking**

Parking costs for an employee's primary workspace will be covered by Impact America.

### **Other Benefits**

Employees may be awarded other benefits including an education award, bonuses, or additional vacation time at the discretion of the President, and/or Board of Directors.

### **Worker's Compensation**

You are entitled to worker's compensation for injury by accident or injury by disease when injured while serving with Impact America, subject to applicable rules, regulations, and statutes related to worker's compensation in your state of employment. If you are injured while serving, first seek any needed medical attention. Then, contact your supervisor to discuss filing a claim.

### **Unemployment Insurance**



All paid employees, regardless of classification, are entitled to unemployment benefits if they become unemployed through no fault of their own.

## **GOVERNING POLICIES**

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### **Nondiscrimination Policy & Affirmative Action**

We cultivate a service environment that encourages fairness, teamwork, and respect among all employees. We are firmly committed to maintaining a service atmosphere in which people of diverse backgrounds and lifestyles may grow personally and professionally. It is our strong belief that equal opportunity for all employees is central to the continuing success of our organization. We will not discriminate against an employee or applicant because of race, religion, sex, national origin, ethnicity, age, physical or mental disabilities, political affiliation, sexual orientation, color, gender identity characteristics or expression, marital status, veteran status, or medical condition in hiring, promotion, demotion, training, benefits, transfers, terminations, recommendations, or salary/stipend amounts.

All employees are expected to abide by this nondiscrimination policy in all aspects of your work, including interactions with Impact America staff, AmeriCorps members, community partners, student volunteers, service recipients, and any other individuals with whom you may come into contact.

In support of our commitment to equal opportunity in all matters relating to service, we maintain a positive, continuing program of affirmative action. We strive to achieve and maintain a diverse workforce. Toward that end, we undertake the following actions, which represent some but not all of our affirmative action efforts:

1. Fair and consistent hiring, promotion, and salary/stipend administration practices that comply with our nondiscrimination policy.
2. Communication about our nondiscrimination policy to all employees on a regular basis.

### **Reasonable Accommodations Policy**

Impact America welcomes applications from people with disabilities. We have taken steps to make our work facilities barrier free and accessible. We have sought to identify the essential functions and physical requirements of all distinct jobs at Impact America and will make reasonable accommodations through scheduling, task reassignment, and other methods to accommodate applicants and employees with disabilities.

Under no circumstances will Impact America's hiring staff base its decision of employee selection upon disclosure by an applicant of a disability.

Each employee shall, upon initial orientation to the program, be provided with this policy in written (and oral, if necessary) form. Any disclosure of a disability by an employee shall be kept in that individual's personnel file in a secure location. Only those individuals within the organization responsible for ensuring reasonable accommodations shall be informed of the disability.

If an employee needs to make a request for an accommodation due to a disability, he or she should schedule a time to meet with the President. A request should be provided in writing with as clear a suggestion as possible for how Impact America can best accommodate the request. A plan will be discussed and developed in partnership with the individual making the request. Responses to requests shall be given within two weeks of the initial request. If, for some reason, the President believes that accommodating the request will take longer than two weeks, they will notify the individual and discuss an alternative timeframe for responding to the request.

Accommodations that impose an undue financial or administrative burden on the operation of the program or fundamentally alter its nature are not reasonable accommodations. Impact America must document and prove any undue burden. Similarly, a person who poses a direct threat to the health or safety to himself or herself or to others, where the threat cannot be eliminated by reasonable accommodation, is not a qualified individual with a disability. In such instances, Impact America must document and prove the direct threat.

In a few cases, Impact America may receive requests from employees for accommodations that we believe are unduly disruptive to our program or are too expensive. Impact America must provide accommodation to employees, upon request by a qualified individual with disabilities, unless doing so is an undue financial or administrative burden to our organization.

### **Sexual Harassment Policy**

Title VII of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, sex, age, or national origin. Sexual harassment is included among the prohibitions. It is Impact America's policy to promote a workplace free from sexual harassment. Each individual has the right to work in a professional atmosphere which promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. At Impact America, sexual harassment—whether verbal, physical, or environmental—is unacceptable and will not be tolerated.

#### **DEFINITION**

For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's service;
- Submission to or rejection of such conduct by an individual is used as the basis for enrollment decisions affecting such an individual; or,
- Such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive service environment.

Examples of sexual harassment include, but are not limited to, the following: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or enrollment; repeated sexual jokes, flirtation, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, touching, or pinching; suggestive, insulting, or obscene comments or gestures of a sexual nature; display in the workplace of sexually-suggestive objects or pictures.

#### **GUIDELINES**

This policy covers all AmeriCorps members and staff personnel of Impact America. Impact America will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow members, supervisors, managers, or by outside clients or other non-employees who conduct business with Impact. Impact America encourages reporting of all incidents of sexual harassment regardless of who the offender may be.

All supervisory personnel within the nonprofit are responsible for eliminating any and all forms of sexual harassment of which they are aware. Any personnel or members who are made aware of

sexual harassment and fail to take corrective action pursuant to this policy will be subject to discipline up to, and including, termination.

While Impact encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, Impact America also recognizes that power and status disparities between an alleged person harassing and a target may make such a confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, the following individuals should be contacted through the procedure outlined below. Impact will not in any way retaliate against an individual who makes a report of sexual harassment, nor will Impact permit any supervisor, officer, or member to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately.

## PROCEDURES

1. A report of an alleged violation of this policy should be made immediately to the Human Resources Director or Sarah Louise.
2. An investigation of the alleged harassment will be handled in a confidential manner so as to protect the privacy of persons involved. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances. In pursuing the investigation, Impact America will try to take the wishes of the complainant into consideration, but will thoroughly investigate the matter as appropriate under the circumstances. The alleged person harassing will be made aware of the alleged harassment and will be given an opportunity to respond and present witnesses. Impact America will keep the complainant informed as to the status of the investigation. Upon completion of the investigation of a sexual harassment complaint, the investigator will recommend to management the appropriate action to be taken. If Impact America concludes that harassment occurred, the person harassing will be subject to appropriate disciplinary procedures, as described below. The complainant will be informed of the disciplinary action taken.
3. In the event that the harassment cannot be substantiated, this finding will be communicated to the complainant in an appropriately sensitive manner. The complainant is always free to provide additional evidence, which will also be investigated.
4. Continuation of employment of the offended party and witnesses will be in no way adversely affected through use of this procedure, subject to paragraph 6, below.
5. Individuals found to have engaged in misconduct constituting sexual harassment will be severely disciplined, up to, and including, termination. Appropriate sanctions may include written reprimand, referral to counseling, withheld pay, or termination.
6. If an investigation results in a finding that the complainant falsely accused another of sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including the possibility of termination.

### **Grievance Policy**

A grievance is any significant employee concern that arises in the application of personnel breaches or in violation of personnel practices, either between employees and their colleagues or between Impact America and its employees.

All employees must file complaints in accordance with the following procedures set forth below.

**A. Pre-Complaint Process.** In general, all aggrieved parties such as employees, applicants, AmeriCorps members, or any other interested parties should attempt to resolve any problems or

disputes with the other party on a one-to-one basis. The issues should be clearly stated and understood by both parties. If this process does not resolve the matter, the aggrieved party may request that the program provide an alternative dispute process such as mediation or facilitation to resolve the dispute. The program may provide this alternative dispute process to the aggrieved party. The program and the aggrieved party will jointly select the mediator or facilitator.

If an alternative dispute process is used and the matter is not resolved within 30 calendar days from the date the dispute resolution process began, the neutral party mediating or facilitating the process should notify the aggrieved party of his/her right to file a formal complaint. The neutral party, however, may not participate in the formal complaint process. In addition, no discussions of the pre-complaint process can be referred to or introduced into evidence in the formal complaint process including the arbitration hearing.

**B. Formal Complaint Process.** While grievances may be filed up to one year after the date of the alleged occurrence, except for a grievance that alleges fraud or criminal activity pursuant to 45 CFR Section 2540.230, it is preferred that they be filed no later than 60 days after the date of the alleged occurrence. Allegations of fraud or criminal activity as it relates to the AmeriCorps program must be reported immediately to the Corporation for National and Community Service's Inspector General. If the grievance pertains to discrimination on the basis of race, color, national origin, gender, age, or disability the employee will be immediately notified in writing of his/her right to file a discrimination complaint with the U.S. Equal Opportunity Office. In general, the employee has 180 days after the alleged discrimination to file a complaint.

- 1) The employee must notify the President to discuss the complaint and put her or his complaint in writing setting forth the facts of the situation, the program's policy or procedure involved, and ideas or suggestions for resolution of the problem. The President must discuss the matter with the employee and any other appropriate parties and reply in writing to the employee's written complaint within ten working days after receiving it.
- 2) If the dispute is not mutually resolved or the President fails to reply within the time period stated above, the employee may appeal the matter to the HR Director or board of directors within five working days after receiving the President's written decision. The the HR Director or board of directors must meet with the aggrieved parties within five working days of receiving the appeal. At this meeting, the HR Director or board of directors or their designated official will discuss the grievance with the aggrieved party. Within five working days of this meeting, the HR Director or board of directors or their designated official will render a decision on the grievance and the necessary actions.
- 3) If the aggrieved employee is unsatisfied with the decision or the HR Director or board of directors or their designated official fails to issue a decision within the time limit, the employee may appeal the decision to the Board of Directors by notifying them in writing within five working days of receiving the decision. The appeal should describe the grievance and the steps the employee has already taken to resolve the matter. A representative from the Board of Directors will hold an informal hearing, interview the parties involved in the dispute, and render a final decision within ten working days from the date the appeal was filed.
- 4) *Arbitration:* If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties. If the parties cannot agree on an arbitrator within 15

calendar days after receiving a request from one of the grievance parties, the Chairman of the Board of Directors will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chairman of the Board of Directors, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.

A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration.

In the event of noncompliance with arbitration, a suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

### **Confidentiality Policy**

Impact America requires all employees to sign a confidentiality agreement as a condition of employment, due to the possibility of being privy to information that is confidential and/or intended for the nonprofit's use only. All employees are required to maintain such information in strict confidence. This policy benefits you, as an employee, by protecting the interests of Impact America in the safeguard of confidential, unique, and valuable information from competitors or others.

Should an occasion arise in which you are unsure of your obligations under this policy, it is your responsibility to consult with Sarah Louise before disclosing any potentially sensitive information. Failure to comply with this policy could result in disciplinary action, up to, and including, termination.

### **Whistleblower Policy**

Impact America's Code of Ethical Conduct requires directors, officers, employees, and AmeriCorps members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

It is the responsibility of all directors, officers, employees, and AmeriCorps members to comply with the Code and to report violations or suspected violations in accordance with this Whistleblower Policy.

#### *No Retaliation*

No director, officer, employee, or AmeriCorps member who, in good faith, reports a violation of the Code shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline, up to, and including, termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

#### *Reporting Violations*

The Code addresses the organization's open-door policy and suggests that employees and AmeriCorps members share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, the President is the best person to address an area of concern. However, if you are not comfortable speaking with the President or you are not satisfied with the President's response, you are encouraged to speak with the HR Director or someone on the board whom you are comfortable

approaching. The President and board members are required to report suspected violations of the Code of Ethical Conduct to the Chair of the Board, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or are uncomfortable with following the organization's open-door policy, individuals should contact the Chair directly.

#### *Acting in Good Faith*

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

#### *Confidentiality*

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

#### *Handling of Reported Violations*

The Chair of the Board will notify the sender and acknowledge receipt of the reported violation or suspected violation within 10 business days. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

### **Impact America Property**

In many cases, staff members will be asked to utilize their personal computers and cell phones while working for Impact America. Talk to your supervisor if you do not have personal equipment that is available for work use.

Impact America-owned computer equipment, including laptops, may not be used for personal use. It is forbidden to install any programs on an Impact America computer without your supervisor's permission. Forbidden programs include, but are not limited to, games, online services, music, video, or other media, etc. Further, the copying of programs installed on Impact America computers is not allowed.

The telephone lines at Impact America must remain open for business calls. Employees are requested to avoid making any personal calls - incoming and outgoing - with the exception of emergency calls. No long distance calls are to be made on Impact America phones that are not strictly business related.

If you are concerned about overage charges on your cell phone plan, please discuss your cell phone plan with Sarah Louise. An arrangement can be made to cover the additional charge of increasing your minutes. You should discuss the need for this arrangement **prior to incurring overage charges**. In many cases, you can set up a Google phone account on your computer and, through the use of a headset, make necessary phone calls via the Internet.

### **Safety**

Safety is a joint venture at Impact America. Impact America provides a clean, hazard-free, healthy, safe environment in which to work. As an employee, you are expected to take an active part in maintaining this environment. You should observe all posted safety rules, adhere to all safety instructions and use safety equipment where required. Your workplace should be kept neat, clean, and orderly.

As an employee, you have a duty to comply with the safety rules of Impact America, assist in maintaining the hazard-free environment, to report any accidents or injuries - including any breaches of safety - and to report any unsafe equipment, working condition, process, or procedure, at once to your supervisor.

Employees may report to your supervisor or to the President safety violations or injuries anonymously. No employee will be punished or reprimanded for reporting safety violations or hazards. However, any deliberate or ongoing safety violation or creation of hazard by an employee will be dealt with through disciplinary action by Impact America, up to, and including, termination.

When out of the office on Impact America business, observe all traffic laws and safety regulations at any location where you might be working, screening, etc. Unfortunately, Impact America cannot guarantee that partners such as child care centers or community centers with which we partner follow the same safety guidelines as Impact America. However, should you observe any activity that you feel poses a safety risk to you, you should leave the site immediately and report the issue to your supervisor.

**Text messaging while driving on Impact America business is strictly forbidden, whether you are in your personal car or a rental car.**

### **Smoking Policy**

Impact America endeavors to provide a healthy environment and, therefore, prohibits any form of tobacco to be consumed in Impact America office areas or near the entrance area of an office. Additionally, you should follow the smoking policies in place at any other location Impact America uses for office space, and any location within the community where you might be working on a given day, especially schools, preschools, Head Starts, and daycare centers. **Under no circumstances may you smoke on the property of a school or childcare center, even in your car.** Leave the premises, including the parking lot, before smoking.

### **Drug-Free Workplace Policy**

#### Purpose and Goal

Impact Alabama is committed to protecting the safety, health and wellbeing of all employees, AmeriCorps members, and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

This organization encourages employees to voluntarily seek help with drug and alcohol problems.

#### Covered Individuals

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to executive management, full-time employees, part-time employees, interns, and AmeriCorps Members.

#### Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization and while on organization property.

#### Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee or AmeriCorps member taking prescribed or over-

the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee or AmeriCorps member, fellow employees or AmeriCorps members, or the public, it is the employee or AmeriCorps member's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

#### Notification of Convictions

Any employee or AmeriCorps member who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within thirty days of notification. Federal contracting agencies will be notified when appropriate.

#### Drug Testing

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees or AmeriCorps members who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All drug-testing information will be maintained in separate confidential records. Each employee or AmeriCorps member, as a condition of employment or service, will be required to participate in reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management. The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates and Phencyclidine (PCP). Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine. Any employee or AmeriCorps member who tests positive will be immediately removed from duty; suspended without pay for a period of 30 days; referred to a substance abuse professional for assessment and recommendations; required to successfully complete recommended rehabilitation including continuing care; required to pass a Return-to-Duty test and sign a Return-to-Work Agreement; subject to ongoing, unannounced, follow-up testing for a period of five years; and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement. An employee or AmeriCorps member will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

#### Consequences

One of the goals of our drug-free workplace program is to encourage employees and AmeriCorps members to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee or AmeriCorps member violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee or AmeriCorps member required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment or service. Nothing in this policy prohibits the employee or



AmeriCorps member from being disciplined or discharged for other violations and/or performance problems.

#### Return-to-Work Agreements

Following a violation of the drug-free workplace policy, an employee or AmeriCorps member may be offered an opportunity to participate in rehabilitation. In such cases, the employee or AmeriCorps member must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment or service.

#### Assistance

Impact America recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees and AmeriCorps members, our drug-free workplace policy:

Encourages employees and AmeriCorps members to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

Encourages employees and AmeriCorps members to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help. Treatment for alcoholism and/or other drug use disorders may be covered by the employee or AmeriCorps member's health insurance plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee or AmeriCorps member.

#### Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

#### Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Employees, AmeriCorps members, and management have important roles to play.

All employees and AmeriCorps members are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees and AmeriCorps members are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their supervisor.
- It is the supervisor's responsibility to:
  - Inform employees of the drug-free workplace policy.
  - Observe employee performance.
  - Investigate reports of dangerous practices.
  - Document negative changes and problems in performance.
  - Clearly state consequences of policy violations.

#### Communication

Communicating our drug-free workplace policy to supervisors, employees, and AmeriCorps members is critical to our success. To ensure all employees and AmeriCorps members are aware of their role in supporting our drug-free workplace program:

All employees and AmeriCorps members will receive a written copy of the policy.

The policy will be reviewed in orientation sessions with new employees or AmeriCorps members.

#### **Email/Telephone/Text Message Policy**

Because much of the organization's work takes place outside of a normal office setting, **it is very important that you check your email and cell phone messages on a regular basis.** If you are out of the office at a service site, you should check your email immediately when you return. This same policy applies to checking your cell phone messages. Employees who work mainly in the office are expected to check email and phone messages regularly throughout the workday.

If you do not plan to check your email while on vacation, set up an auto-away message to alert anyone who sends you a message that you may be delayed in responding to emails. Otherwise, we will expect that you will see email messages even while on vacation. In your auto-away message, designate someone to whom the sender can forward his or her message, and include the office phone number.

On some occasions, your supervisor may send a text message to you in lieu of an email, generally to convey information more quickly or to provide short messages. Feel free to send text messages to your supervisor as well. We will respect your non-working hours and refrain from sending text messages or calling you before 8:00am or after 6:00pm every day, except in the case of an emergency or to alert you to some information that affects the following day. We expect the same courtesy. Please do not G-Chat your supervisor or other staff members before 8:00am or after 6:00pm, even if we are online. You may send emails to us at any time of day.

**Please spell check and proofread every email you send on behalf of Impact America.** It is very important that emails are phrased professionally and are grammatically correct. If you receive a rude email, do not respond similarly. If you are unsure of how to respond to any issue, please consult with your supervisor before responding. Please do not use an excessive number of exclamation marks!

**You should CC the appropriate personnel on every email you send related to Impact business.**

When you receive responses back, please forward them accordingly so that everyone is kept updated on the issue at hand.

Do not put more than one email address in the "To" field, unless you need a response from more than one person. In such a case, clearly state in the email what you need from each person. This avoids problems with addressees not knowing for whom a message was intended and ensures that the appropriate person knows he or she should respond.

You should respond to all messages received within twenty-four hours of receipt. If you know you will not be able to provide a thorough response within twenty-four hours, you should at least send an acknowledgement that the message was received and an estimated time frame in which you will respond fully to the message or complete the requested task.

### **Dress Code**

As a representative of Impact America, we expect you to present a clean and professional appearance when you represent us both within and outside the office. Please dress appropriately depending on your schedule for the day. You should dress business casual at all times unless you are attending a service event that requires more casual attire. **Your ID badge is a required component of your dress any time you are representing Impact America.** Additional policies may be put in place in individual offices.

### **Resignation**

Impact America requires at least two weeks' notice should you decide to resign from your position before the end of the specified term of service.

### **Termination**

Impact America will make all attempts to provide three warnings (one verbal and two written) prior to terminating an employee who has committed an offense, acted in an unethical manner, or broken the Code of Conduct. However, egregious offenses, including, but not limited to, fraud or negligence may subject the employee to immediate termination.

**Other policies**

Impact America reserves the right to add and update policies on an as-needed basis.

**Personnel Handbook Acknowledgement**

I have received a copy of the Impact America Personnel Handbook, reviewed it, and had the opportunity to ask questions about it. I understand the policies described in the Handbook and agree to abide by them.

I understand that this Handbook does not represent a contract of employment but rather serves as a guideline.

I understand that this Employee Handbook and the policies described in it may be changed from time to time, with or without advance notice, at Impact America’s discretion.

Employee Name (Print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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

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