

# Homes for All Program Guidance 2022-2023

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# **Grant Overview and Program Goals**

# About Homes for All and its Mission

Homes for All AmeriCorps is the only housing and homeless AmeriCorps program in Kentucky. Operated by the Homeless & Housing Coalition of Kentucky (HHCK), the focus of the Homes for All program is to expand affordable housing opportunities for those experiencing homelessness or housing insecurity.

# About Homeless + Housing Coalition of Kentucky

HHCK is a statewide coalition of partners and advocates working to end homelessness and create opportunities for low-income Kentuckians to live in affordable homes. Since 1987, HHCK has advocated at the federal and state levels of government for the housing needs and opportunities for low-income Kentuckians and their member organizations. HHCK works to provide education around affordable housing and homeless service policy to policymakers and communities across the Commonwealth. In addition, HHCK administers twofederally funded national service programs – Homes for All AmeriCorps and VISTA.

#### **About Serve Kentucky**

Serve Kentucky is a State Service Commission, administering 20 AmeriCorps State programs with more than \$7 million in federal grant funds, along with supporting other community service programs across the Commonwealth. In addition to overseeing the annual grant competition that awards funding to AmeriCorps State and other community service programs, State Service Commissions determine social needs in their states, set policy and program priorities, provide training and assistance, support national days of service, and promote service and volunteering.

#### **About AmeriCorps**

AmeriCorps is an independent federal agency whose mission is to improve lives, strengthen communities, and foster civic engagement through service and volunteering. AmeriCorps is made up of three main programs: AmeriCorps State and National, AmeriCorps VISTA, and AmeriCorps NCCC (National Civilian Community Corps). Since the program's founding in 1994, more than 800,000 AmeriCorps members have contributed more than 1 billion hours

of service across America while tackling pressing problems and mobilizing millions of volunteers for the organizations they serve.

# AmeriCorps Member Activities and Goals

Homes for All members serve at nonprofits, faith-based organizations, and government agencies. AmeriCorps members provide housing-related services for individuals and families across Kentucky who are experiencing homelessness, housing insecurity, or in search of affordable homeownership opportunities. Services include new construction, home repairs, housing-focused case management, homeownership counseling and housing navigation.

# **Expected Program Outcomes**

Homes for All will provide services to 2500 individuals experiencing homelessness or housing insecurity, transitioning 1000 of those individuals into affordable, safe housing.

# Host Site Guidance Host Site Selection

#### **General Process**

Homes for All opens the annual application window for eligible organizations to request a slot(s) in the program in the spring. For organizations to be considered as a partner site, they must submit a completed application by the deadline. Each application is reviewed by an internal panel composed of Homes for All program staff and HHCK staff. The scores are averaged. Should Homes for All receive more applications for partner sites than for MSYs available, the number of slots will be awarded to organizations in descending order. If Homes for All does not receive enough applications to fill all awarded MSYs, Homesfor All reserves the right to not award slots to organizations that fall below the scoring threshold with an average score of 65% or lower.

#### Selection

Homes for All members are placed at organizations based on a demonstrated community or organization need. The organization includes information on the size of their organization, their budget, and other relevantdata. The sites agree to participate in program goals and become a member of HHCK and demonstrates the ability to supervisor a member, provide a site contribution, and adhere to all program policies and expectations.

Selected organizations are notified via emailed acceptance letter.

#### **Host Site Application Guidance**

This language is included in the host site application packet, provided to all organizations interested in partnering with the Homes for All AmeriCorps program. Dates reflect the current program year and fundingsource. The guidance is included as the appendix "Site Application Guidance".

#### Host Site Selection Criteria

Members of an internal panel reflecting Homes for All and HHCK staff review each submitted host site application and score based on the following objective criteria. Scores are averaged

and slots are awarded indescending order. The rubric is included as the appendix "Site Application Score Sheet".

# Host Site Responsibilities and Expectations

#### Service Site Contribution

- Service sites that host an AmeriCorps member will provide a nonrefundable site contribution of \$7,000 per full-time housing service member and \$7,500 per full-time construction member. This contribution is not an exchange for services, but rather, it supports the common goals of the program and service site.
- Service site agrees that at least 35% of the contribution comes from non-federal sources of funding. All federal match monies must be documented and accompanied by a letter from the granting authority stating that federal money may be used to partially cover the contribution.
- Service site will be invoiced prior to the member start of service; quarterly
  payment plans available upon a demonstrated need. The contribution must be paid
  in full before the program can award and place future members in future program
  years.

# Supervision – Service Site agrees to:

- Provide one qualified individual to provide an average of 40 hours per month (for full-time) of supervision per member and provide HHCK documentation of that contribution.
- Notify Homes for All program staff immediately of any staff changes that will affect site supervision.
- Allow the designated site supervisor to participate in one or more days of training and orientation with Homes for All program staff.
- Participate in any required NSCHC elements including: NSOPW, Kentucky AoC, and FBI.

#### Support Services – Service Site agrees to:

- Provide the member with administrative support during member's hours of service. This includes, but is not limited to, office space, equipment, technology, and access to the internet to complete AmeriCorps reporting requirements.
- Assist the member by identifying low-cost housing for the member to reside in if possible.
- Promote the AmeriCorps program and the impact of the member service activities to service site staff, clients, and the community at large.
- Schedule adequate office time for the member to complete program planning and reporting.

#### Administrative/General – Service Site agrees to:

 Maintain records, make reports, and respond to grievances concerning member as may be required.

- Retain records for three years after the completion or termination of the member placement and until all matters pertaining the program year are resolved under applicable federal or state laws, regulations or policies.
- Provide Homes for All, Serve KY, and the federal AmeriCorps agency right of access to any books, documents, papers, or other records of the service site which are pertinent to the program to make audits, examinations, excerpts, or transcripts.
- Not allow the member to begin service before Homes for All program staff has received all required member paperwork, which includes necessary background checks. Homes for All will notify sites when a member is cleared for service. Member will not be able to count any hours prior to receiving approval from Homes for All program staff.
- Not hire their AmeriCorps member before the member has completed all service requirements as set forth by the program. Hiring a member out of their service term will affect an organization's ability to service with the AmeriCorps program in the future.
- Not accept or permit a third party to accept compensation for the member's service.
- Not employ or otherwise pay members for "work", while the member serves in the Homes for All program.
- Cooperate with on-site evaluation visits required by Homes for All program staff.
- Maintain appropriate, professional relationship with service member.

#### Site Supervisor agrees to:

- Communicate regularly with Homes for All program staff.
- Ensure organization staff and others understand the role of AmeriCorps in your organization.
- Allow the member to attended required Homes for All trainings, meetings, and projects that total up to 20% of the program's total service hours.
- Conduct weekly check-ins with members; provide constructive feedback regularly.
- Submit to Homes for All by the appropriate deadlines all reports and data on member service activities.
- Review member performance measure data on a regular basis; provide data on households served by AmeriCorps member even if the member exits service early.
- Approve time sheets in a timely manner by the 5<sup>th</sup> of the following month for the previous month. Supervisors will receive two reminders from either the reporting system or program staff to approve time. At that time, program staff will approve member time if not done so by the site.

- Submit two performance evaluations. If a site does not complete evaluation after three requests from program staff, program staff will conduct the performance evaluation with the member.
- Maintain the confidentiality of information regarding the member. The service site must obtain the prior written consent of the member before using their name, photograph, and other identifying information or publicity or other purposes.
- Obtain written approval from Homes for All to supplement the living allowance or provide additional benefits to the member.
- Reimburse the member for mileage if member's personal vehicle is mandatory for the service position. Reimburse the member for other expenses connected with their service in a manner consistent with the service site's policies for its employees.
- Immediately inform Homes for All program staff of any conduct by the member that undermines their effectiveness or interferes with their ability to serve. Examples include – arrest, excessive or unexcused absences/tardiness, hospitalizations, poor service performance, or being under the influence of alcohol/illegal drugs.
- **Immediately** notify Homes for All program staff of a member's resignation.
- Assign member only duties within the Homes for All approved position description as stated in the service site application. Member's primary activities must consist of direct service to the community. Members may be asked to complete administrative tasks associated with the direct service they are providing, but they may not be asked to perform administrative tasks for others. Activities must also align with Homes for All performance measures and must be considered allowable activities.
- Ensure the member has sufficient opportunity to complete the required number of hours of service according to the position slot awarded to the service site.
- Account for holidays and other time off and provide the member with sufficient opportunity to make up missed hours (See Leave Policy).
- Allow the member to serve on a jury without being penalized. The member will
  continue to receive credit for normal service hours, the living allowance, and, if
  applicable, health care coverage and childcare assistance.
- Consult with Homes for All program staff prior to any disciplinary measures.

## Site and Supervisor Training

#### General Procedure

Each designated site supervisor from the partner site will complete a comprehensive orientation and trainingwith Homes for All program staff prior to the start of the program year. Any other relevant staff from the partner site are encouraged to participate as well.

Partner sites that are brought on after training has been delivered will receive a modified orientation and training from program staff.

# **Training Delivery**

Organizations partnering for the first time or with a lapse in program years will participate in a Recruitment training to review the recruitment policies and procedures as outlined in the program operational guidance. All site supervisors are required to attend a one day, in person training with program staff. Program staff will provide at least two opportunities for attendance to accommodate schedules. The Program Director and Member Coordinator will provide most of the content, with additional information relayed by the HHCK Finance Manager and/or Executive Director. All attendees will sign-in to document participation.

Sessions and content include – AmeriCorps 101, Allowable Activities, Prohibited Activities, Branding Requirements, Partner Site Responsibilities, Performance Measures, Reporting, Timesheets, Member Requirements, and additional information as deemed necessary. This may include a review of Homes for All, Recruitment, Nomination, Member Enrollment, and Member Training.

Each supervisor is provided with a Homes for All Site Supervisor Manual with relevant content. Organizations that start their partnership after the start of the program year will receive a manual, with amodified training by program staff to be delivered either in-person or via webinar within 30 days of their award notification.

# Receipt of Training and Attendance

Each site supervisor in attendance will note their participation on a sign-in sheet to be provided by Homes forAll staff. Supervisors that receive a modified training will sign an acknowledgement statement that will be placed in the organization's file.

# Non-Compliance

Homes for All strives to select partner sites that have a documented history or an expected capability of fulfilling all program requirements as listed above. For organizations that fail to meet the above requirementsor violate the Service Site Agreement, Homes for All will prescribe the following actions:

- 1. First offense Homes for All Program Director will notify the site supervisor via email of the violation. The notice will reference the partner site agreement and identify which responsibility was ignored, violated, or forgotten. A copy of the notice will be placed in the organization's file. Any communication related will be documented and placed in the file.
- 2. Second offense Homes for All Program Director will meet with site supervisor and other relevantorganization staff to review responsibilities of the organization as agreed upon in partner site agreement and partner site application. All communication will be documented and placed in file. Program staff may request a written plan of action to remedy any issues.

Third offense – HHCK Executive Director or Director of Development will meet with organization staff to attempt additional mediation and remedy efforts. Depending on

the severity of the infraction, HHCKmay elect to cease partnership with the organization.

# Site Agreement

All host sites will sign a Host Site Agreement that contains relevant policies and procedures. Copies will be provided to sites on the HHCK website and upon request. Signed copies will be kept on file by HHCK. A copy of the current program year site agreement is included as the appendix "Service Site Agreement".

#### **Member Recruitment Policies**

# **Eligibility Statement**

Homes for All ensures that all members meeting the AmeriCorps agency's minimum qualifications. AmeriCorps members must be U.S. citizens, U.S. nationals, or lawful permanent residents of the United States. They must also be at least 17 years of age at the beginning of their term of service. Some youth corps programs may accept 16 year olds who are out of school. Members must be high school graduates, GED recipients, or must be working towards attaining a GED during their term of service. They must agree to obtain a diploma or GED before using the education award. All members are subject to a criminal history check. The program will not hire any individuals who have been convicted of murder and those who are required to register on a sex offender public registry.

#### **Inclusion Statement**

Homes for All seeks to include participants and staff from local communities, including different races and ethnicities, socioeconomic backgrounds, educational levels, generations, gender identities, and individuals with disabilities.

#### **Nondiscrimination Statement**

Homes for All provides equal opportunities to all, ensuring the openness and availability of Homes for All and its activities for all individuals. We have zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service.

# **Program Specific Qualifications**

Homes for All will support members who have not yet earned a high school diploma or its equivalent by allowing them to count time spent studying for the GED as training hours. These hours will count towards themember's hour requirement. The member's training hours, however, may not exceed 20% of the total training hours (aggregate).

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 forAll.

#### Recruitment Plan

## STEP 1: Advertising the AmeriCorps Position(s)

- Site Responsibilities:
  - o Begin recruiting following the plan you described in your site application.
  - o Post recruitment listings on sources available to you.
  - o Include instructions on how you want to receive applications.
  - o Share the member recruitment brochure with potential applicants.
    - Materials found at <a href="https://www.hhck.org/serve-as-a-member">https://www.hhck.org/serve-as-a-member</a>.
- Our Responsibilities:
  - Post general recruitment listings on HHCK's website, MyAmeriCorps.gov, Kentucky Nonprofit Network, Indeed.org, Service Year, Handshake, and social media.
  - Upload specific recruitment listings for your organization if requested in your site application.
  - o Guide potential applicants throughout the process.

# **STEP 2: Reviewing Applications**

- Site Responsibilities:
  - o Schedule interviews with promising candidates that apply directly to you.
  - o Let us know if you are not receiving much interest by July 8th.
- Our Responsibilities:
  - Screen applications and forward eligible candidates that come through our networks.

#### **STEP 3: Interviews**

- Site Responsibilities:
  - Provide information on the specific AmeriCorps position, the role they will play at your organization, and the expectations you have for the position, including the anticipated service schedule.
  - Share the member recruitment brochure if you have not done so at this point and give them instructions on how to apply on MyAmeriCorps.gov (if they haven't already).
  - o Include questions from the Member Recommendation Form (below) in your interview, compile the responses, and send to our staff.
  - Review completed references from MyAmeriCorps.gov or conduct reference checks on your own if you request that information from the applicant.
- Our Responsibilities:
  - Get to know the candidate and assess their potential to serve as an AmeriCorps member.
  - Provide information on AmeriCorps and the benefits, responsibilities that with being a member, and the expectations the candidate can have of their service year.
  - Give feedback to your organization on candidates you recommend to us. Unless there is a clear red flag with a candidate, we typically leave the decision up to you on who to move forward with.

o Review MyAmeriCorps.gov application and forward references if the reference listed authorizes us to do so.

# **STEP 4: Selecting Candidates**

- Site Responsibilities:
  - Complete and send in the Member Recommendation Form for the candidate you want to fill your AmeriCorps position (if we didn't recommend them to you first).
  - o Inform the candidate that you are recommending them for the position and clearly explain that they must complete paperwork and background checks before they are cleared for the position. In other words, it is a conditional offer.
- Our Responsibilities:
  - If you recommend one candidate and don't have hesitations, we'll start working with the candidate on paperwork and background checks.
  - o If a background check reveals a conviction that renders a candidate ineligible to serve, we'll let you know ASAP so we can resume recruiting.

# **STEP 5: Starting Service**

- Site Responsibilities:
  - Help facilitate communication between our staff and your candidate if needed.
  - o Offer space for the candidate to complete paperwork if needed.
  - Finalize start date with our office (if other than August 1st). The start date means your member is in service and logging hours.
- Our Responsibilities:
  - Complete paperwork and background checks.
  - o Notify you and your candidate when they are cleared to begin service.
  - o Enroll the candidate in MyAmeriCorps.gov.

#### Additional Service Terms

The decision to have a current member return for another year of service is a decision made between all 3 parties – the member, your site, and our program. Returning members bring knowledge, experience, and consistency. There are some things to consider:

- Any issues or challenges you are experiencing with your member now are likely to continue, not improve, if they serve another year.
- An individual can receive the value of (2) full education awards during their lifetime. For example: one person can serve a 1700 hour term and receive (1) full education award, then go on to serve in a 900 hour term and receive (0.5) education award.
- An individual may serve (4) terms as an AmeriCorps direct service member. Those terms can be different slots, but the maximum number is 4 terms.
- We do allow members to serve more than 2 terms in our program if the member is a strong, involved, and committed individual AND if the site has had recruitment challenges in the past.

#### **Members:**

- Communicate interest in serving another year to their site and our staff.
- Finish the year strong by meeting all member expectations (training, reporting, timesheets, etc.).

#### Sites:

- Initiate the conversation with your member if you want them to serve another year.
- If you want to recruit a new member, kindly let your member know.
- Encourage your member to reach out to us if they are still interested in AmeriCorps, but not at your site.

#### Our staff:

Before approving a member to serve another term of service, we consider the following:

- Member evaluations and performance over the full year
- Are they on track to finish their hours?
- Did they participate in monthly trainings, service projects, member development activities?
- How well did they follow the member expectations and requirements, such as performance measure reporting and timesheets?
- Do they represent AmeriCorps well and understand the mission of national service?

#### Refill Slot Recruitment

If a member is released from service before having completed 30% of their required service hours (510 hoursfor full-time members; 270 hours for half-time members), the program, in cooperation with the Partner Site, may attempt to refill the position. However, the program will be unable to refill a position if the exiting Member has served 30% or more of their hours.

The recruitment protocol for a refill slot will align as closely to the above procedures as is feasible during ashortened timeline.

For a 1700 hour position, Homes for All will enroll an individual until September 15<sup>th</sup>, 2022. The remaining 1700 hour slots will be converted to 1200 or 900 hour positions to be filled when possible. A 1200 member will not be enrolled past December 1<sup>st</sup>, 2022. A 900 hour member will not be enrolled past February 1<sup>st</sup>, 2023. The site contribution provided for the initial slot will cover the re-fill slot.

#### **Member Management Policies**

# **Training**

Each member completes a comprehensive orientation and training with Homes for All throughout the program year. Each member in attendance (for pre-service orientation, springs service project, and end of year training) willnote their participation on a sign-in sheet to be provided by Homes for All staff. Members that receive a modified training will sign an acknowledgement statement that will be placed in the organization's file. An agenda

of the event is available with each manual and kept on file. Members will also document their time receiving training on their America Learns time sheets.

#### **Pre-Service Orientation**

All members selected by the start of the program year will attend an annual Pre-Service Orientation with Homes for All. The Program Director and Member Coordinator will provide most of the content, with additional information relayed by other HHCK staff. Focused, position-specific training will be provided by professionals in the field.

Sessions include: AmeriCorps 101, Allowable Activities, Prohibited Activities, Branding, Performance Measures, Reporting, Timesheets, Member Expectations, and additional information as deemed relevant or necessary. Members will also be trained in position specific sessions (i.e. construction members are provided with safety and construction basics).

Each member is provided with a Member Manual as a go-to-guide resource during their service year.

Exceptions to participation will only be made in the case of emergency or illness or another situation deemed acceptable by the AmeriCorps Program Director. Documentation may be required.

All mileage, meals, and lodging provided.

# Out of Sequence Training

Members that begin their service after the initial orientation and training dates will receive a Member Manual and modified training from program staff to be delivered either in-person or via webinar within 30 days of their start.

# Serve Kentucky Launch

Every member is required to participate in the Serve Kentucky AmeriCorps Launch in the fall. Exceptions to participation will only be made in the case of emergency or illness or another situation deemed acceptable by the AmeriCorps Program Director. Documentation may be required.

# **Program Specific**

#### Stand Downs/Community Connects

As able and provided there is an event within a reasonable distance, members will serve as resource guides for individuals attending an event. Stand downs are a one-day resource fair that connects people experiencing homelessness with services including healthcare, housing assistance, IDs, clothing, food, employment opportunities, etc. Mileage, meals, and lodging (if necessary) provided by the program.

#### Spring Service Project

Members will participate in a large-scale service project in the spring of each program year. The service program relates to the Member Development component of Homes for All. A review of Prohibited Activities will be provided. Mileage, meals, and lodging (if necessary) provided by the program.

# Days of Service

Members will participate in the 9/11 Day of Service and MLK Day of Service. Mileage, meals, and lodging (if necessary) provided by the program.

#### K-Count

All members will participate as counters for the annual K-Count, facilitated by Kentucky Housing Corporation. This event facilitates an annual count of people experiencing homelessness in Kentucky. Mileage, meals, and lodging (if necessary) provided by the program.

# End of Year (Life After AmeriCorps)

All members enrolled in Homes for All and projected to successfully complete their terms of service will receive an End of Year training in August of each program year. Content includes – using the education award, career services, additional service opportunities, and finishing up the service year (reporting, exit surveys, etc.). Mileage, meals, and lodging (if necessary) provided by the program.

# Timekeeping

All members will complete weekly time sheets on America Learns. The time sheet will be submitted to the site supervisor for review and approval. The site supervisors are required to approve time sheets for the previous month by the 5th of the following month (i.e. June time sheets are approved by July 5th). Supervisors are encouraged to approve as time sheets are submitted, however. Program staff will review all time sheets on a quarterly basis for accuracy and monitoring of adequate progress towards hour requirements. This will also include monitoring for potential prohibited or unallowable activities. Should any prohibited activities be detected, program staff will enter a mediation period with the member and site (as needed). Any unallowableactivity detected will be rejected from the member's time and a mediation period with all periods will take place.

America Learns sends periodic reminders to site supervisors to approve time sheets. Program staff will also send reminders to supervisors to those that have not approved member time sheets by the  $10^{\rm th}$  of the month. After two reminders, if supervisors have not approved member time, program staff will approve member timesheets.

Members complete activity description with activities that align with program grant. Categories are broken into service hours, training hours, fundraising hours, personal/vacation time, sick time, site closure, and other days designated as not scheduled for service (weekends). Service categories include housing services, construction, working with volunteers, and capacity building activities as approved in the program design (50% cap). Personal/vacation and sick time, as well as holidays, do not count towards designated hour requirement. The member is able track their days off to ensure their suitable progress towards fulfilling their hour requirement, while also allowing for some time off during their year of service. Members also designate lunch and break periods on their timesheets.

# **Jury Duty**

Homes for All allow AmeriCorps members to serve on a jury without being penalized for doing so. During thetime AmeriCorps members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, health care coverage and, if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court.

## **Active Duty**

To the extent possible, Homes for All will seek to minimize the disruption in members' AmeriCorps service because of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active-duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active-duty service in the Reserves. Members may not receive time-off for additional Reserves-related service beyond the twoweek active-duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves. Homes for All credit members for AmeriCorps service hours during their two weeks of active-duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a fulltime member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active-duty service regardless of the actual number of hours served in the Reserves. Reservists in the U.S. Armed Forces receive compensation for their mandatory two weeks of active-duty service. The compensation regulations governing the Army and Air National Guard may vary by state. Homesfor All continue to pay the living allowance and provide health care and childcare coverage for the two-weekperiod of active duty.

# Leave (Attendance Policy)

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 Remote Service Activities

#### General Guidelines

The service site is responsible for informing program staff, via e-mail or other written communication, that themember has been approved to engage in remote service activities. The member may only engage in prescribed activities and for program prescribed nonprofit agencies/organizations. See allowable activities in program operational guidance.

The organizations and agencies that are considered acceptable recipients of service are partner sites and existing partners with the partner site.

Members may engage in pre-approved remote service activities or on-site activities that directly benefit clientsor the agency and community for which they serve. Activities may include community outreach events, food drives, housing inspections, housing construction or repair, home visits, client check-in phone calls, client-based record keeping, and other activities identified in the program operational guidance.

# Terms of Remote Service

A member may only engage in remote services under the following circumstances:

- 1. The member has written permission from their site supervisor outlining the allowable service activities;
- 2. Severe weather inhibits the member from traveling safely, site closure due to illness or weather; site closure or limitations due to COVID-19; inability to serve on-site as a result of COVID-19;
- 3. The member must always produce evidence of activities completed during the remote service activity. Member will document their activities on their timesheet.

The program reserves the right to deny remote service hours if:

- 1. The program or service site was not notified that the member was completing remote service activities or before receiving approval.
- 2. The member fails to produce evidence of activities completed; tangible product accomplished during reported remote service.
- 3. The service activity falls outside of the program model design.

Whether preformed on-site or through remote service, member activities must align with Homes for All performance measures and logic models. Ongoing activities with the potential to be interpreted as deviating from Homes for All should be documented in writing, including the need and anticipated benefits to program beneficiaries. Site

supervisors will be advised through the site supervisor manual and service site agreementthat members may NOT be requested to participate in prohibited activities or activities not specifically outlined or like those outlined in the service site agreement. Partner sites that place inappropriate activity requests on their members may be removed as a partner site.

#### Limit on Teleservice

Members shall only claim up to 5% of their required hours as teleservice. The hours must be clearly indicated "teleservice" on the America Learns timesheets. Members may not exceed 8 hours of remote service per day. The 5% cap is lifted if member remote service takes place as a result of COVID-19.

## **Member Supervision**

To ensure a successful, meaningful service term, it is imperative that members are supervised in a supportive manner. All members have a site supervisor that serves as the first line of support and who provides training on the member's individual service site activities. Supervisors are provided with an in-depth, one-day site supervisor training prior to the start of the program year. The topics covered at training include allowable and prohibited activities, supervising a national service member, programmatic responsibilities, and other administrative details. Expectations and requirements are reinforced in the partner site agreement, which is reviewed and signed by both partner sites and program staff. We stay in regular communication with site supervisors to ensure a smooth service term.

In addition to site support, program staff provides supervision of members as well. Starting with orientation and training, program staff continuously assure members that our most important responsibility is to support them as they serve their communities. Members are urged to contact staff as often as needed with questions, concerns, suggestions, and successes.

Through proper and comprehensive supervision, we are supporting members in their personal and professional development. Together, the site supervisor and the Homes for All program director complete two performance evaluations per service term for each member. The evaluation is a tool used to identify strengths and areas of growth to support the member in reaching their goals. It allows members to hone their weakness(es), while acknowledging and celebrating their fortes for their future.

Program staff conducts two site visits per program year to meet with the member and supervisor individually and jointly. The topics covered include member progress, satisfaction, service activities, and performance measures. During these visits, staff reminds members and supervisors of allowable, unallowable, and prohibited activities. Mediation is provided when needed. The data on performance measures is audited by program staff for accuracy. Site visits are also an opportunity to highlight the member's successes and experience to date.

#### **Supervision Frequency**

Members and supervisors will conduct weekly check-in meetings. Program staff will conduct bi-monthly individual check-ins and quarterly conference calls. While multiple supervisors for one individual member ishighly discouraged by the program, the program does support

sites that will designate other employees to help with day to day assignments and provide informal feedback and oversight.

#### Allowable Service Activity Monitoring

Supervisors will ensure adherence to allowable service activities through weekly meeting and reviewingmember time sheets monthly. Program staff will monitor time sheets on a quarterly basis at the minimum. Any discrepancies will be rectified immediately.

#### Reporting Absences

When possible, members should notify site supervisors as far in advance as possible of an upcoming absencein writing (email or text). Requests for multiple days should be scheduled in advance. 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.

#### **Branding Requirements**

The service site must identify itself as an AmeriCorps partner site by displaying signage to be provided by Homes for All. The partner site must also use the AmeriCorps name and logo on all printed or published materials associated with the program. This includes the organization's website, business cards, nametags, etc. The site may not alter the AmeriCorps logo and must obtain permission from Homes for All before using the logo as part of any other logo or design or before using the AmeriCorps name or logo on clothing intended to be worn by individuals who are not members or permitting any other parties to use the AmeriCorps name or logo in promotional materials. Site agrees to ensure that AmeriCorps member wears the logo while activelyserving. Members are provided with a t-shirt, sweatshirt, and pin with AmeriCorps logo.

#### Site Visits

Site visits are conducted twice per year, and as needed. At least one program staff member will conduct thesite visit. The site visit consists of individual check-ins with the site supervisor and the member, as well as a joint meeting between all parties. Documentation of the visit is recorded and placed in the member file. Follow-up is provided as needed.

#### Member Enrollments and Exits

Members are enrolled in the eGrants/MyAmeriCorps portal following the Pre-Enrollment Procedures dictatedby CNCS. Members are enrolled within an 8 day window. Members are exited within a 30 day window.

#### **Member Evaluations**

1700 and 900 hours members are required to have two evaluations completed during their term of service. 450 and 300 hour members are required to have one evaluation completed. Each evaluation will have portion completed by the on-site supervisor and a portion competed by the Homes for All Program Director. Each portion will be reviewed with the member and each party will sign. The member will have the opportunity to add comments to both sections.

Program staff will send out three electronic (written) requests to site supervisors to complete their portion of the evaluation. Staff will retain documented efforts and place in member file if evaluation is not completed. The Program Director will complete the entire form and review with member if supervisor does not complete their portion. The template used by Homes for All is included as the appendix "Member Evaluation".

#### **Member Standards of Conduct**

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 an AmeriCorps shirt and pin.
- 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.

#### Corrective Action Procedures

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 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
- Failure 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:

 $1^{\text{st}}$  offense: program staff will issue a written warning and a copy will be sent to all parties.  $2^{\text{nd}}$  offense: program staff will issue another written warning and a copy will be sent to all parties.

3<sup>rd</sup> 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 CNCS/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.

# **Position Description**

#### **Expected Activities**

Homes for All members shall engage in prescribed activities and for Homes for All partner agencies and organizations. The allowable activities are outlined in the member service agreement and the individual member position description. Activities are aligned with the Homes for All grant and of benefit to the partnersite, its beneficiaries, and community where applicable. Members also accumulate hours through trainings, service projects, and other events.

#### Expected service activities summarized:

- Construction: new, home repairs, weatherization
- Home maintenance and energy conservation education classes

- Financial literacy
- Housing and case management
- Credit, debt, and budget counseling
- Community outreach and awareness
- Home visits
- Street outreach, housing navigation
- Rental assistance
- Housing applications
- Interagency cooperative meetings
- Client transportation to social or health service appointments
- Service referral
- Fair housing counseling
- Assisting with and advocating for clients with other social and health service agencies
- Recruiting, training, and leading volunteers in similar service activities

Members may engage in activities with agencies or organizations outside of their host site. Homes for All considers the following to be acceptable organizations due to their work with the same population served by Homes for All host sites.

- Nonprofit agencies involved in homelessness, affordable housing, and domestic violence
- Referral agencies serving the same population
- Client advocate organizations
- Community centers
- Nonprofit food service organizations

#### Allowable Activities

The Member's specific allowable service activities are outlined in a separate document with terms and conditions, signed by the Member, Site Supervisor, and Homes for All 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 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 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: 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.
- 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%)

- o Participate in the following events and trainings that fall within their term of service –
- o Pre-Service Orientation, AmeriCorps Launch, MLK Day of Service, National Service Recognition Day, Homes for All Spring Service Project, and End of Service Celebration.
- o Participate in program conference calls and other check-ins
- o Submit timesheets and program reports in a timely manner
- Check emails and respond to programmatic requests in a timely manner
- o Represent Homes for All AmeriCorps positively at their site and in their community

# Minimum Requirements

- •Willingness to provide information to complete and undergo a National Service Criminal History Check
- •Be at least 17 years of age at start of service
- High school diploma or GED
- •Citizen, national, or lawful permanent resident of the United States

## **Prohibited Activities**

The Member may not engage in the following activities during their term of service, at the request of program staff or in any manner that would associate the activities with the AmeriCorps program, HHCK, Serve Kentucky, or AmeriCorps. (§2520.65) While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorpsprogram or the Corporation, staff and members may not engage in 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 CNCS assistance is not used to support those religious activities; and
- 9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as CNCS 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-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

# **Operational Controls**

# Member Payroll System

The living allowance is provided by HHCK through the Araize Payroll System. The system provides direct deposit to members. Payroll is managed by the HHCK Director of Finance.

#### Living Allowance Distribution

The living allowance is distributed on a bi-weekly basis. Members that are enrolled for the entire program year receive 26 living allowances. A member whose service begins after the first period will receive the gross amount of their living allowance divided by the number of

living allowance periods in their term of service. This gives the member the opportunity to earn the full amount of the living allowance guaranteed by the slot type. Members who exit service early will not receive the full amount, as they will not have served every period in their term of service. Members will not receive a lump sum at the end of their service.

#### Grievance

# 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 CNCS 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. With the exception of 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 in an effort 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. With the exception of 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 <u>complaint</u> 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.
- In the event that 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 in an effort 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 Kentucky.

#### Safety

#### General Guidelines

Homes for All ensures that members may not participate in projects or activities that pose undue safety risks. All Homes for All members are covered under a Worker's Compensation policy through KEMI. The partner sitewill make every reasonable effort to ensure that the health and safety of the Member is protected during the performance of their assigned duties. The partner site will make every reasonable effort not to assign or require the Member to perform duties that would jeopardize their safety or cause them to sustain injuries. The service site will not require Members to provide services in the absence of a person

responsible to and authorized by the Service Site to direct the Member and respond to emergencies. Sites agree to train Members in safety procedures utilized by the Site. For example, shelters and other agencies where Memberswill be meeting with clients should train Members on personal safety and how to deal with difficult clients. If this protocol is in writing, then the site should also provide a written copy for use by the Member. If a site hosts a Construction Member, the site shall, to comply with OSHA 29 CFR 1926.501, provide conventional fall protective systems to protect all AmeriCorps Members engaged in any construction activitysix feet or more above a lower level. These are just a couple of examples. Sites will need to think about what types of safety issues may be present and work with the Member to make certain that all safety precautions are taken.

#### Event of Injury or Accident

Site Supervisors shall initiate immediate corrective action where unsafe conditions or practices are found. Allaccidents should be reported immediately to the Site Supervisor, who, in turn, shall report the incident to HHCK. The Site Supervisor must complete KEMI form IA-1 and fax to KEMI at 859-425-7822 and to HHCK at 502-223-1834 within 24 hours of the incident. Any accidents shall be investigated to determine what corrective action should be taken to prevent future similar accidents. An investigation will be conducted by the Site Supervisor or other suitable Site personnel, and a written report detailing the corrective action plan must then be submitted to the HHCK/Homes for All Program Director within five days of the accident. Corrective action will be taken by Site Supervisors to prevent future accidents.

#### Event of Serious Accident or Death

In the event of serious injury/accident or death, Homes for All program staff will notify Serve Kentucky within 24 hours via email.

# Required Notification Statements

#### **Member Status**

Homes for All will notify the Serve Kentucky Program Officer in the event of a member death or serious injury. Whereapplicable, Homes for All will notify designated agents in writing when a member's status changes, which may affect childcare and insurance

#### **Compelling Personal Circumstances**

Homes for All will contact the Serve Kentucky Program Officer for approval of any requested compelling circumstance exits.

#### Member Exit for Cause

Homes for All will notify Serve Kentucky of exits for cause when Homes for All intends to designate the individualineligible for future service with AmeriCorps.

# Member Files and Paperwork

# Eligibility

Homes for All verifies high school diploma or GED using a declaration statement in the Member Service Agreement. Verification is also collected through a separate form completed by the member in their enrollment paperwork.

Homes for All verifies member age, citizenship, and social security by reviewing documents, maintaining copies, and printing out a verification from eGrants.

#### General

Every individual enrolled as an AmeriCorps members will submit a comprehensive list of documentation and paperwork to be placed in a member file. Additional requirements (such as the NSCHC documents) will be collected by program staff and placed in the member file. The majority of the documents in a member file are completed through the enrollment packet provided by program staff prior to the start of the service year.

#### Documents in Member File

- AmeriCorps Application
- Copy of driver's license or other state-issued picture ID
- Copy of security card
- Front page of member service agreement (contains service start and end date)
- Signature page of member service agreement
- National service criminal history check authorization
- Direct deposit authorization
- Federal and state tax forms
- Emergency contact form
- Health care acceptance/waiver
- Childcare assistance acceptance/waiver
- Individual position description
- NSOPW Check
- State of Service Check
- State of Residence Check (if applicable)
- FBI Check (if applicable)

# Paperwork Storage

All member files are safely secured in the Member Coordinator's office. The office is locked, within a lockedoffice suite. Homes for All retains member files for at least three years after the close of the prime that the member's service term falls under.

#### Childcare Assistance and Health Care

Information is provided to each member on health care and childcare assistance. Members acknowledge receipt of information in the member service agreement. Members also complete and sign forms to either accept or waive health coverage. The intent to apply for childcare assistance is completed and signed on anadditional form.

### **Other Documents**

Other documents collected and placed in the member file include –

- Member evaluations
- Relevant documentation and communication
- Member service letters
- Change of status forms
- Member Enrollment Form
- Exit form acknowledgements (and form if necessary)
- Member warnings (if applicable)

#### Member Enrollment and Exit

AmeriCorps members will be enrolled within 8 calendar days of their start date. Upon application to the program on MyAmeriCorps, program staff will extend invite in eGrants to send the form for the candidate tocomplete the enrollment portion on their end. Program staff will certify eligibility to enroll the member.

Members will be exited within thirty days of their last day of service. Members will receive a written requestup to (3) times requesting their completion of the exit survey available to them in MyAmeriCorps. Upon the third time, if the form has not been submitted to program staff, staff may certify due diligence in attempting to obtain the exit survey. This will only happen if a member does not complete their portion and the 30 day deadline is arriving. Staff will include documentation of efforts to reach out to the individual in the member file

#### Member Release and Suspension

#### 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 Kentucky 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 Kentucky 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.

## **NSCHC Policy**

Homes for All follows the policies and procedures established by Serve Kentucky. A copy of the NSCHC P&P are included as an appendix.

### Reporting Records and Data Policy

#### Data to be Collected

Homes for All collects several data points to satisfy the requirements of AmeriCorps, Serve Kentucky, and other partners and supporters.

Current major data points -

- number of individuals served (receiving housing services)
- number of individuals transitioning into housing
- number of volunteers trained, recruited, and/or managed

## Sub data points -

- number in household (adults + children)
- birthdate, military status
- documentation supporting client eligibility for data collection purposes

## Sources of Data

Most of the data points are sourced from the individuals being served by members in the Homes for All programat partner sites across Kentucky. Partner sites provide supplemental information (such as documentation supporting those individuals were transitioned into housing). All partner sites with AmeriCorps members placed at their organization contribute to data collection.

### Instrument Type and Description

Data is collected through the Performance Measure Form, completed by the member. Members enter the data into America Learns. The product used is called an Impact Suite. The Performance Measure Form describes the interventions and services provided by the member. It collects the relevant sub data points listed in the previous section. The completion of the report demonstrates the two major data points – number of individuals served and transitioning into housing. The Performance Measure Form is initiated at the start of services with the client and completed upon client transitioning into housing or exiting services.

#### Individuals Involved in Data Collection

AmeriCorps members complete the Performance Measure Form on every household or family unit being served. Site supervisors review each Performance Measure Form and attest to its accuracy and ability to be verified. Program staff reviews data and ensures completion.

#### **Data Collection Schedule**

The first part of the Performance Measure Form is completed on an as-needed basis with clients as they seek services. The second part of the Performance Measure Report is completed as needed when clients transition into housing because of the housing services administered. Members are expected to keep up to date with reports monthly.

### **Data Storage**

All data from the Performance Measure Form is America Learns. The source documentation (paper copies of the reports) is sent kept on file at the service site for 3 years past the close of the prime grant. Program staff pulls the data from America Learns and uploads into an Excel spreadsheet, which is kept on the HHCK Google Suite Team Drive (secure).

### Training for Data Collectors

Members are trained on data collected at the beginning of the service year, provided by the program staff. Site supervisors are trained at the annual site supervisor training, provided by the program staff. The topics included duringtraining on reported includes the nature and purpose of the data to be collected, the schedule for data collection, staff and member roles, and basic data quality principles. Written instructions for data collection are provided to all members, accessible on the HHCK website, and provided upon request. Refreshers on data collection are provided on a quarterly basis during program trainings. Content is developed based on trends observedduring data review.

### **Testing Strategies**

The current data collection process, including the instruments and schedule used, is based on previous program years. Program staff evaluates the effectiveness of data collection each year and makes changes as necessary to ensure validity and accuracy. Members can provide feedback in multiple formats on an annual basis, which can influence the data collection process based on its feasibility in relation to compliance.

### **Data Analysis**

Program will assess data for patterns across the Performance Measure Form. This will include reviewing household demographics, the types of services provided to the client(s), and the outcome of their housing. Due to the complex nature of the program model, multiple external factors influence the client's ability to transition into or maintain their housing. These factors include grant funding, affordable housing market, and resources to provide clients with housing.

#### **Reviewing Data**

Performance Measure Forms are completed by the member and certified as accurate and verifiable by the site supervisor. Program staff review all data to ensure accuracy based on historical patterns, program knowledge, and other understandings gathered from working with the program. To ensure completion of data collection, program staff consult with site supervisors. Any identifiable missing data is then completed at that time. Program staff pulls data from the America Learns system on a periodic basis to not only cross reference with the completed Performance Measure Forms, but review for errors. Homes for All staff

conduct an annual site visit to each service site. During the site visit, staff conducts a "spotcheck" of 2 data entries provided by the member. If all information is verifiable by documentation on site [i.e. volunteer logs, Performance Measure Form], sites are generally reviewed as in compliance with the data collection policy. If any issues are identified, staff reviews additional data entries for continued documentation. Staff also conducts a review of data collection, data entry, and performance measure information. At the site visit, staff conduct a quality assurance check-in with the supervisor to ensure the data from previous years is still accessible within a three-year timeframe.

#### Reasonable Accommodations

Homes for All does not discriminate based on protected physical or mental disability, any history of disability, or any perceived disability. Homes for All provides reasonable accommodation to the known physical or mental disability of a qualified applicant or member where an accommodation is required for the performance of the job unless the accommodation would cause undue hardship.

Reasonable accommodation is any change in the service environment or in the way things are done that enables qualified people to perform the essential functions of their service commitment or enjoy equal opportunity, and which does not cause undue hardship to members.

The feasibility of an accommodation is evaluated on a case-by-case basis. Members have an important role in working out a reasonable accommodation. Members are responsible for requesting a reasonable accommodation if needed to perform all activities related to service. Members will contact program staff whowill work the member and member's physician to ensure that a reasonable accommodation is provided if it does not impose an undue hardship. Documentation should be provided, upon request, to programstaff who will maintain its confidentiality in storing such records.

### Travel Policy and Mileage Reimbursement

Mileage reimbursement is provided to members that for any trainings, service projects, or events that are part of their term of service. Members must have at least one fellow AmeriCorps or AmeriCorps VISTA member carpool with them to an event. The only exception is if there is a member serving in a region with no other member, they receive explicit permission from the program staff, or for some reason, it is literally impossible. Members must submit mileage reimbursement requests to HHCK no later than 2 weeks from the event date. Mileage reimbursement is not considered compensation; it is meant to cover the costs of operating a vehicle for our program's purposes and goals. Members must write down their beginning and ending odometer readings. All requests must be reasonable for the location of the event and the member's home of record.

Our program provides food for all events, trainings, and projects. We only reimburse for meals that are eaten on the way to or home from a required event or for meals that we did not provide food or an option to eat with the program (i.e. program dinner at Serve Kentucky Launch). We do not reimburse the member elects not to eat or for events the

site sends them to. The reimbursement rates for meals: breakfast = \$8, lunch = \$10, dinner = \$15. If the member was not traveling during a standard meal time, the reimbursement may be denied.

#### Social Media

HHCK and Homes for All maintain Facebook and Twitter accounts for the purposes of maintaining programvisibility within the communities we serve, connecting with our members and alum, and recruiting new members. HHCK respects Homes for All Members' online social networking and personal Internet use. However, your online presence can affect HHCK and Homes for All, as your words, images, posts, and comments can reflect or be attributed to HHCK/ Homes for All and AmeriCorps. As an AmeriCorps Member, you should be mindful to use electronic media, even on your own personal time, responsibly and respectfully. Because members' online comments and postings can impact HHCK/Homes for All and/or the way Membersare spending their time at the Service Site, we have adopted the following guidelines that members must observe when participating in social networking sites and/or engaging in other forms of Internet use on and off duty. If you participate in ANY online networking site or social media (Facebook, Twitter, YouTube, Instagram, Snapchat, etc.), as a Homes for All AmeriCorps member, you must abide by the following policy –

- Do not post anything that is even vaguely associated with the Prohibited
  Activities as proscribed by the Corporation for National and Community
  Service that are listed in your contract. (Especially important during election
  season) If you are political in nature and do not want to refrain from posting
  political content on your personal accounts, please do not affiliate yourself
  with Homes for All, AmeriCorps, or HHCK.
- It is your responsibility to represent AmeriCorps and HHCK in a professional manner.
- Post meaningful, respectful comments. Avoid spam and remarks that are offtopic or offensive.
- Do not post anything that is false, misleading, obscene, defamatory, profane, discriminatory, libelous,threatening, harassing, abusive, hateful, or embarrassing to another person or entity. Make sure to respect others' privacy.

It shall be considered a breach of acceptable Member conduct to post on any public or private website or other forum, including but not limited to discussion lists, newsgroups, listservs, blogs, information sharingsites, social media sites, social or business networking sites such as LinkedIn, Facebook, or Instagram, chatrooms, telephone-based group communications such as Twitter, or any other electronic or print communication format, any of the following:

- 1. Anything that may harm the goodwill or reputation of HHCK / Homes for All or any disparaginginformation about HHCK / Homes for All or any other AmeriCorps program.
- 2. Any disparaging, discriminatory or harassing information concerning any client, employee, vendor or other person associated with HHCK/ Homes for All or the Member's Service Site. HHCK / Homes for Alland Service Site

- policies prohibiting harassment apply online as well as offline.
- 3. Any confidential information, trade secrets, or intellectual property of HHCK / Homes for All s or the Member's Service Site obtained during your term of service, including information relating to finances, research, development, marketing, clients, operational methods, plans and policies.
- 4. Any private information relating to a client/Service Site program participant, employee or vendor of the Homeless and Housing Coalition of Kentucky, Homes for All, or the Member's Service Site.
- 5. Engage with clients on social media OUTSIDE the scope of service site activities (if normal protocol foryour service site) OR "friend"/text/message clients. If a client contacts the Member or requests to be the "friend" of the Homes for All Member, the Homes for All Member will respectfully refuse the invitation and explain that it is against the policy of the Service Site and Homes for All.

This Policy applies regardless of where or when Members post or communicate information online. It applies to posting and online activity at the Service Site, home or other location and while on duty and off duty. The Service Site reserves the right to monitor and access any information or data that is created or stored using Service Site technology, equipment or electronic systems, including without limitation, e-mails, internet usage, hard drives and other stored, transmitted or received information. Members should have no expectation of privacy in any information or data (i) placed on any Service Site computer or computer-related system or (ii) viewed, created, sent, received or stored on any Service Site computer or computer-related system, including, without limitation, electronic communications or internet usage.

Members who violate this social networking policy will be subject to disciplinary action, up to and including termination as an AmeriCorps member. It is helpful to remember as an AmeriCorps member, you should:

- Always pause and think before posting.
- Realize that Homes for All/HHCK's relationships with placement sites, funders, potential members and local communities are valuable assets that can be damaged through a thoughtless comment/post. Webinteraction can result in members of the public forming opinions about Homes for All, HHCK, AmeriCorps and its members, employees and partners.
- Remember your online presence reflects Homes for All. Thus, you should be aware that your actionscaptured via images, posts, or comments also reflect on Homes for All.

Understand that all e-communications on our social networking sites are subject to monitoring by Homes for All staff.

# **Appendices**

## **Application Instructions and Guidance**

Organizations seeking to host a Homes for All AmeriCorps member should carefully review thefollowing information and complete their application by **Wednesday, May 4th.**Application must be sent via email to <a href="mailto:application@hhck.org">application@hhck.org</a>. Any questions related to the application should be directed to <a href="mailto:Caitlin Bottoms">Caitlin Bottoms</a> or 502.223.1834. Organizations may also schedule a technical assistance call through this <a href="mailto:link">link</a>.

#### What is AmeriCorps?

AmeriCorps is a national service program that provides thousands of Americans with an opportunity to give back to their communities. AmeriCorps members serve in nonprofits, publicagencies, and faith-based organizations. Since the program was created in 1994, over 250,000 individuals have served their communities and country as AmeriCorps members. AmeriCorps members receive a modest living allowance, student-loan forbearance, health coverage, end ofservice education award, and childcare for those who qualify. There are hundreds of AmeriCorps programs across the country that provide service to communities in focus areas such as Economic Opportunity, Healthy Futures, Disaster Services, Education, and more.

AmeriCorps programs are funded by the federal AmeriCorps agency and the Serve KentuckyState Commission

## What is Homes for All AmeriCorps?

Homes for All AmeriCorps is the only AmeriCorps program primarily focused on housing and homelessness in Kentucky. Operated by the Homeless and Housing Coalition of Kentucky (HHCK), the mission of Homes for All is to provide housing related services to individuals and families across Kentucky who are experiencing homelessness, housing insecurity, or in search of affordable homeownership opportunities.

Homes for All AmeriCorps members serve at nonprofits, public agencies, and government institutions. Allowable member direct service activities relate to housing and homeless services, which include, but are not limited to, case management, homelessness prevention, rapid rehousing, housing counseling, and building, renovating, and weatherizing affordable housing.

The program year begins August 1st, 2022 and ends July 31st, 2023.

## Hosting an AmeriCorps Member

Hosting an AmeriCorps member is a collaborative effort between service sites and HHCK. Service sites are responsible, in tandem with HHCK, for recruiting, training, and supervising an AmeriCorps member for up to 12 months. Homes for All has 38 (37 full-time and 2 half-time) member slots available for partner sites to apply for in the 2022-2023 program year. We offer Housing Services or Construction AmeriCorps positions. Each position can have responsibilitiestailored to the service site, but the members ultimately are involved in one category or the other.

Full-time members serve 1700 hours over the course of 12-month period. Half-time members serve 900 hours in a reasonably full-time capacity (approximately 6-8 months). Members must demonstrate a commitment to serve their community, pass a three-step criminal history check, and be at least 17 years of age. Our program traditionally recruits a diverse corps, and we welcome all applicants without regard to race, skin color, nationality, social or ethnic orientation, religion, age, gender, sex, sexual orientation, gender identity or expression, political affiliation, marital or familial status, genetic information, disability, or status regarding public assistance or military service.

## **Service Site Contribution**

Service sites are required to provide a site contribution for each member slot awarded to participate in the program. Please note that sites are responsible for the entirety of the cost, regardless of whether their member completes their service term. This is the program participation cost, not the cost of the member. This contribution is non-refundable.

Member Slot	Hour	Service	Site Contribution	
	S	Term	Total	
Construction	1700	12 months	\$7,500	
Housing Services	1700	12 months	\$7,000	
Half-time	900	6-8 months	\$3,750 (C)   \$3,500	
member			(HS)	

## **Membership to HHCK**

Organizations that host an AmeriCorps member through Homes for All must become a member of HHCK. Benefits of membership include a free annual membership meeting, training and technical assistance, and access to a health insurance association for small employers.

Additionally, membership helps support permanent supportive housing for people experiencingchronic homelessness in underserved areas and allows us to be a resource for technical questions and issues for organizations across Kentucky. If there are additional ways HHCK can support your efforts to increase housing opportunities in your community, please feel free to reach out to <u>Adrienne Bush</u>.

For partner agencies and organizations, membership is based on annual organizational budget:

<\$100,000 = \$50 \$100,000-\$249,000 = \$100 \$250,000-\$499,000 = \$200 \$500,000-\$749,000 = \$250 \$750,000-\$999,000 = \$300 \$1,000,000+ = \$400

#### **Member Recruitment + Supervisor Training**

After sites have been selected, a training video will be released by program staff to outline

themember recruitment and onboarding process. Sites need to watch this video prior to recruiting to understand how the process works and before contacting staff for questions.

A virtual site supervisor training will be in July to prepare sites for the upcoming program year. Participation is mandatory for any organization wishing to host an AmeriCorps member. The site should make every reasonable accommodation to allow the site supervisor to participate inthe training. If the designated site supervisor is unavailable, another representative that may work with the AmeriCorps member must attend.

### **Program Performance Measures + Goals**

Every member position includes the provision of *direct-service* activities that relate to housingand homelessness. The member position description addresses the following performance measures:

- Members will <u>collectively</u> provide housing services to 2500 individuals
- 1000 of those individuals will successfully transition into, maintain, or secure safe, healthy, affordable housing.
- Members will <u>collectively</u> recruit, train, and/or manage 550 episodic or recurring volunteers to share the positive experience of community service and help others givetheir time and skills at your organization and in your community.

Within these performance measures, member responsibilities can be tailored to fit the needs ofthe host site and to support the skills of the individual members if the activities are pulled from the preapproved activities list. Your organization will need to provide oversight of the performance measure data that your member will report to us throughout the year.

## AmeriCorps Prohibited Activities

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcomeof an election to any public office;
- f. 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 electedofficials;
- g. 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;
- h. 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 3.g. above, unless CNCS assistance is not used to support those religiousactivities;

- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registrationdrive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS 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- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

### **Restrictions on AmeriCorps Positions**

**Non-Duplication:** Grant funds may not be used to duplicate services that are available in the locality of a Program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a state or local government agency in which the Grantee entity resides.

You cannot duplicate services that are already taking place in a locality i.e. a program is operating without AmeriCorps funds and the organization wishes to continue the same program with no expansions or improvements in service with AmeriCorps funds instead. If youwanted to replicate the program in a new area, reaching new beneficiaries, or improve the service delivery because of an AmeriCorps member, that would not be duplication.

**Non-Displacement:** An AmeriCorps member may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as aresult of the use by such employer of a member in a Program or project.

#### Examples include:

- Your organization used to have a case manager, but due to budget cuts this year, youneeded to let go of that person. You now want to partner with Homes for All AmeriCorps to have an AmeriCorps member complete all the responsibilities that theemployee used to do. This is displacement of employees.
- Your organization decides to enroll a construction coordinator as an AmeriCorps member – hey, it's cheaper! - this is displacement of employees (and the formeremployee probably wouldn't stay anyways).
- Your organization has a volunteer that comes in on Mondays to teach financial literacyclasses. You decide to dismiss your volunteer so your AmeriCorps members can take

- over those classes so you don't have to manage volunteers anymore. This is displacement of a volunteer.
- Your organization has an employee that is out sick for two days and staff, including an AmeriCorps member, helps to pick up the work while the employee was out. This is not duplication or displacement because the employee is presumed to return to work.

## **Application Design + Format**

- 1. Application Checklist
- 2. Service Site Information (5%)
- 3. Narratives (25%)
- 4. Member Training + Development (20%)
- 5. Member Recruitment + Retention (20%)
- 6. Supervisor + Host Site Capacity (15%)
- 7. Member Position Description (15%)
- 8. Signature Page

## **Application Timeline**

Application Released	Monday, March 28 <sup>th</sup>
Application Due	Wednesday, May 4 <sup>th</sup>
Site Selections Announced	Wednesday, May 18 <sup>th</sup>
Site Supervisor Training	July 18 <sup>th</sup>   July 19 <sup>th</sup> (attend 1)
Program Year Starts	August 1 <sup>st</sup>

#### **Submission Information**

Application must be sent via email to <u>application@hhck.org</u> by Wednesday, May 4<sup>th</sup> using the fillable documents and templates provided. Please use the subject line "Service Site Application

organization name". Any application submitted without meeting the deadline and without all required application fields completed will be considered nonresponsive and will not be reviewed.
 Organizations should pay careful attention to the requested information and refrain from submitting a general narrative used for other funding sources.

Any questions related to the application should be directed to <u>Caitlin Bottoms</u> or 502.223.1834. Organizations may also schedule a technical assistance call through this <u>link</u>.

	phication Score Sheet	
Appiic	cation Checklist and Site Information	
1.	Organization included a completed Application Checklist and Site Information	
		5 points
Sectio	n 1: Narratives (25 points)	
1.	Need (13 points):	
	<ul> <li>Describes mission and programs and services offered by the organization</li> </ul>	
	<ul> <li>Provides evidence that identifies the need in the communities they serve</li> </ul>	
	• Explains how a member will help with those challenges and makes a different	
	• Identifies the Homes for All program component that the member will align with	
	Uses evidence-based programs/services or does not (i.e. Housing First)  Libertification of the control of	
	• Identifies what the organization will be able to do that it would not be able to do with existing staff or volunteers	
	Estimates performance measures	
2.	Member Development (8 points):	
	Describes professional and personal development of member	
	Shares skills and knowledge that the member will learn or develop	
	• Identifies groups that member will be involved into to help them understand the	
	community-based approach to solving problems	
2	• Gives learning opportunities that they will share with their member	
3.	<ul><li>Member Safety (4 points)</li><li>Explains the safety measures in place to protect member</li></ul>	
	• <b>Construction:</b> asbestos, hazardous waste, etc. mitigation, description on safety	
	training that will be provided	
	Housing services: safety plan for members and the potential to engage with	
	individuals with mental health or behavioral health issues	Max. 25 points
Section	on 2: Member Training (20 points)	
	<ul> <li>Detailed orientation plans including policies, procedures, types of training</li> </ul>	
	• Explains member travel expectations; personal vehicle use; site vehicle use	
	Identifies other benefits provided (housing, training, meals, etc.	Max. 20 points
Sectio	n 3: Member Recruitment and Retention (20 points)	
1.	Recruitment (10 points)	
	<ul> <li>Plans for recruiting including advertising locations; staff involved in</li> </ul>	
	interview; what will be addressed in interviewed; AmeriCorps information	
_	planned to be reviewed; desired skills	
2.	Retention (10 points)	
	Shares concrete efforts the site will make to retain the member	
	Describes conflict management style	Max. 20 points
	Plans to introduce and integrate the purpose of AmeriCorps in their	
	organization	
Soction	Evidence as to why they are a good site for national service  n 4: Supervisor and Site Canadity (15 points)	
Section 4: Supervisor and Site Capacity (15 points)		
1.	Supervisor (5 points)	

<ul> <li>Supervisor nominated; describes why staff member is optimal and shares what their position or connection to the AmeriCorps member is</li> <li>Describes person's style of supervision and conflict management; shares how</li> </ul>					
supervisor will provide productive feedback; identifies ways to ensure member will be able to safely bring issues to their attention					
<ul> <li>Provides supervision structure and plans</li> </ul>					
Succession plan listed					
Member schedule identified					
2. Site Capacity (10 points)					
New					
Explains organizational capacity to host an AmeriCorps member					
Provides expectations of working with the AmeriCorps program					
Plan for engaging program staff in addressing challenges or issues					
Lists equipment that will be provided to the member					
Returning	Max. 15 points				
Provides specific examples of accomplishments	Tiens 10 positio				
Describes challenges; retention and recruitment history					
Plan to engage program staff in addressing challenges and issues with the					
member					
Lists equipment that will be available to member  Section 5. Marshay Position Proprietion (15 points)					
Section 5: Member Position Description (15 points)					
<ul> <li>Aligns with allowable member activities; activities copied and pasted from</li> </ul>					
activities list included in site application; no unallowable activities included					
<ul> <li>Activities do not include any prohibited activities or displacement of</li> </ul>					
staff/volunteers					
<ul> <li>Activity percentages total 90%, reserving 10% for Homes for All activities</li> </ul>					
(trainings, events, service projects, reports, etc.)	Max. 15 points				
Reasonable minimum qualifications listed					
TOTAL CCORE					
TOTAL SCORE	/100				
Questions:					
Changes Needed:					
onungeo riccucui					

## Service Site Agreement

This agreement is between the Homeless and Housing Coalition of Kentucky ("HHCK") and

Service Site") for the assignment of a Homes for All AmeriCorps member for the purpose of performing services under the Homes for All AmeriCorps Program ("Program") grant between HHCK and Serve Kentucky ("Serve KY") as funded under the National and Community Service Act of 1990 as amended, and supported by the federal AmeriCorps agency. This agreement is in effect for the period of August 1<sup>st</sup>, 2022 through July 31<sup>st</sup>, 2023.

## Joint Responsibilities

Hosting a Homes for All member is a collaborative effort between the program and the service site.

#### Member Recruitment

Homes for All seeks to actively include participants and staff from the communities in which projects are conducted and seek program staff and participants of different races, ethnicities, socioeconomic backgrounds, educational levels, and gender identities as well as recruitment of staff and participants who share a specific characteristic or background. Service site is primarily responsible for recruiting a capable member, with the assistance of Homes for All program staff. The service site agrees to complete face to face interviews when possible and telephone interviews when distance or other factors prevent a candidate from traveling to an in-person interview. Service site agrees to check references ahead of conditionally offering a position. Top candidates are expected to participate in an interview conducted by Homes for All program staff. Service sites are most familiar with their own needs, so service sites will be able to nominate a candidate they feel will best meet those needs. However, Homes for All program staff retains the right to veto a nominated candidate if the Program Director has serious concerns about an applicant's ability to meet programmatic expectation.

#### Member Enrollment

Homes for All begins enrollment on August 1<sup>st</sup> of each year. All enrollment paperwork must be completed and signed before the member's start date for them to begin service on that start date, provided that the National Service Criminal History Check is cleared. After August 1<sup>st</sup>, Homes for All program staff requires a two-week notice before a proposed member start date. This is to ensure enrollment paperwork can be processed; program staff may conduct criminal history checks; and the living allowance set-up can be distributed properly. A site must receive written confirmation that a member is cleared to start service before a member may begin service hours, including orientation and training.

### **Member Retention**

Service sites should work with Homes for All to address any circumstances that might lead to the early release of a member. Poor retention rates may result in funding cuts from ServeKY and the federal AmeriCorps agency for future service years. Service sites may not hire the member for positions at the site if this would require a member to exit their service early. If the member exit their service to pursue employment at the site, the organization may lose their awarded AmeriCorps slot and this agreement will be terminated. The organization may apply for AmeriCorps members in the future, but priority will be given to organizations that have complied with this provision.

Homes for All acknowledges that members may choose to terminate their service on their own. Homes for All will provide efforts to address any member issues or concerns in cooperation with the service site. Service sites will not be penalized if they have made *reasonable efforts* to retain a member through communication and mediation.

## National Service Criminal History Checks

AmeriCorps requires programs to conduct and retain criminal records checks from the state of service (Kentucky), state of residence (if applicable), a fingerprint-based FBI check, and sexual offender registry check.

