



**Homes for All AmeriCorps Service Site Agreement  
2023-2024**

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>, 2023 through July 31<sup>st</sup>, 2024.

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## 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 expectations.

## 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 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 Serve KY and the federal AmeriCorps agency for future service years. Service sites may not hire members for employment 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. The 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

- Member orientation to position and program
- Monthly member trainings
- Member development plan for national days of service, 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 \$7,250 per full-time housing service member and \$7,750 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 members in future program years at the site.
- Provide one qualified individual to provide an average of 20 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 members as may be required.
- Retain records for three years after the completion or termination of the member placement and until all matters pertaining to 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. Members 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 attend 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. The 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 services 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 report 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.

### *In Event of Serious Injury or Death*

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 typically provided with a t-shirt, sweatshirt, and pin with the 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 credit for hours 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)**

- Education
- Engagement
- Program Improvement

### **Construction Member Activities**

- New Home Construction
- Project Coordination
- Repair or Rehab Construction
- Weatherization

### **Housing Services (Homeownership or Home Repair Services)**

- Budget Counseling
- Client Paperwork and Support
- Credit Counseling
- Financial Literacy
- Homeownership Education
- Homeownership or Home Repair Counseling
- Intake and Assessment
- Rental Housing

### **Homeless Services**

- Client Paperwork and Support
- Eviction Prevention
- General Case Management
- Housing Focused Case Management
- Housing Searches and Inspections
- Intake and Assessment
- Landlord Outreach
- Street Outreach

### **Other Housing Related Services**

- Service Projects or Workdays
- Service Referrals
- Site-Specific Member Development
- Supportive Client Services

### **Volunteer Program Activities**

- Management
- Program Coordination

- Recruitment
- 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 –

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Assisting, promoting, or deterring union organizing;
- Impairing existing contracts for services or collective bargaining agreements;
- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 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;
- 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;
- 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;
- Conducting a voter registration drive or using the federal AmeriCorps agency funds to conduct a voter registration drive;
- Providing abortion services or referrals for receipt of such services; and
- Such other activities as the federal AmeriCorps agency may prohibit.

**Census Activities.** AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

**Election and Polling Activities.** AmeriCorps member may not provide services for election or polling locations or in support of such activities.

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, performing fundraising activities, as described in CFR 2420.40.



AmeriCorps members may 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.

#### Member Term of Service and 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 (e.g., Monday through Friday) will be determined by the member and supervisor but must allow the opportunity for the Member to serve 37.5 per week or 75 per two-week period. If a Member continuously 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.

Throughout the year, Program staff will review the Member's progress to date. If the Member's hours to date are a cause for concern, Program staff will work with the Member and Site Supervisor to develop an action plan to get back on track. For example: if a Member regularly does not serve 37.5 hours per week 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.

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.

#### 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 do not count towards the hourly requirement for the Member.

Labor Day	Christmas Eve	Memorial Day
Veteran's Day	Christmas Day	June 19 <sup>th</sup> (Juneteenth)
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).

Accommodation must be made for diverse religious and cultural backgrounds. It is the responsibility of the Member to communicate these needs with advance notice (preferably at the start of service). If a Member chooses to serve on a given holiday, the Service Site will allow the Member an alternate day off.

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 twelve-month term of service. 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. 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 (e.g., 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.

**These days do not count towards 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 understand that means they need to serve even more hours to catch up.

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, the 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 teleservice 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 teleservice under the following circumstances:**

1. The member has written permission from their site supervisor outlining appropriate service activities to be completed;
2. Severe weather (such as flooding or snow) inhibits the member from traveling to the service site safely;
3. Site closure due to illness;
4. The service site is closed and there is no other space (such as an outreach office) for the member to serve;
5. The member must always produce and maintain work product completed during the teleservice activity. Examples may include activity logs, phone logs, sign-in-sheets, lesson plans, pictures from an event or service provided.

#### **The program reserves the right to deny teleservice hours if:**

1. The program or service site was not notified that the teleservice received prior approval as instructed.
2. The member failed to include or maintain written site approval with their timesheet.
3. Teleservice hours are not indicated on the time sheet.
4. The member cannot produce tangible work product completed during the reported remote service.
5. If the service activity falls outside the program prescribed activities or agencies outlined above.

Whether performed on-site or through teleservice, 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 like 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 10% 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 teleservice 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, because 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 Serve KY 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, the 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
- Unwillingness to average 37.5 hours of service per week or meet monthly hour benchmarks
- Serving while under the influence of alcohol, non-prescription drugs, or prescription drugs not intended for member

- Repeated use of inappropriate, obscene, and/or threatening language
- Repeated failure to wear appropriate clothing (including PPE)
- Failure to communicate with program staff or service site staff (within a 24-hour period)
- Excessive phone usage, running errands, or social media during service schedule
- Failure to attend a mandatory service assignment/schedule/event or program training
- Failure to submit timesheets in a timely manner (more than 3 sheets behind)
- Failure to submit performance measure data or items after the 2<sup>nd</sup> request
- 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: written warning from site supervisor or program staff;

2<sup>nd</sup> offense: written warning from site supervisor or program staff; corrective action plan established

3<sup>rd</sup> offense: the member will be suspended from the program for at least one day without a living allowance; if an obvious pattern of misconduct has occurred, the member will be released for cause.

**Level 2 Violations:**

- Failure to abide by confidentiality expectations from the program and service site
- Failure to notify Homes for All program staff of any arrest or conviction that occurs
- Unauthorized contact with clients or beneficiaries (current, former, or potential) outside of service
- 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: written warning from site supervisor or program staff; suspension may occur; program staff will issue a written warning; member may be suspended for one or more days; corrective action plan established

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

**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
- Any other issue or behavior or serious breach would seriously undermine the program, service site, or community in the judgment of Homes for All/HHCK staff

*Remedies:*

Upon receipt of proper documentation or evidence provided by the Service Site, the 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.

**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 averse 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 of 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 against 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, the 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 of the Executive Committee of the Board at least seven (7) days prior to the mediation session. NOTE: THE COST FOR ALTERNATIVE DISPUTE RESOLUTION AND/OR MEDIATION SHALL BE EQUALLY DIVIDED BETWEEN HHCK AND THE MEMBER/COMPLAINANT

#### Grievances between Homes for All and AmeriCorps Members

State and local applicants that receive assistance from the Corporation must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general.

##### **(a) Alternative dispute resolution.**

(1) The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of their right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

(2) If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. Except for a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

**(b) Grievance procedure for unresolved complaints.** If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of their right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

**(c) Time limitations.** Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.

**(d) Arbitration -**

**(1) Arbitrator -**

**(i) Joint selection by parties.** If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.

**(ii) Appointment by Corporation.** If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporation's 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 proceedings 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 way 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 affecting 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 of 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 the decision is adverse to grievant, or sixty (60) days after filing grievance if no decision has been reached, the complainant/grievant may request binding arbitration.
- Within forty-five (45) days after HHCK Executive Committee appoints arbitrator, a hearing and binding arbitration decision shall be rendered.

### **Suspension of Placement**

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

### **Remedies**

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

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

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

### **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:

AmeriCorps Program Director  
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

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.

Reasonable Accommodations include, but are not limited to:

- Modifying an application process, an interview, or a test.
- Modifying a service site to make existing facilities accessible to and usable by an individual with a disability (e.g., distraction reduction or clutter removal).
- Modifying a policy or procedure.
- Modifying training materials or supervisory methods.
- Restructuring a position, including:
  - Adjusting how or when an essential function is completed.
  - Dividing, exchanging, reassigning, or eliminating marginal functions.
  - Allowing a fellow member or volunteer to assist an individual.
  - Reassigning an individual to a vacant service position.
- Providing or modifying equipment, assistive technology, or auxiliary aids and services.
- Ensuring all program activities are held in accessible locations.

### 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.

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

Service Site Exec. Director (if required):

Date:

HHCK AmeriCorps Program Director:

Date: