

Homes for All Member Service Agreement

I. PURPOSE

The Member understands that by participating in the Program, the Member does not become an employee of Homes for All thus unemployment compensation law does not require coverage for AmeriCorps members because no employer/employee relationship exists. Any benefits received by the Member or allowances paid to the Member are paid and provided only by and to the extent of the terms of a grant provided through the federal agency, AmeriCorps.

The Program is funded under the National and Community Service Act of 1990 as amended and the 2010 Serve America Act, supported by the Kentucky State Service Commission (hereafter called "Serve KY"), and the federal agency, AmeriCorps ("the Agency").

This agreement is in **effect for the period** ______ through _____ and is based on a Program-approved Member Position Description, which describes the service activities that will be performed by the Member.

II. MEMBER ELIGIBILITY

The Member certifies, under penalty of law, that they meet the following eligibility requirements:

- Are a citizen, national, or lawful permanent resident alien of the United States:
- Are at least 17 years of age at the commencement of service;
- Have obtained a high school diploma or its equivalent (or agrees to obtain a high school diploma or its equivalent, with support from the Program, before using an Education Award); and
- Have satisfied the National Service Criminal History Check eligibility criteria pursuant to 45 CFR 2540.202. Individuals who have been convicted of a drug offense within the last twelve months, convicted of a violent offense per KRS 17.165, and/or Class A and/or B felony convictions are ineligible for service with Homes for All.

The Member must satisfactorily pass the required criminal history checks before entering the Program. If circumstances are warranted that another check should be done within the program year, the Member must also pass that check to remain in the Program. Failure to pass that check is grounds to be terminated for cause.

III. MEMBER POSITION DESCRIPTION

The Member's specific allowable service activities are outlined in a separate document with terms and conditions, signed by the Member, Site Supervisor, and the AmeriCorps Program Director. A copy of the signed position description will be placed in the Member file. Member agrees that they will conduct activities as agreed upon in the assigned position description and will not serve outside of this capacity without prior written consent from the Program Director in cooperation with the Site Supervisor. Any activities approved outside of the position description will be allowable and aligned with the terms and conditions of the grant. Sites choose activities that add up to 90% of the member's hours, leaving 10% of hours reserved for Homes for All and AmeriCorps specific activities.

Capacity Building Activities (no more than 50% of hours)

- **volunteer program development:** establish a structure for volunteer program, create volunteer program policies, develop volunteer training, write volunteer needs assessment | for the purpose of supporting construction or housing services.
- **improving service programs:** enhance client assessment and intake protocols, develop new housing or financial based curriculum, establish partnerships with other community-based organizations or groups to support services.
- developing in-kind resource system: design and execute in-kind resource system to secure items such as food, toiletries, clothes, bedding, furniture, kitchen utensils, dishes, and other essential items to support clients experiencing homeless or trying to maintain housing.
- **implementing communications and/or outreach plan:** implement a communications and outreach strategy to increase community awareness of and engagement in issues related to homelessness and housing, design templates for communications, identify organizations and agencies to connect with to provide better services to clients and develop partnerships.

Construction Member Activities

- **new home construction:** work with carpenters, other staff, or volunteers to build new homes with projects consisting of framing, roofing, painting, floor coverings, drywall, and other aspects of new home construction.
- **repair or rehab construction:** help improve existing homes by working with carpenters, other staff, or volunteers to complete critical home repairs with projects consisting of building ramps and porches, replacing windows and flooring, roofing, painting, and other aspects of home repair.
- weatherization: help improve existing homes through weatherization services including insulation, caulking, air duct work, window and door replacement, and other projects that contribute to reducing energy consumption and optimizing energy efficiency.
- **safety**: follows all safety procedures and takes proper precaution for personal safety and safety of volunteers, staff, carpenters, and other individuals on the worksite, care and accountability for all equipment and tools.
- **project selection and management:** identify home repair projects for low-income households through community outreach and from referral agencies, develop scope of work by reviewing household applications, home visits, writing project plans, creating materials list and project steps.

- **volunteer management**: during project including onsite management and project placement for volunteer groups.
- **volunteer recruitment and training**: to conduct new home, home repair or rehab, and weatherization activities.
- client or homeowner management: assist homeowners in maximizing their opportunities for required sweat equity hours and provide oversight of required hours for program completion. Provide general maintenance education, homeownership skills, and energy savings information to homeowners or clients through trainings, workshops, and/or other channels.
- **environmental reviews:** complete inspections and reports to ensure home is safe and healthy.
- program support and operations: activities related to the continuation of programs and services for clients including: work plans, intake and assessment, personnel activity records, creating and maintaining client files, writing and submitting client and data reports, recordkeeping related to client funding sources.

Housing Services (Homeless Services)

- **housing focused case management:** including the use of housing focused tools (full SPDAT) during on-site or client home visits to assist with housing stabilization.
- **housing counseling:** develop client-specific action plans to acquire and/or retain housing.
- **client assessment and intake**: conduct assessments (i.e. VI-SPDAT) for appropriate housing assistance or referrals for individuals and households experiencing or at risk of homelessness. Assessments may include information on other services needed by the individual or household.
- **client paperwork/documentation:** assist individuals and households in obtaining necessary documentation needed for housing assistance and funding sources.
- **housing searches:** assist individuals and households at risk of or currently experiencing homelessness in identifying and securing housing through housing searches, housing inspections, completing housing applications, meeting with landlords, etc.
- **service referral**: complete referrals to other agencies for supportive services to assist clients in acquiring other resources for self-sufficiency, maintaining housing, and/or achieving greater financial stability.
- ongoing case management and client support: including education, employment and
 financial literacy support and guidance, connecting clients to in-kind emergency services
 such as food, clothing, transportation, or medical care, assisting clients in applying for
 public benefits such as SNAP, K-Tap, Medicaid, SSI/SSDI, and other cash and non-cash
 benefits, transportation to service providers, accompany clients to
 meetings/appointments.
- **rent or utility assistance:** provide emergency rent or utility assistance to individuals at risk of eviction or utility shut off and other financial assistance to support homelessness prevention.
- **landlord outreach/eviction prevention:** develop relationships with new or existing landlords to connect clients to appropriate housing, mitigate any client-landlord issues, and conduct unit inspections.

- **street outreach:** identify and engage people living in unsheltered locations to provide services and referrals and ensure the individual's basic needs are met while supporting them towards housing stability.
- program support and operations: activities related to the continuation of programs and services for clients including case management notes, data entry (i.e. KYHMIS), personnel activity records, maintaining client files, writing and submitting client and data reports, recordkeeping related to client funding sources, and/or securing food or shelter supplies.

Financial Literacy

- **financial literacy training**: provide financial literacy workshops and trainings to groups of prospective clients, new clients, or existing clients.
- **financial literacy counseling:** provide individual, in-depth counseling sessions that help clients understand and use good financial management skills including financial planning, managing debt, and personal finances.
- **credit counseling:** pull credit reports, analyze credit reports, and obtain other required supporting documentation to appropriately refer client to programs and services, develop client-counselor action plans, follow-up with clients on goals and progress, provide other counseling services related to improving credit.
- **budget and debt management counseling**: work with clients to create responsible budget, develop client-counselor action plans, follow-up with clients on goals and progress, provide other services related to successful fiscal management.

Housing Services (Homeownership or Home Repair Services)

- **homeownership counseling:** support clients through the various stages of the homeownership process including counseling to a homeownership ready status through credit or budget sessions, securing required documentation and paperwork, completing loan applications, teaching homeownership education and home maintenance.
- home repair loan counseling: support clients seeking home repairs through securing required documentation and paperwork, completing loan applications, assessing repair needs, and any counseling required to get clients ready to secure a home repair loan or program services.
- client assessment and intake: meet with new or prospective clients to assess program eligibility and course of action, provide information on programs to new or prospective clients,
- **client paperwork/documentation:** assist individuals and households in obtaining necessary documentation needed for housing assistance and funding sources.
- **homebuyer education**: teaching courses or individual counseling sessions to prospective homebuyers.
- **homeownership education**: teaching courses or individual counseling sessions on basic homeownership maintenance for households in pre and post purchase status.
- **rental program support**: help individuals apply for rental units operated by the site, complete inspections of rental units, counsel individuals residing in rental units on subjects housing and financial matters like the ones approved in this list of activities.
- **program support and operations:** activities related to the continuation of programs and services for clients including counseling notes, data entry (i.e. CounselorMax), personnel

activity records, maintaining client files, writing and submitting client and data reports, and recordkeeping related to client funding sources.

Other Housing Related Services

- **public outreach events:** support organization in the planning and implementation of events to increase community support and involvement, increase awareness of issues related to housing and homelessness, and speak on those issues to various groups (i.e. civic groups, churches, college classes).
- **interagency or community meetings:** participate in interagency or community meetings (i.e. Local Prioritization Committees) to identify other supports for clients or connect clients to other agencies.
- voluntary client sessions: provide training and education on parenting, life skills, personal goal setting, financial management, health and safety, tenant education, job readiness, and employment.
- community service projects or workdays: support organization in the coordination of a community based service project (i.e. Repair Affairs or House Raisings) through counseling, program paperwork, designing scope of work, volunteer recruitment or management, and construction activities.
- **member training:** attend local, regional, state, or national trainings to acquire new skills that will support the member in delivering services to their clients or communities.

Volunteers

- **volunteer recruitment:** identify groups to secure as volunteers, conduct outreach to groups, provide information on volunteer opportunities.
- **volunteer management:** provide management and supervision of volunteers to ensure proper oversight and guidance, manage with the intent to retain volunteers for future services.
- **volunteer training**: lead sessions for individuals or groups on volunteer program and policies (i.e. safety, emotional intelligence, client confidentiality).

Other Duties Related to the Homes for All Program (10%)

- Participate in the following events and trainings that fall within their term of service: monthly member training calls, pre-service orientation, AmeriCorps Launch, MLK Day of Service, National Service Recognition Day, AmeriCorps Week, Spring Service Project, End of Year Celebration, and two additional member development components
- Reporting: submit timesheets weekly, submit program data reports on performance measures monthly
- Communication: check emails, return phone calls/texts, and respond to programmatic requests

IV. TERMS OF SERVICE

The Member's term	of service begins or	and ends	

The Program and the Member may agree to alter (extend or change) this term of service, in writing, for the following reasons:

- The Member's service has been suspended.
- The Member's service has been terminated, but a grievance procedure has resulted in reinstatement.

• The Program deems alteration necessary within reason and with notification to the Member.

The Member will complete a minimum of 1700 hours of service. The Member must successfully complete the stated term of service hours to be eligible for the Education Award.

To be eligible to serve an additional term of service the Member must receive satisfactory performance for any previous terms of service, as well as complete the minimum number of hours in their term of service. The Member must also complete all trainings, service days, and reporting. Eligibility for an additional term of service does not guarantee selection or placement.

The Member will complete their hour requirements by following the Term of Service Outline:

Term of Service Outline

1700-hour Members are expected to serve approximately 37.5 hours in a typical week. This assures the service site a full year of service from the Member while allowing the Member to take some time off throughout the year.

The exact schedule (i.e. Monday through Friday) will be agreed upon by the member and supervisor but the Member needs to serve an average close to 37.5 hours per week or 75 hours per period. Throughout the year, Program staff will review the Member's progress to date. If the Member's required weekly number of hours is higher than 37.5 hours in America Learns, Program staff will work with the Member and Site Supervisor to complete an action plan that explains how the Member will catch up on hours. The Member will then need to serve the minimum weekly number of hours required. For example: if a Member does not serve 37.5 hours per week regularly and their average needed to finish their service increases to 42 hours per week, the Member will then need to create an action plan that has a schedule of at least 42 hours each week and serve that amount.

If a Member does not follow the schedule that has been established, the Member will be in violation of the Member Service Agreement and will face corrective action.

The Member will report all time served in America Learns on a **weekly** basis. The Site Supervisor and Program staff will approve the Member's hours.

Three or more consecutive days off in a period will be considered an extended absence. Program staff may require documentation from the Member to demonstrate the leave is necessary (i.e. multiple sick days). Provided that members serve hours in a bi-weekly period, regardless of the number of hours, the Member will still receive the living allowance.

Required Participation

Member participation is mandatory for the following trainings and events:

- Homes for All Orientation (PSO)
- AmeriCorps Kick-Off Training Event (Launch)
- National Days of Service
- Spring Service Project
- End of Year Celebration

Attendance at these events are requirements of this Program and this agreement. The Member will **not** be authorized to take personal time during these events. The Member will **not** receive hours for serving at their Service Site while missing a required training. A Member who misses training for an emergency is required to submit supporting documentation to Program staff.

Holidays

HHCK requires the Service Site to grant the Member the following days off. A Member may choose to serve on any of the holidays listed below, but a Site may not require them to do so. The holidays offered to the Member are factored into their yearly schedule provided that the Member is on track by serving approximately 37.5 hours per week. The Member still receives the holiday regardless of the number of hours they are needing to average, but the Member should consider that when planning their schedule.

Labor Day Christmas Eve Memorial Day

Thanksgiving Day New Year's Eve July 4th

Thanksgiving Friday New Year's Day

Holidays that fall on a Saturday will be observed on Friday (the day before); holidays that fall on a Sunday will be observed on Monday (the day after).

Accommodations should be made for diverse religious and cultural backgrounds. For example: a Jewish Member may want to take off for Yom Kippur, rather than Christmas. Site Supervisors should make every effort to accommodate their Member's needs in this regard. It is the responsibility of the Member to communicate these needs at the beginning of the service year. If a Member chooses to serve on a holiday, the Service Site will allow the Member an alternate day off of their choosing.

Homes for All recognizes Martin Luther King, J. Day as a day of service. The Program requires Members to participate by coordinating and leading service projects in regional teams. The Member will spend the day in service, away from their Service Site.

Leave Policy

1700-hour Members may take up to ten (10) sick days and ten (10) personal/vacation days in their twelve-month term of service.

These days do not count towards their hour requirements. The leave policy offered to the Member are factored into their yearly schedule provided that the Member is on track by serving approximately 37.5 hours per week. If a Member is off track with their hours, the Member will need to consider that any days off do not count towards their hours and the Member should understand that means they will need to serve even more hours to catch up.

Personal or vacation days must be scheduled in advance with the Site Supervisors and explicitly approved prior to taking them.

Reasons for using sick days include taking time for behavior or physical health issues, health care

provide appointments, or for caring for the Member's immediate family. Unused sick days are not used as extra personal/vacation days. As soon as the Member realizes that they must take a sick day, Member should notify Site Supervisor.

Members that elect to take unauthorized absences after exhausting all sick and personal days will be subject to the disciplinary period.

The program grants family leave up to 12 number of weeks to members who have served 12 months and 1250 hours. During this leave, the Program will suspend the member in eGrants (MyAmeriCorps) the member and cease the distribution of the living allowance. The program will continue to provide member health insurance where applicable. Upon return to service, member will have time to make up their hours to successfully complete their term of service.

V. BENEFITS

To receive any of the following benefits, the Member must complete their portion of the Enrollment process in MyAmeriCorps and submit all required paperwork to Program staff. Proof of hours served must be added to the America Learns database regularly to ensure the Member is eligible to receive the living allowance for that period.

Living Allowance

- A base living allowance totaling **\$19,000** for **1700-hour members** is disbursed by the Program during the term of service for the Member's participation in AmeriCorps. A Member must be actively engaged in direct service to receive the living allowance.
- The living allowance is designed to help members meet the necessary living expenses incurred while serving in the AmeriCorps program.
- A Member must serve every pay period in their term of service to receive the full gross amount.
 - For example: if a Member completes their hours prior to the last period in July and does not serve that period, they will not receive the living allowance.
- The living allowance is taxable income with the appropriate taxes and FICA amounts deducted from the gross amount. This includes local, state, and federal taxes.
 - The amount of taxes withheld can fluctuate slightly based on local tax rates that can change quarterly.
- The living allowance is not an hourly wage or a salary. The Member is not an employee of the Program. The living allowance does not fluctuate based on the number of hours members serve in each period.
 - Members must complete and submit their timesheets on a weekly basis in America Learns.
 - Using personal or sick days does not affect the living allowance unless the Member does not serve a single hour in the pay period.
- The living allowance will be distributed on a bi-weekly basis via direct deposit. Members will receive a living allowance on the deposit dates that fall within their term of service. The living allowance deposit date is on the first Friday of the period.
- Upon completion of 1700 hours, the Member will continue to receive the living allowance only if that Member continues to provide direct service.
- If on suspension in the federal AmeriCorps Portal, the Member will not be paid.
- If called for jury duty, the Member will continue to accrue normal service hours and receive the living allowance and health benefits.

Members with military reservist responsibilities should attempt to fulfill their two-week
annual active-duty requirement when it will not disrupt their AmeriCorps service. If this is
not possible, Members will receive AmeriCorps service hour credit during their two-weeks
of active duty in the reserves. (No AmeriCorps service credit is earned for the once-amonth duty weekend service in the military reserves.) Benefits, such as the living
allowance, will continue uninterrupted during the two-week active-duty requirement.

Healthcare Coverage

Full-time members are eligible for health care coverage through The Corps Network. The health insurance is primary coverage and not meant to supplement existing coverage if Members already are insured. Members will complete acceptance or waiver form on a separate form in the member paperwork packet.

Childcare Coverage

A Member who may qualify for AmeriCorps childcare assistance can complete a Caregiver Application with their Program Director. Members will complete an intent to apply, or waiver of eligibility and coverage form on a separate form in the member paperwork packet.

Education Award

Upon successful completion of the Member's term of service, the 1700-hour Member will receive an Education Award from the National Service Trust in the amount of \$6,495. To receive this award, the Member must complete the Exit Form within 30 days of their last day of service. Members should also complete the Member Exit Survey.

The Education Award can be used toward:

- The cost of attending a Title IV institution of higher education.
- The balance on an existing federally insured student loan.
- The cost of attending a qualified vocational school.
- The cost of participating in an approved school-to-work program.

The Member must use the Education Award within seven years of the completion of the AmeriCorps service. The Member may apply to the National Service Trust for an extension if, during the seven-year period, the Member performs another term of service of an approved AmeriCorps position or was unavoidably prevented from using the award.

- Education Awards are subject to income taxes in the year in which they are used.
- The Member understands that their failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render them ineligible to receive the education award.
- Prior to using the Education Award, the Member must (if they have not already done so)
 obtain a high school diploma or its equivalent. This requirement may be waived if the
 Member is enrolled in an institution of higher education on an ability to benefit basis or if
 the program waives the requirement due to the result of the Member's education
 assessment.
- The Member may be eligible for a prorated Education Award if the Member is released due to compelling personal circumstances and has completed at least 15% of their total hours of service. If the Member is released without a compelling reason, the Member will receive no portion of the Education Award.
- A Member may only earn an equivalent of two full-time education awards in their lifetime,

regardless of the length of the term of service.

- The Education Award is transferable under the following conditions:
 - The Member must have been at least 55 years of age in an AmeriCorps State or National Program when they began the term of service.
 - The recipient of the award must be the transferring individual's child, stepchild, foster child, grandchild, or step-grandchild.

Loan Forbearance

The Member is eligible to have the repayment of certain student loans postponed during their term of service. Members must request forbearance from their loan holders with the National Service Forbearance Request Form in the member's online My AmeriCorps account. The National Service Trust does not grant forbearances; the loan holders do. Members whose loans are in current default status are not eligible for this benefit.

Interest Payments

If the Member has received forbearance on a qualified student loan during the term of service, upon completion, the National Service Trust will repay a portion or all the interest that accrued on the loan during the term of service. Payment requests can be made in the member's online My AmeriCorps account. However, if the Member leaves for non-compelling reasons, even if the loan was in forbearance, the Trust will not pay the interest. The interest paid will be taxed as income.

Support Services

- Program staff will support Members who have not yet earned a high school diploma or its equivalent by allowing them to count time studying for the GED as training hours. These hours will count towards the Member's hour requirements. The Member's training hours may not exceed 20% of the total training hours.
- Program staff will provide appropriate training and support for Members who are completing a term of service and transitioning to other education and career opportunities.
- Program staff will foster an open-door policy that allows for Members to contact staff throughout their term of service and provide resources after service has been completed.

VI. STANDARDS OF CONDUCT, MEMBER EXPECTATIONS, AND CORRECTIVE ACTION PROCEDURES

The Member, while acting in an official capacity as an AmeriCorps Member, agrees to:

- Demonstrate mutual respect towards others.
- Represent AmeriCorps, Homes for All, and the Site well.
- Demonstrate a service ethic indicative of AmeriCorps and honor the privilege of working with and for those being served.
- Be open to new experiences, learning opportunities, new perspectives, and receiving constructive feedback.
- Conduct themselves in a manner exemplary as a role model and in compliance with AmeriCorps standards.
- Actively participate in Program trainings, service projects, Days of Service, and other events
- Communicate with Program staff in a timely, appropriate, responsive manner.
- Ask questions as needed and give people the opportunity to provide clarifications or resolve issues.
- Wear attire appropriate for the service site and activity. When on AmeriCorps time, the Member should wear one or more pieces of service gear. Wearing AmeriCorps apparel is

especially important during community service projects or public events. Program will provide Member with gear such as a t-shirt, pin, lanyard, etc.

- Direct concerns, problems, and suggestions to the Program.
- Keep proprietary information strictly confidential, consistent with state and federal laws.
- Follow the policies and procedures in the Member Service Agreement.

The Member is responsible for performing activities and responsibilities explained in their Member Position Description. The Member also agrees to meet the following base expectations:

- Responding to communications within 24 hours.
- Submit timesheets on a weekly basis in America Learns.
- Submit new and updated Performance Measure Reports monthly.
- Complete all components of the Member Development Plan, including quarterly reflections.

The Member understands that the following acts constitute a violation of the Program's rules of conduct and expectations:

Level 1 Violations:

- Unauthorized tardiness or absences
- Continued failure to serve written schedule or average 37.5 hours of service per week or meet monthly benchmarks of hours served
- Serve under the influence of alcohol, non-prescription drugs, prescription drugs not intended for member
- Repeated use of inappropriate language
- Repeated failure to wear appropriate clothing (including PPE)
- Failure to communicate with program staff or service site staff (within a 48-hour period)
- Performing personal business repeatedly during service hours (excessive phone usage, running errands, or social media)
- Failure to attend a mandatory service assignment/schedule/event or program training or conference call
- Failure to submit timesheets in a timely manner (more than a month behind)
- Failure to submit performance measure data or other requested items from program staff after written reminders given
- Inappropriate or unprofessional behavior
- Inability to meet basic competencies or knowledge requirements of the position after a reasonable orientation and training period
- Failure to follow policies outlined in Member Service Agreement or Member Position Description

Remedies:

 $1^{\rm st}$ offense: program staff will issue a written warning and a copy will be sent to all parties. $2^{\rm nd}$ offense: program staff will issue another written warning and a copy will be sent to all parties. $3^{\rm rd}$ offense: the Program Director will issue a written warning and will suspend the member for one or more days without a living allowance; if an obvious pattern of misconduct has occurred, the Program Director may release the member for cause.

Level 2 Violations:

- Failure to abide by confidentiality expectations in the Member Service Agreement or site policies
- Failure to notify Homes for All program staff of any arrest or conviction that occurs during the term of service
- Unauthorized contact with clients or beneficiaries (current, former, or potential) outside of normal service requirements
- Engaging in activities that pose a significant safety risk to self or others
- Engaging in activities that are illegal under local, state or federal law
- Assault on another person while serving or at any other time
- Possession of a weapon while serving

Remedies:

1st offense: program staff will issue a written warning; member may be suspended for one or more days without a living allowance; member will be given opportunity to submit a corrective plan of action and written intent to abide by the Standards of Conduct, Member Service Agreement, and any other relevant Homes for All or AmeriCorps policy.

2nd offense: program staff will issue notice of intent to release member for cause to all parties.

Level 3 Violations:

- Stealing, lying, or intentionally falsifying AmeriCorps timesheets, reports, or documents at the service site
- Engaging in activities that may physically, emotionally, or mentally harm other members of Homes for All, clients, service site staff, program staff, and/or the community
- Inappropriate relations with a client (current, former, or potential), volunteer, or any other individual that is unable to consent to a relationship due to real or perceived dual, unethical, or authority-role relationship
- Demonstrated a repeated or obvious pattern of misconduct of any Level 1 or 2 violations
- Any other violation or behavior or serious breach would seriously undermine the program in the judgment of Homes for All

Remedies:

Upon receipt of proper documentation or evidence, member will be released from the program for cause. Members will be released from service immediately for gross, egregious violations of the Standards of Conduct, Member Service Agreement, Position Description, or any other AmeriCorps policy.

Note: the Site may issue a corrective action warning upon approval from Program Staff. A warning from the Site, if warranted, will substitute for a program-issued warning when considering remedies.

VII. PROHIBITED ACTIVITIES

45CFR § 2520.65: While charging time to the AmeriCorps program, members accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Agency, staff and members may not engage in the following activities, and the grantee may not use grant funds to support the following activities:

- 1) Attempting to influence legislation;
- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;
- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8) Providing a direct benefit to
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph (g.) above, unless AmeriCorps assistance is not used to support those religious activities; and
- 9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

VIII. RELEASE AND SUSPENSION FROM SERVICE

Release from Service

The member agrees that they may be released from Homes for All for the following two reasons –

- 1. For cause:
- 2. For compelling personal circumstances

Homes for All may release the Member from the service term due to compelling personal circumstances:

1. The Member has a serious injury or illness that makes completing the term impossible.

- 2. There is a serious injury, illness, or death of an immediate family member and the Member is needed to care for that family member or take over the duties of the family member.
- 3. The Member is drafted by the Armed Services of the United States.
- 4. Some other circumstance occurs that make it impossible or very difficult for the Member to complete the term of service and the program deems that circumstance to be compelling (i.e. the Member's service site closes and alternative service site cannot be found)

If the Member discontinues their term of service due to compelling personal circumstances, the Member will cease to receive benefits. However, if the Member has completed at least 15% of the required service hours, the Member will receive a prorated portion of the education award or interest payments.

Documentation explaining the compelling circumstance must be collected and submitted to program staff, who in turn will submit to Serve KY for approval. **NOTE:** HHCK does not regard enrolling in school, obtaining employment, or dissatisfaction with the program or Service site as compelling personal circumstances.

Homes for All will release the Member for cause for the following reasons -

- 1. The Member elects to leave the program or drops out of the program without obtaining a release for compelling personal circumstances from Homes for All or explicitly expresses no intent to complete their service requirements or term;
- 2. The FBI background check and/or state/residence check is returned and the Member has been convicted of a crime that they did not notify the Homes for All Program Director of prior to entering the program;
- 3. During the term of service, the Member is charged and/or convicted of a felony or possession of a controlled substance as listed in Schedules I through V of the Controlled Substance Act (21 USCS 812) or if the Member is underage, for the possession or consumption of alcohol;
- 4. The member has demonstrated an obvious pattern of misconduct or poor judgment or multiple Level 1 violations; multiple Level 2 violations; one Level 3 violation.
- 5. Members that engage in gross, egregious violations of the Standards of Conduct (i.e. sexual or romantic relations with clients or beneficiaries). Homes for All will notify Serve KY of exits for cause, when the program intents to designate the individual ineligible for future service.
- 6. Any other serious breach that, in the judgment of Homes for All program staff, would undermine the effectiveness of the program.

Members that elect to leave their position early due to dissatisfaction or other circumstances that are not considered compelling will have until the end of the period in which they notify program staff to serve hours. Members will receive the living allowance scheduled for that period but will not receive further living allowance payments.

A member released for cause may not receive any portion of an education award. However, the Member may be eligible for another year of service if the Member has received favorable performance evaluations but is released for cause for other reasons other than a gross, egregious violation. An individual who is released for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the individual

for an education award, regardless of whether the individual completes a term of service.

A member released for cause may contest the program's decision by filing a grievance. Pending the resolution of a grievance procedure filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is suspended. For this type of grievance, a program may not—while the grievance is pending or as part of its resolution—provide a participant with federally-funded benefits (including payments from the National Service Trust) beyond those attributable to service performed, without the program receiving written approval from the Agency

A member wrongly released or suspended for cause will receive credit for any service missed and reimbursement for missed living allowances. Members of Homes for All are not eligible for unemployment compensation.

Suspension

Homes for All must suspend the service of an individual facing an official charge of a violent felony or sale or distribution of a controlled substance.

Homes for All must suspend the service of an individual who is convicted of possession of a controlled substance.

Homes for All may suspend the service of an individual charged with other misdemeanors or felonies at the discretion of the Program Director. The member may also be suspended for multiple Level 1 or Level 2 violations.

A member may not receive a living allowance or other benefits and may not accrue service hours during a period of suspension.

Reinstatement

Homes for All will reinstate an individual whose service was suspended if the individual is found not guilty or if the charge is dismissed on the first two suspension conditions. Homes for All will reinstate a member whose service was suspended due to conviction of possession of a controlled substance only if the individual demonstrates the following:

- For an individual who has been convicted of a first offense of the possession of a controlled substance, the individual must have enrolled in a drug rehabilitation program;
- For an individual who has been convicted for more than one offense of the possession of a controlled substance, the individual must have successfully completed a drug rehabilitation program.

Release prior to serving 15% of a term

If a participant is released for reasons other than misconduct prior to completing 15 percent of a term of service, the term will not be considered one of the terms of service described in §2522.220(b) for which an individual may receive the benefits described in §\$2522.240 through 2522.250.

IX. NONDUPLICATION AND NONDISPLACEMENT [Restrictions on Corporation Assistance] 45CFR § 2540.100(a), (e)-(f):

(a) Supplantation.

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year.

(e) Nonduplication.

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) Nondisplacement.

- 1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- 2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- 3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- 4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- 5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- 6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

X. FUNDRAISING BY MEMBERS

45CFR § 2520.40: AmeriCorps members may raise resources directly in support of your program's service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- 3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals:
- 4) Securing financial resources from the community to assist in launching or expanding a

- program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- 5) Seeking donations from alumni of the program for specific service projects being performed by current members.

AmeriCorps members may not:

- 1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment.
- 2) Write a grant application to AmeriCorps or to any other Federal agency.

45CFR § 2520.45: How much time may an AmeriCorps member spend fundraising? An AmeriCorps member may spend no more than ten percent of their originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

XI. DRUG-FREE WORKPLACE

Members are expected to adhere to all provisions of service in a drug-free workplace in accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq.

You are hereby notified that:

- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited while serving as an AmeriCorps Member.
- As a condition of AmeriCorps service, the Member must abide by the terms of this prohibition and must notify the Program Director of any conviction under a criminal drug statute no later than five days after such a conviction.
- Specific actions will be taken against members for violations of this prohibition, including personnel actions up to and including termination, and/or the requirement to satisfactorily participate in a drug abuse assistance or rehabilitation program.

XII. CIVIL RIGHTS REQUIREMENTS

Homes for All seeks to include participants from local communities and is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the federal AmeriCorps agency. If you believe that you or others may have been discriminated against, or if you want more information, contact:

Office of Civil Right and Inclusiveness, AmeriCorps 250 E Street, SW Washington, DC 20024 (800) 833-3722 (TTY and reasonable accommodation line) (202) 565-3465 (FAX); eo@cns.gov

XIII. GRIEVANCE PROCEDURES

INTRODUCTION, PURPOSE AND SCOPE

This grievance procedure is available to all Members, labor unions and interested parties, i.e. public at large, and Service Sites. Each decision made in the grievance procedure is in full force unless appealed or changed by a higher step. Each decision is referred to in this document as a

"resolution". If a dispute cannot be resolved or the decision is adverse to the aggrieved party, binding arbitration must be requested within sixty (60) days of filing the grievance and after all other options have been exhausted. The AmeriCorps CEO will appoint an arbitrator if parties cannot agree on arbitrator within 15 calendar days. A decision will be made by the arbitrator no less than 30 calendar days after arbitration commences. Except for a written agreement, the proceedings are confidential.

Grievances and disputes arising in the conduct of "Homes for All" AmeriCorps program fall into three categories and will be addressed separately as follows:

- 1) Grievances between the "Homes for All" program and the public at large:
- 2) Grievances between the "Homes for All" program and its AmeriCorps Members;
- 3) Grievances between Service Sites and the AmeriCorps Members placed with them.

Grievances between "Homes for All" and the Public

- Anyone wishing to file a complaint about the activities of the "Homes for All" AmeriCorps program or its personnel must submit a written notification detailing the complaint and proposing a remedy to the Program Director within seven (7) days of the alleged occurrence except in complaints alleging criminal or fraudulent activities.
- The Program Director will respond to the complainant within seven (7) days in writing with a statement detailing a proposed resolution. If the proposal of the Program Director is not satisfactory to the complainant, the complainant may then submit their complaint to the Executive Director in writing within seven (7) days of the date on the Program Director's resolution.
- The Executive Director will then respond to the complainant in writing within seven (7) days of receipt of the complaint with a proposed resolution to the appeal.
- A complainant may then appeal the Executive Director's decision to the Executive Committee of the Board of Directors of the Homeless and Housing Coalition of Kentucky within seven (7) days of the receipt of the Executive Director's decision.
- The Executive Committee will issue its decision within thirty (30) days of their receipt of the complainant's appeal.
- Prior to or after the ruling of the Executive Committee, complainant must elect alternative dispute resolution within forty-five (45) days after the alleged occurrence. Alternative dispute resolution shall involve either mediation, assisted negotiation, and/or neutral evaluation. --If alternative dispute resolution is chosen, the HHCK Executive Committee of the Board and complainant will agree on a mediator. A hearing will be held to mediate the dispute and/or issue. The complainant may be represented by counsel if it is requested to the Executive Committee of the Board at least seven (7) days prior to the mediation session. NOTE: THE COST FOR ALTERNATIVE DISPUTE RESOLUTION AND/OR MEDIATION SHALL BE EQUALLY DIVIDED BETWEEN HHCK AND THE MEMBER/COMPLAINANT

Grievances between "Homes for All" and AmeriCorps Members

State and local applicants that receive assistance from the Corporation must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation. A grievance procedure may include dispute resolution programs such as

mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general.

(a) Alternative dispute resolution.

- (1) The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of their right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
- (2) If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. Except for a written and agreed upon dispute resolution agreement, the proceeding must be confidential.
- **(b)** *Grievance procedure for unresolved complaints.* If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of their right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.
- **(c)** *Time limitations.* Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.

(d) Arbitration -

(1) Arbitrator -

- (i) *Joint selection by parties.* 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.
- (ii) *Appointment by Corporation.* If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

(2) Time Limits -

(i) *Proceedings.* 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 Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.

- (ii) *Decision.* A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
- **(3)** *The cost.* The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.
- **(e)** *Suspension of placement.* If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.
- **(f)** *Remedies.* Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include -
- (1) Prohibition of a placement of a participant; and
- **(2)** In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of Corporation assistance -
- (i) Reinstatement of the employee to the position the member held prior to the displacement;
- (ii) Payment of lost wages and benefits;
- (iii) Re-establishment of other relevant terms, conditions and privileges of employment; and
- **(iv)** Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.
- **(g)** *Suspension or termination of assistance.* The Corporation may suspend or terminate payments for assistance under this chapter.
- **(h)** *Effect 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.

Grievances Between Service Sites and Members

- The grievance between Service Sites and AmeriCorps Members is first required to be addressed through the Service Sites established grievance procedure. Site Supervisors should handle disciplinary problems arising with Members in the same manner in which problems would be addressed with any employee, by documenting each issue, conciliation and disciplinary action. Site Supervisors are encouraged to initially handle grievances internally; the Program Director should also regularly and routinely be advised and informed of any issues effecting the Member's performance and steps taken to resolve the issues.
- If adequate resolution is not reached internally, the grievance should then be filed with the Program Director within seven (7) days of the completion of the agency internal grievance procedure. The Program Director will acknowledge receipt of the grievance and immediately set up internal mediation within seven (7) working days of the date of receipt of acknowledgement. The internal mediation session shall be held between the "Homes for All" Member Coordinator as staff designee, the Site Supervisor, and the AmeriCorps Member. A

resolution regarding the remedy for this grievance shall be written by "Homes for All" Member Coordinator within seven (7) days of the mediation session and delivered to the Program Director.

• After internal mediation, if adequate resolution cannot be reached or problems are severe enough to merit suspension or termination, the Program Director shall be contacted before a change in the Member's enrollment status with the program can be considered and/or approved. HHCK reserves the exclusive and sole right to approve suspension and termination of Member. Prior to or following the internal mediation, the complainant must elect alternative dispute resolution within forty-five (45) days after the alleged occurrence. Alternative dispute resolution shall involve mediation, assisted negotiation, and/or neutral evaluation. If alternative dispute resolution is chosen, the HHCK Executive Committee of the Board and complainant will agree on a mediator. A hearing will be held to mediate the dispute and/or issue. The complainant may be represented by counsel if it is requested to the Executive Committee of the Board at least seven (7) days prior to the mediation session.

NOTE: THE COST FOR ALTERNATIVE DISPUTE RESOLUTION AND/OR MEDIATION SHALL BE EQUALLY DIVIDED BETWEEN HHCK AND THE MEMBER/COMPLAINANT.

TIMELINE FOR GRIEVANCE PROCEDURE

- No later than one (1) year after alleged occurrence, a written grievance and request for hearing shall be filed;
- Within thirty (30) days after filing of grievance there shall be a hearing
- Within sixty (60) days after filing of grievance there shall be a decision
- If decision is adverse to grievant, or sixty (60) days after filing grievance if no decision has been reached, the complainant/grievant may request binding arbitration.
- Within forty five (45) days after HHCK Executive Committee appoints arbitrator, a hearing and binding arbitration decision shall be rendered.

Suspension of Placement

In the case of a grievance filed because of the displacement of an employee by an AmeriCorps Member, if a grievance is filed regarding a new proposed placement of a Member in a program or project, such placement must not be made unless the placement is consistent with the resolution of the grievance. Otherwise, the placement will be suspended.

Remedies

Pursuant to completing the grievance process, Member and Service Site remedies—where applicable, for a grievance filed under the foregoing procedure established herein—will include one of the following:

- a. Payment of the lost living allowance.
- b. Reinstatement of service activities for the Member.

This grievance procedure is referenced and acknowledged in both the Member Agreement and the Service Site Agreement and is filed with Serve KY.

XIV. Dress Code and AmeriCorps Branding _____ (please initial after reading) Members must wear attire that includes the AmeriCorps logo during all service hours (i.e. AmeriCorps lanyard, lapel pin/button, branded clothing).

Av.	their right to vote if available to them. Althoug members to register or to vote or attempt to in	all its members and wishes to remind members of h Homes for All does not and cannot require afluence how members vote, the Program strongly ant hours for time spent voting, but the Program and		
XVI.	Armed Forces Reserves (please initial after reading) Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service).			
	should do so when it will not disrupt their Am active duty are inflexible and conflict with granted a leave of absence for the two-week personal states.	•		
	service in the Reserves if it occurs during their credit for the number of hours they would have	ervice hours during their two weeks of active-duty AmeriCorps service. The member will receive e served during that period had there been no earned for the once-a-month weekend service in the		
XVII.	Jury Duty (please initial after reading) 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 their living allowance and health benefits. They may also keep reimbursements for incidental expenses received from the court.			
XVIII.	Media Release The Program may take photos or videos throughout the service year. The media may be used on social media, websites, print media, television, or other media formats. Members will give or waive permission on a separate form completed in the member enrollment paperwork.			
XIX.	THORIZATION Member and Program hereby acknowledge by their signatures that they have read, erstand, and agree to all terms and conditions of this agreement			
	AmeriCorps Member	Date		
	AmeriCorps Program Director	Date		