### **Program Responsibilities**

Homes for All and HHCK will provide the member with the following -

#### Benefits

- An annual, taxable living allowance and applicable FICA
- A health care plan if the member is eligible and elects such coverage
- Access to childcare assistance if the member is eligible and elects such assistance
- Mileage and expense reimbursement for travel, lodging, and meals for program required events. Program will not reimburse for travel related to individual site requirements.
- Worker's compensation coverage

### **Support Services**

- Assistance in securing a post-service educational award upon the eligibility date.
- Supporting members who have not yet earned a high school diploma or its equivalent by allowing them to count time spent studying for the GED or completing high school, providing they are of age. These hours will count towards the member's hour requirement; however, they may not exceed 20% of the total.
- Program staff provide resources and support throughout the program year to ensure member success.

### Training and Professional Development

- Pre-service orientation to position and program
- Days of service
- Monthly member trainings
- Member development plan for community engagement and education
- End of service training with career training and life after service

## Service Site Responsibilities

#### General:

• Service sites that host an AmeriCorps member will provide a nonrefundable site contribution of \$7,000 per full-time housing service member and \$7,500 per full-time construction member. This

- contribution is not an exchange for services, but rather, it supports the common goals of the program and service site.
- Service site agrees that at least 35% of the contribution comes from non-federal sources of funding. All federal match monies must be documented and accompanied by a letter from the granting authority stating that federal money may be used to partially cover the contribution.
- Service site will be invoiced prior to the member start of service; quarterly payment plans available upon a demonstrated need. The contribution must be paid in full before the program can award and place future members in future program years.
- Provide one qualified individual to provide an average of 40 hours per month (for full-time) of supervision per member and provide HHCK documentation of that contribution if needed.
- Notify Homes for All program staff immediately of any staff changes that will affect site supervision.
- Allow the designated site supervisor to participate in one or more days of training and orientation with Homes for All program staff.
- Participate in any required NSCHC elements including: NSOPW, Kentucky AoC, and FBI.

## **Support Services:**

- Provide the member with administrative support during member's hours of service. This includes, but is not limited to, office space, equipment, technology, and access to the internet to complete AmeriCorps reporting requirements.
- Assist the member by identifying low-cost housing for the member to reside in if possible.
- Promote the AmeriCorps program and the impact of the member service activities to service site staff, clients, and the community at large.
- Schedule adequate office time for the member to complete program planning and reporting.

## Administrative/General:

- Maintain records, make reports, and respond to grievances concerning member as may be required.
- Retain records for three years after the completion or termination of the member placement and until all matters pertaining the program year are resolved under applicable federal or state laws, regulations or policies.
- Provide Homes for All, Serve KY, and the federal AmeriCorps agency right of access to any books, documents, papers, or other records of the service site which are pertinent to the program to make audits, examinations, excerpts, or transcripts.
- Not allow the member to begin service before Homes for All program staff has received all required member paperwork, which includes necessary background checks. Homes for All will notify sites when a member is cleared for service. Member will not be able to count any hours prior to receiving approval from Homes for All program staff.
- Not hire their AmeriCorps member before the member has completed all service requirements as set forth by the program. Hiring a member out of their service term will affect an organization's ability to service with the AmeriCorps program in the future.
- Not accept or permit a third party to accept compensation for the member's service.

- Not employ or otherwise pay members for "work", while the member serves in the Homes for All program.
- Cooperate with on-site evaluation visits required by Homes for All program staff.
- Maintain appropriate, professional relationship with service member.

## Site Supervisor Responsibilities

The designated site supervisor agrees to -

- Communicate regularly with Homes for All program staff.
- Ensure organization staff and others understand the role of AmeriCorps in your organization.
- Allow the member to attended required Homes for All trainings, meetings, and projects that total up to 20% of the program's total service hours.
- Conduct weekly check-ins with members; provide constructive feedback regularly.
- Submit to Homes for All by the appropriate deadlines all reports and data on member service activities.
- Review member performance measure data on a regular basis; provide data on households served by AmeriCorps member even if the member exits service early.
- Approve time sheets in a timely manner. Supervisors will receive two reminders from either the reporting system or program staff to approve time. At that time, program staff will approve member time if not done so by the site.
- Submit two performance evaluations. If a site does not complete evaluation after three requests from program staff, program staff will conduct the performance evaluation with the member.
- Maintain the confidentiality of information regarding the member. The service site must obtain the
  prior written consent of the member before using their name, photograph, and other identifying
  information or publicity or other purposes.
- Obtain written approval from Homes for All to supplement the living allowance or provide additional benefits to the member.
- Reimburse the member for mileage if member's personal vehicle is mandatory for the service position. Reimburse the member for other expenses connected with their service in a manner consistent with the service site's policies for its employees.
- Immediately inform Homes for All program staff of any conduct by the member that undermines their effectiveness or interferes with their ability to serve. Examples include arrest, excessive or unexcused absences/tardiness, hospitalizations, poor service performance, or being under the influence of alcohol/illegal drugs.
- Immediately notify Homes for All program staff of a member's resignation.
- Assign member only duties within the Homes for All approved position description as stated in the
  service site application. Member's primary activities must consist of direct service to the community.
  Members may be asked to complete administrative tasks associated with the direct service they are
  providing, but they may not be asked to perform administrative tasks for others. Activities must also
  align with Homes for All performance measures and must be considered allowable activities.
- Ensure the member has sufficient opportunity to complete the required number of hours of service according to the position slot awarded to the service site.

- Account for holidays and other time off and provide the member with sufficient opportunity to make up missed hours (See Leave Policy).
- Allow the member to serve on a jury without being penalized. The member will continue to receive
  credit for normal service hours, the living allowance, and, if applicable, health care coverage and
  childcare assistance.
- Consult with Homes for All program staff prior to any disciplinary measures.

### **Transportation**

Homes for All or HHCK is not responsible for any liability to clients, staff, or members caused by a vehicle collision at any time during the member's service year.

The service site agrees that the agency is responsible for any damage or injury if the service agency requests, allows, or expects the member to transport clients, employees, or volunteers as part of the member service's to the agency. If a service site requests, allows, or expects the member to transport clients, employees, or volunteers as part of their service using their personal vehicle, the agency will first determine that the member has a valid driver's license and active automobile insurance for said vehicle and will keep a copy of both on file at the service agency.

### **Safety**

Member safety is essential to the program. Sites are expected to make every reasonable effort to ensure that the health and safety of the member is protected during the performance of their assigned duties. The service site will make every reasonable effort not to assign or require the member to perform duties that would jeopardize their safety or cause them to sustain injuries. The service site will not require members to provide services in the absence of the person responsible and authorized by the service site to supervisor and direct the member and respond to emergencies. Sites agree to train members in safety procedures implemented by the service site. For example: shelters and other agencies where members will be meeting with clients should train members on personal safety and how to work with clients that exhibit emotional and physical challenges. If this protocol is in writing, then the site should also provide a written copy for use by the member. If a site hosts a construction member, the site shall, to comply with OSHA 29 CFR 1926.501, provide conventional fall protective systems to protect all members engaged in any construction activity six feet or more above the ground. These are just *examples*. Sites will need to think about what types of safety issues may be present and follow the safety plan submitted with the approved service site application. Sites should work with the member to ensure all safety precautions are taken.

### In Event of Injury or Illness

Supervisors shall initiate immediate corrective action where unsafe conditions or practices are found. All accidents should be reported immediately to the site supervisor, who in turn, will report the incident to the Homes for All Program Director. The site supervisor will complete the KEMI Form IA-1 and fax to KEMI directly. A copy should also be sent to Homes for All within 24 hours of the incident. Any accidents shall be investigated to determine what corrective action should be taken to prevent future similar accidents. An investigation will be conducted by the site supervisor and other suitable site personnel and a written reporting detailing the correct action plan must be submitted to the Homes for All Program Director within five days of the accident. Corrective action will be taken by site supervisors to prevent future accidents.

The site will need to notify Homes for All program staff, who will contact Serve Kentucky, who will notify the federal AmeriCorps agency.

## **Branding**

The service site must identify itself as an AmeriCorps Service Site by displaying signage to be provided by Homes for All. The service site must also use the AmeriCorps name and logo on all printed or published materials associated with the program. This includes the organization's website, business cards, nametags, etc. The site may not alter the AmeriCorps logo and must obtain permission from Homes for All before using the logo as part of any other logo or design or before using the AmeriCorps name or logo on clothing intended to be worn by individuals who are not members or permitting any other parties to use the AmeriCorps name or logo in promotional materials. Site agrees to ensure that AmeriCorps member wears the logo while actively serving. Members are provided with a t-shirt, sweatshirt, and pin with AmeriCorps logo.

The service site is responsible for assuring that the following acknowledgement of federal support will appear in any report or publication of any material regarding this project: "This material is based upon work supported by Serve Kentucky and AmeriCorps". The service site is responsible for assuring that a copy of any such publication is sent promptly to Homes for All.

#### **Site Visits**

Homes for All program staff, Serve KY, and the federal AmeriCorps agency have the right, at all reasonable times, to make site visits to review member support documentation, including client files, and evaluate service site records, accomplishments, and organizational procedures; to conduct interviews; and to provide technical assistance as required. All site visits shall be performed in a manner as to not unduly disrupt the service site's operations. Site supervisors agree to immediately provide any needed support documentation to verify performance measure information submitted by members upon Homes for All program staff request. Supervisors agree that this information will be sent by mail or fax when Homes for All program staff travel to the site is not possible. Site agrees to add Homes for All program staff to client confidentiality forms when needed.

## **Delegation**

The service site will not delegate or assign any of its obligations or duties stated in this agreement.

### **Drug-Free Work Environment**

The service site will comply with all requirements of the Drug-Free Workplace Act and the implementing regulations at 34 CFR, Part 1229.

#### Allowable and Prohibited Activities

#### Allowable

The activities allowed for a member to receive hours for include approved position description activities, member training related to their position or the program, and service projects. Any activities that fall outside of the position description must be approved by the Homes for All Program Director *ahead* of performance to ensure they fall within grant measures. Details on the activities listed below will be provided upon request, within the service site application, and on HHCK's website.

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

- volunteer program development
- improving service programs
- developing in-kind resource system
- implementing communications and/or outreach plan

#### **Construction Member Activities**

- new home construction
- repair or rehab construction
- weatherization
- safety
- project selection and management
- volunteer management
- volunteer recruitment and training
- client or homeowner management
- environmental reviews
- program support and operations

## Housing Services (Homeless Services)

- housing focused case management
- housing counseling
- client assessment and intake
- client paperwork/documentation
- housing searches
- service referral
- ongoing case management and client support
- rent or utility assistance
- landlord outreach/eviction prevention
- street outreach
- program support and operations

### Financial Literacy

- financial literacy training
- financial literacy counseling
- credit counseling
- budget and debt management counseling

## Housing Services (Homeownership or Home Repair Services)

- homeownership counseling
- home repair loan counseling

- client assessment and intake
- client paperwork/documentation
- homebuyer education
- homeownership education
- program support and operations

### Other Housing Related Services

- public outreach events
- interagency or community meetings
- voluntary client sessions
- community service projects or workdays
- member training

#### Volunteers

- volunteer recruitment
- volunteer management
- volunteer training

#### **Prohibited Activities**

The site is primarily responsible for ensuring the member does not engage in the following activities through the term of service or train, recruit, or manage volunteers for the purpose of these activities –

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislations, or elected officials;
- g. 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 proselytism;
- h. Providing a direct benefit to a business organized for profit, a labor union, a partisan political organization, 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 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative, and an organization engaged in the religious activities described above, unless the federal AmeriCorps agency assistance is not used to support those religious activities;

- i. Conducting a voter registration drive or using the federal AmeriCorps agency funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as the federal AmeriCorps agency 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-the federal AmeriCorps agency funds. Individuals should not wear the AmeriCorps logo while doing so.

AmeriCorps members agree to not conduct any prohibited activities upon enrolling in AmeriCorps. They will receive training at the beginning of and throughout their term of service.

## **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, preforming fundraising activities, as described in CFR 2420.40.

AmeriCorps members my not raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment or write a grant application to the federal AmeriCorps agency or to any other federal agency.

An AmeriCorps member may raise resources directly in support of your program's service activities. Examples of activities AmeriCorps members may perform related to fundraising include, but are not limited to, the following –

Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;

Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;

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 organizations;

Seeking donations from alumni of the program for specific service projects being performed by current members.

Site supervisors will seek explicit permission from the Homes for All program director prior to the member completing any fundraising activities. This is to ensure the activities are allowable and to prevent the site from violating this agreement.

### **Leave Policy**

The member term of service and leave policy for a 1700 hour member is outlined below -

## 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 for Members

Member participation is mandatory for the following trainings and events:

Homes for All Orientation (PSO)

AmeriCorps Kick-Off Training Event (Launch)

K-Count/Stand Down/Community Connect (where applicable)

**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

Veteran's Day Christmas Day June 19th (Juneteenth)

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.

### Member Leave Policy

1700-hour Members may take up to ten (10) sick days and ten (10) personal/vacation days in their twelvemonth 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.

## **Teleservice Policy**

#### General Guidelines

The service site is responsible for informing program staff, via e-mail or other written communication, that the member has been approved to engage in remote service activities. The member may only engage in prescribed activities and for program prescribed nonprofit agencies/organizations. See allowable activities in program operational guidance. The organizations and agencies that are considered acceptable recipients of service are service sites and existing services with the service site.

Members may engage in pre-approved remote service activities or on-site activities that directly benefit clients or the agency and community for which they serve. Activities may include community outreach events, food drives, housing inspections, housing construction or repair, home visits, client check-in phone calls, client-based record keeping, and other activities identified in the program operational guidance.

### Terms of Teleservice

A member may only engage in remote services under the following circumstances:

The member has written permission from their site supervisor outlining appropriate service activities to be completed;

Severe weather (such as flooding or snow) inhibits the member from traveling to the service site safely;

Site closure due to illness

The service site is closed and there is no other space (such as an outreach office) for the member to serve.

The member must always produce and maintain work product completed during the remote service activity Examples may include, activity logs, phone logs, sign-in-sheets, lesson plans, pictures from event or service provided.

The program reserves the right to deny remote service hours if:

The program or service site was not notified that the remote service received prior approval as instructed.

The member failed to include or maintain written site approval with their timesheet.

Remote service hours are not indicated on the time sheet.

The member cannot produce tangible work product completed during the reported remote service.

If the service activity falls outside the program prescribed activities or agencies outlined above.

Whether performed on-site or through remote service, member activities must align with Homes for All performance measures and goals. Ongoing activities with the potential to be interpreted as deviating from Homes for All goals should be documented in writing, including need and anticipated benefits to program beneficiaries. Site supervisors will be advised through the site supervisor manual and service site agreement that members may NOT be requested to participate in prohibited activities or activities not specifically outlined or similar to those outlined in the service site agreement. Service sites that place inappropriate activity requests on their members may be removed as a service site.

#### Limit on Teleservice

Members shall only claim up to 5% of their required hours as teleservice. The hours must be clearly indicated as "teleservice" on the America Learns timesheets. Members may not exceed 8 hours of remote service per day.

## **Restrictions on Corporation Assistance**

#### **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 nondisplacement 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.

### Nondisplacement

An employer may not displace an employee or positions, 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.

An organization may not displace a volunteer by using a participant in a program receiving corporation assistance.

A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

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.

A participant in any program receiving assistance under this chapter may not perform any services or duties or engage in activities that will supplant the hiring of employed workers or are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

A participant in the program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any presently employed worker, employee who recently resigned or was discharged, employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures, employee who is on leave (terminal, temporary, vacation, emergency, or sick) or employee who is on strike or who is being locked out.

## Member Disciplinary and Dismissal Policy

Homes for All retains the sole authority to release a member from participation in the program. Homes for All may suspend or terminate a member for compelling personal circumstances and for cause in accordance with 45 CFR §2522.230. Homes for All will notify ServeKY and the National Service Trust immediately whenever it suspends or terminates a member, whether for compelling personal circumstances or for cause.

Homes for All may also temporarily suspend a member for minor disciplinary reasons based on the Standards of Conduct in the Member Service Agreement or multiple Level 1, 2, or 3 violations. The period of suspension does not count towards the member's required service hours and the member does not receive a living allowance for the suspension period.

The site supervisor must document in writing and immediately notify the Homes for All program director of any issues that affect a member's performance as opposed to a character or personality challenge. If a site feels that a member should be removed from service, the supervisor must provide proof of steps taken to resolve the situation. Clear documentation of the member's failure to improve and to meet expectations must be produced. Site supervisors will use the Homes for All Member Corrective Action form to document offenses and explain in writing how the member's conduct is to be redirected. If a site intends to use this action plan, site will contact program staff beforehand. The use of this form is used in consideration for the disciplinary process.

If a pattern of misbehavior has occurred and appropriate corrective actions have been taken, the site supervisor may ask the Homes for All Program Director to take further action including suspension or termination from the program. Sites understand that, while the decision to release a member early will certainly be made in consultation with the service site, but ultimately it is the Homes for All Program Director's responsibility to perform the release. Sites also understand that the Program Director retains the right to refuse to release a member early without sufficient documentation of grievances and steps taken to address said grievances.

#### 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 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
- Failure 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<sup>st</sup> offense: program staff will issue a written warning and a copy will be sent to all parties.

2<sup>nd</sup> offense: program staff will issue another written warning and a copy will be sent to all parties.

3<sup>rd</sup> 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.

2<sup>nd</sup> offense: program staff will release member for cause.

### Level 3 Violations:

- Stealing, lying, or 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 the federal AmeriCorps agency/AmeriCorps policy.

### Refilling a Member Position:

If a member is released from service before having completed 30% of their service hours (510 for full-time, 270 for half-time), the program, in cooperation with the service site, may attempt to refill the position. However, the program will be unable to refill a position if the existing member has served 30% or more of their hours.

In the event of resignation, dismissal, suspension, or reassignment of a member, Homes for All will not refund any portion of the service site contribution.

## **Grievance Procedure**

### 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 the federal AmeriCorps agency 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. With the exception of 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 in an effort 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. With the exception of 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 <u>complaint</u> 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 they 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.

In the event that 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 in an effort 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:

Payment of the lost living allowance.

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 Kentucky.

### Nondiscrimination

The Service Site will not discriminate against a member, program staff, or service recipient on the basis of race, color, national origin, gender, age, religion, sexual orientation, gender identity or expression, political affiliation, marital or parental status, military service, or disability. (CFR 2540.210) The Service site must provide reasonable accommodations to qualified individuals with disabilities. Accommodations must be based on individualized needs.

The Service site must comply with the self-evaluation requirements in Section 504 of the Rehabilitation Act of 1973 as amended, regarding accessibility for individuals with disabilities. The Service site also must comply with the self-evaluation requirements of Title IX of the Education Amendments of 1972 as amended, concerning discrimination based on sex.

The Service Site must comply with all federal statutes relating to nondiscrimination to the extent applicable, including, but not limited to Title VI and VIII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975 as amended; the Drug Abuse Office and Treatment Act of 1972 as amended; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended; the Public Health Service Act of 1912 as amended; and the requirements of any other nondiscrimination provision in the National and Community Service Act of 1990 or any other applicable nondiscrimination provision.

#### Public Notice of Non-Discrimination

Homes for All has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression,

political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service.

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, 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 have been discriminated against, or if you want more information, contact:

Program Director Homes for All Program Homeless and Housing Coalition of Kentucky 306 W Main St., Ste 207 Frankfort, KY 40601 502/223-1834 Office of Civil Rights and Inclusiveness AmeriCorps 1201 New York Avenue, NW Washington, D.C. 20525 1-800-833-3722 (TTY and reasonable accommodation line) (202) 565-3465 (FAX); eo@cns.gov (email)

#### Reasonable Accommodation

Fax: 502/226-4968

Homes for All and its activities are accessible to everyone, regardless of status. Programs and activities must be accessible to persons with disabilities, and the service site must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

#### Violation of Service Site Agreement

Failure to adhere to any portion of this agreement may result in the termination of the partnership between the service site and the Homes for All program. For minor violations (ex: failure to approve time sheets, failure to submit evaluations, inability to retain a member for a full term of service), Homes for All program staff will send documentation of the issue and requested corrective action. Continued violations of the agreement may prevent the organization from partnering with the program in future program years. For gross violations (ex: hiring a member prior to their service term ending, demonstrating emotional or physical harm to the member), Homes for All program staff may elect to cease the partnership and remove the member from the site.

accept its terms and conditions as part of my association with AmeriCorps as evidenced by my signature herein below.

Name of Site:

Service Site Supervisor:

Date:

Homes for All Program Director:

Date:

Date:

ACKNOWLEDGEMENT: I have read the foregoing and acknowledge that I understand the procedure and

# Homes for All AmeriCorps Member Evaluation

Member: Site Supervisor Name:										
Service Site:Term:					Term:	2 MID-YEAR (MID-SERV)	ICE) 2 END OF			
SERVICE										
				Dont	1 of 2. AmoriCor	ma Dua awawa Diwa atau				
				Part	1 of 2: Americon	ps Program Director				
	0	verview	of Memb	er Serv	ice	Number	Notes			
# of hou	ırs requi	red in ter	m of serv	ice						
# of hou	ırs serve	d (approv	zed in Am	erica Le	earns)					
# of we	ekly hou	rs needed	l to finish	by July	31st, 2021					
		reported								
	unteer re	•								
		ıp to date	?			Yes or No				
Comme	ents:									
						W 1 C 1 1	ID C E .			
5	4	3	2	1		Member Standards and	i Periormance Factors			
					Abides by Men	nber Service Agreement a	nd Standards of Conduct			
					Meets deadline	es [time sheets, performar	nce measure reporting, reflection			
						a service ethic indicative meriCorps service extend				
					Represents AmeriCorps well at site and in the community					
					Actively participates in our program trainings, service projects, days of service					
					Communication with Homes for All staff is regular, responsive, complete					
					Engaged in the Kentucky	AmeriCorps program as	a whole – site, community,			
					Member is exp	ected to complete require	ed number of service hours			
Comme	nts:				·					

Part 2 of 2: Service Site Supervisor

# Scale (mark only one box for each item):

5 – Superior [performance is significantly beyond standards on a consistent basis]

Member Signature:\_\_\_\_\_

AmeriCorps Program Director Signature:

- 4 Good [exceeds expectations regularly]
- 3 Fair [adequate, satisfactorily meets standards]
- 2 Needs improvement [occasionally fails to meet standards, meets minimum requirements]
- 1- Unacceptable [continuously fails to meet standards, immediate improvement needed]

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

5	4	3	2	1	Member Standards and Performance Factors
					Accepts and completes Member Position Descriptionactivities/responsibilities
					Adheres to schedule, serves min. number of hours required (37.5 or what's listed in America Learns), and follows AmeriCorps member leave policies
					Follows instructions; able to serve independently with minimal supervision
					Meets deadlines; able to prioritize and handle multiple responsibilities
					Completes client or project related paperwork accurately and thoroughly (i.e. case notes, eligibility documentation, scope of work, etc.)
					Keeps site supervisor informed of activities; asks for assistance if needed; accepts and implements constructive feedback
					Serves well in team environment; works collaboratively with site staff,volunteers, community partners, etc.
					Takes initiative to accomplish more than what is required or expected
					Plans and commits to courses of action that are effective and efficient
					Offers ideas and suggestions; demonstrates flexibility; adaptable
					Uses appropriate and effective conflict management practices
					Employs active listening skills, requesting clarification when needed
					Maintains confidentiality; demonstrates ethical and sound judgment
					Communication with site staff is timely, appropriate, respectful
					Communication with clients and/or volunteers is timely, appropriate, respectful
					Seeks to gain new knowledge; open to learning or improving; conscientious

**Site Supervisor Comments** 

What are (3) of the member's strengths?	
What are at least (2) areas of growth for this member?	
Member Signature:	Date:
Site Supervisor Signature:	Date:

# **Member Comments:**

# National Service Criminal History Check Policies

- I. Required Annual eCourse
  - A. The Program determines the following individual(s) responsible for conducting, reviewing, adjudicating, and/or maintaining the documentation of an NSCHC processes:

<u>Caitlin Bottoms</u> ,	Holly Dennis
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- B. Program Staff responsible for conducting, reviewing, adjudicating, and/or maintaining the documentation of any part of an NSCHC process shall become certified, and recertified annually, inNSCHC training through the AmeriCorps (Agency) Learning Management System, Litmos (located HERE).
- C. The Program shall ensure management and oversight of Certified Program Staff (CPS) and associateddocumentation, demonstrating:
  - 1. No lapse in time during which at least one Program Staff is certified; and,
  - 2. Requisite records retention.

## II. General Stipulations

- A. CPS shall prepare to conduct complete, compliant, and timely NSCHC processes, including, but notlimited to:
  - 1. Grant application budgetary projections regarding required fees, with consideration of potentialincidental fees<sup>1</sup>;
  - 2. Determination of any suitability criteria, which are required to be:
    - a. Reported to Serve KY for incorporation into Consent,
    - b. Presented to all applicants on the NSCHC Consent Serve Kentucky (Serve KY) requires<sup>2</sup>, and
    - Assured to comply with federal civil rights laws, including Titles VI and VII of the Civil Rights Actof 1964
  - 3. Utilization of all available guidance and resources to conduct complete, compliant, and timelyNSCHC processes, including:
    - a. Agency guidance (located here **HERE**),
    - b. Serve KY's Basecamp (located here **HERE**), and
    - c. Agency-approved component sources (see § III.A.2.a. and b.); and,
- B. CPS shall conduct complete, compliant, and timely NSCHC processes prior to the formal offering of theopportunity to participate in a national service program, for all covered positions, defined as:
  - 1. All individuals in positions in which they will receive a salary, directly or reflected as match, under acost reimbursement grant<sup>3</sup>, but excluding individuals whose activity is entirely included in the grantrecipient's indirect cost rate or cost allocation plan; and,
  - 2. AmeriCorps members serving in State and National programs,

<sup>&</sup>lt;sup>1</sup> Serve KY recommends \$100 per NSCHC process to cover required <u>and</u> potential incidental fees. For cost-reimbursement grantdesign, NSCHC costs should be accounted on the Agency share. Costs incurred by a candidate must be reimbursed.

<sup>&</sup>lt;sup>2</sup> The Program is required to notify Serve KY of suitability criteria that needs to be added to the Consent form. Failure to informServe KY of criteria used in the selection process makes the Program liable to claims of discrimination.

 $^3$  These are all individuals appearing in the "Personnel Expenses" of a cost-reimbursement grant design budget narrative (§ I.A.).

- a. Including:
  - i. Individuals with a break between terms of service or work greater than 180 days, and
  - ii. Individuals moving from one national service Program to another<sup>4</sup>, or from one type ofnational service to another<sup>5</sup>; and,
- b. Excluding individuals who are under the age of 18 on the first day of work or service.
- C. CPS shall maintain criminal history records information (CHRI) documentation, at a minimum, perfederal records retention requirements.
- D. CPS shall produce evidentiary CHRI documentation to demonstrate NSCHC compliance subsequent to:
  - 1. Prompts indicated in the Member Summary Report;
  - 2. Official notification of oversight activity, initiated by:
    - a. Serve KY,
    - b. The Agency,
    - c. The Agency's Office of the Inspector General (OIG),
    - d. PIIA<sup>6</sup> audit; and/or,
  - 3. Authorized requests for CHRI regarding any specific individual(s).
- E. CPS shall accept the ramifications of noncompliance<sup>7</sup> as established in the <u>NSCHC Manual</u>, including but not limited to:
  - 1. Corrective action(s),
  - 2. Cost-based disallowance,
  - 3. Required use of Agency-approved vendors, and/or
  - 4. Financial remediation (ie: manual hold; grant suspension/termination, impact on future awards).

#### III. The NSCHC Process

- A. CPS shall conduct NSCHC processes, demonstrating:
  - 1. Having obtained the candidate's consent, using the form required by Serve KY inclusive of relatedelements required to be presented to all applicants:
    - a. Position contingency statement,
    - b. Agency eligibility criteria, including:
      - i. Refusing to consent to undergo an NSCHC process,
      - ii. Making a false statement in connection with NSCHC,
      - iii. Being registered, or being required to be registered, on a state sex offender registry or the National Sex Offender Registry, and
      - iv. Having been convicted of murder, as defined in 18 U.S.C. 1111,
    - c. Program-specific suitability criteria, if any,
    - d. An applicant's State of Residence self-declaration, and

<sup>&</sup>lt;sup>4</sup> If a financial intermediary operates more than one Program and can ensure the fidelity and secure transfer of required documentation, then no new process is required.

<sup>&</sup>lt;sup>5</sup> For example: from VISTA to AmeriCorps, AmeriCorps Seniors to AmeriCorps, or from NCCC to AmeriCorps.

<sup>&</sup>lt;sup>6</sup> PIIA =  $\underline{\mathbf{P}}$ ayment Integrity Improvement  $\underline{\mathbf{A}}$ ct (formerly IPERIA = Improper  $\underline{\mathbf{P}}$ ayments  $\underline{\mathbf{E}}$ limination and  $\underline{\mathbf{R}}$ ecovery Investment  $\underline{\mathbf{A}}$ ct).

<sup>7</sup> Discovered at any time subsequent to § II.D.2.b.-d., or § II.D.3.

- e. Opportunity to Dispute<sup>8</sup>;
  - 2. At least three components<sup>9</sup>:
  - a. A nationwide name-based check of the National Sex Offender Public Website (NSOPW)<sup>10</sup>,
  - b. A name- or fingerprint-based search of the Agency-designated statewide CHRI repository or the Agency-designated alternative statewide CHRI repository for the State of Kentucky, and
  - c. A fingerprint-based FBI check;
  - 3. Selection of required components from compliant sources, including:
    - a. Agency-designated public-access systems, comprised of:
      - i. www.nsopw.gov (NSOPW),
      - ii. The State CHRI repository, the Kentucky State Police (KSP), and
      - iii. The alternative State CHRI repository, the Kentucky Administrative Office of the Courts(AOC); **or**
    - b. Agency-approved vendor systems, comprised of:
      - i. Fieldprint, and
      - ii. Truescreen; or
    - c. Any combination from § III.A.2.a. and b.11; and,
  - 4. Utilization of compliant component sources, including:
    - a. Determination of source(s) for current First and Last Names<sup>12</sup> to conduct name-based checks as: Valid drivers license/government issued ID (i.e. passport)
    - b. Completion of all NSCHC components prior to the start of service or work, including:
      - Application of Adjudication Procedures to individual component results, per Serve KYsupplemental guidance "How to Document an NSCHC Process" (available <u>HERE</u>), and
      - ii. Adjudication of the process as a whole, *aka* eligibility determination, as documented in the Member Summary Report.
- B. CPS shall complete a compliant and timely NSCHC process, ensuring:
  - Retention of appropriate CHRI documentation for oversight activities (see "How to Document an NSCHC Process", available <u>HERE</u>); and,
  - 2. Reasonable steps for the provision of safeguards for confidentiality of CHRI, including:
    - a. Being maintained in a secure location under the control of an authorized records custodian, and
    - b. Allowing only authorized individuals who have an official need to review CHRI to have access.

Effective: January 1, 2020 Revised: July 1, 2021

<sup>&</sup>lt;sup>8</sup> In the event of either a "Not Cleared" Fieldprint recommendation or a "Not Possible" KSP fitness determination, very specific steps are required of a candidate. Guidance for each potential situation is available on Basecamp, located HERE. The Programmay elect to cover costs incurred during the challenge process.

- <sup>9</sup> If the State of Residence self-declaration on Consent indicates a State other than Kentucky, then an additional fourth component a name- or fingerprint-based check in the candidate's State of Residence is required, from either:
  - a) the Agency-designated State CHRI repository or alternative, as indicated in the  $\underline{\text{NSCHC Manual}}, \underline{\textbf{or}}$  b) Truescreen
- $^{10}$  Ensuring all States, Territories, and Indian Tribes report search results.
- $^{11}$  Unless or until the Agency determines compliant sources otherwise.
- <sup>12</sup> Refer to Serve KY's Name-Based Checks Supplemental guidance on Basecamp

# **Homes for All Member Service Agreement**

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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 communitybased 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. 7	<b>TERMS</b>	OF	SER	VICE
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The Member's term of service begins on \_\_\_\_\_ 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.

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 4<sup>th</sup>

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 gross living allowance amount expected per period is expected to be: \_
- 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 not 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<sup>st</sup> offense: program staff will issue a written warning and a copy will be sent to all parties.

2<sup>nd</sup> offense: program staff will issue another written warning and a copy will be sent to all parties.

3<sup>rd</sup> 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:

1<sup>st</sup> 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.

2<sup>nd</sup> 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:

- 12) Attempting to influence legislation;
- 13) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 14) Assisting, promoting, or deterring union organizing;
- 15) Impairing existing contracts for services or collective bargaining agreements;
- 16) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 17) 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;
- 18) 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;
- 19) 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
- 20)Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- 21) Providing abortion services or referrals for receipt of such services; and
- 22) 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 –

- 3. For cause;
- 4. For compelling personal circumstances

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

- 5. The Member has a serious injury or illness that makes completing the term impossible.
- 6. 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.
- 7. The Member is drafted by the Armed Services of the United States.
- 8. 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 -

- 7. 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;
- 8. 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;
- 9. 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;
- 10. 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.

- 11. 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.
- 12. 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 <u>complaint</u> 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:

- c. Payment of the lost living allowance.
- d. 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). XV. Voting \_\_\_\_\_ (please initial after reading) Homes for All encourages active citizenship in all its members and wishes to remind members of

Homes for All encourages active citizenship in all its members and wishes to remind members of their right to vote if available to them. Although Homes for All does not and cannot require members to register or to vote or attempt to influence how members vote, the Program strongly encourages them to vote. Members cannot count hours for time spent voting, but the Program and Service Sites will actively make the time available for members to vote.

# 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).

If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with granted AmeriCorps service, members should be granted a leave of absence for the two-week period of active-duty service in the Reserves. Members may not receive time-off for additional Reserves-related service beyond the two-week

active-duty service.

Members will receive credit for AmeriCorps service hours during their two weeks of active-duty service in the Reserves if it occurs during their AmeriCorps service. The member will receive credit for the number of hours they would have served during that period had there been no interruption. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves.

# 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. AUTHORIZATION

The Member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement

# **Position Description Template**

#### **Homes for All AmeriCorps Position Description**

Member Name:		Member Slot: 1700 Hours		
Service Site:		Site Supervisor:		
Start Date:	End Date:	Member Position Type:		

**Overview:** Homes for All AmeriCorps is a federally funded national service program operated by the Homeless and Housing Coalition of Kentucky under the grant #20ESHKY0010004. AmeriCorps programs are administered by Serve Kentucky and funded by the federal AmeriCorps agency. The purpose of the Homes for All program is to provide housing services to individuals experiencing homelessness, housing insecurity, or in search of affordable housing opportunities in Kentucky.

**Member Schedule:** Members are exepcted to serve approximately 37.5 hours per week during their term of service. This schedule accounts for holidays, personal days, sick days, and gives sufficient opportunity for the member to serve all required hours in their term of service. The exact schedule is established between the member and the site supervisor and signed by both parties.

AmeriCorps Member Criminal History Checks: Homes for All conducts and retains background checks from thefollowing agencies: NSOPW Sexual Predator Check | State of Service (Administrative Office of the Courts) | State of Residence (upon member declaration of residing in a state other than Kentucky) | Fingerprint-based FBI

#### Member Benefits (provided by HHCK and AmeriCorps):

- Living Allowance = \$19,000 (gross amount, paid bi-weekly, serve all periods in term of service to receive)
- Education Award = \$6,495 (upon successful completion of the service year and required hours)
- Health insurance (upon acceptance in member enrollment paperwork)
- Childcare assistance (upon approval of application, household income eligibility)
- Student loan forbearance (qualified student loans)
- Student loan interest payments (qualified student loans, upon successful completion of year)
- Workers compensation coverage
- Training and professional development

#### **Member Evaluations:**

Member will undergo (2) performance evaluations during their term of service. Member will be evaluated on site specific and program specific performance by their site supervisor and AmeriCorps program staff.

#### **Performance Measures:**

As an entire program, the goal is for all Homes for All members to provide housing services to 2500 individuals, including those experiencing homelessness, housing insecurity, or in search of affordable housing opportunities. We aim for 1000 of those individuals to be transitioned into, acquire, or maintain safe, affordable housing as a result of those housing services provided by the AmeriCorps member. AmeriCorps members will report on these performance measures on a monthly basis.

#### **Minimum Qualifications:**

At least 17 years or older at start of service

<ul> <li>High school diploma or GED</li> <li>Citizen, national, or lawful permanent resident of the United States</li> <li>Willingness to provide information to undergo a National Service Criminal History Check</li> </ul>
AmeriCorps Member Service Site Activities (90% of the member's hours):
<ul> <li>AmeriCorps Member Program Activities (10% of the member's hours)</li> <li>Training and events: 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 (no more than 20% of the aggregate total member service hours in the program will be training)</li> <li>Reporting: submit timesheets weekly, submit program data reports on performance measures monthly</li> <li>Communication: check emails, return phone calls/texts, and respond to programmatic requests</li> </ul>
Additional Education, Work, or Volunteer Experience:

Physical Demands and Reasonable Accommodations:

Service Site Environment (including machine, tools, equipment):	
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<b>Non-Discrimination Statement:</b> Homes for All has zero tolerance for unlawful hara groups of individuals engaged in national service. AmeriCorps is committed to treat respect. Our agency prohibits all forms of discrimination and harassment based on gender, age, religion, sexual orientation, disability (mental or physical), gender ider affiliation, marital or parental status, pregnancy, reprisal, genetic information (inclumilitary service.	ting all persons with dignity and race, color, national origin, ntity or expression, political
AmeriCorps Member Signature:	Date:
Site Supervisor Signature:	Date:
AmeriCorps Program Director Signature:	Date: