



**Homes for All VISTA
Project Site Agreement 2023-2024**

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

(Project Site) to delineate the terms, conditions, and responsibilities regarding the participation of the Project Site in the Homes for All VISTA program (Program) funded by the federal AmeriCorps agency (the Agency).

This document defines the responsibilities of HHCK as the Program Sponsor and the Project Site as the placement site for the approved VISTA project as outlined in the Project Site Application and the assignment of a VISTA member(s) to support the project. The obligations of the parties hereto are subject to and governed by the terms and conditions of the Memorandum of Agreement between AmeriCorps and HHCK, and federal laws and regulations and AmeriCorps policies applicable to the project, or which may become applicable to it after the execution of this Project Site Agreement.

I. Duration

Host applications are awarded for one year at a time with the expectation a site would have a VISTA project for 3 years depending on federal funding and performance. The service term for any individual VISTA is for one (1) year.

The duration of this agreement is in effect upon signature and shall be concurrent with the terms of service for all VISTA members beginning service at the Project Site in 2023 or 2024.

II. Status of Members

VISTA members are not considered employees of HHCK or the Project Site. VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act. Member titles will include reference to AmeriCorps VISTA to prevent perception of employment with Project Site or HHCK – i.e. VISTA Volunteer Coordinator or VISTA.

III. Site Contribution

Project sites are required to provide a financial contribution of \$6,000 for each VISTA slot awarded to participate in the program. Please note that Project sites are responsible for the entirety of the cost, regardless of whether their member completes the full term of service. This is the program participation cost, **not** the cost of the VISTA.

IV. Joint Responsibilities

As the Program Sponsor, HHCK is responsible for the following and agree to:

- Serve as the overall administrator and fiscal agent for the grant and provide overall supervision of the grant, assist the Project Sites and VISTA members in support of grant implementation, and be the liaison between Project Sites, VISTA members, and AmeriCorps.

- Comply with the provisions of the Memorandum of Agreement between AmeriCorps and HHCK.
- Ensuring progress towards the mission, goals, and objects of the VISTA project approved for your organization.
- Mileage and expense reimbursement for travel, lodging, and meals for program required events. Program will not reimburse for travel related to individual site requirements.
- Assistance in securing a post-service educational award upon the eligibility date.
- Program staff provide resources and support throughout the program year to ensure member success.
- Pre-service orientation to position and program.
- Coordinating National Days of Service and other AmeriCorps-sponsored events.
- Member development plan for community engagement and education.
- End of service training with career training and life after service.
- Providing training and technical assistance to VISTA members and site supervisors.
- Serving as the liaison to the federal AmeriCorps agency, ensuring compliance with regulations and VISTA members' receipt of appropriate benefits.
- Submitting reports and documentation to federal AmeriCorps agency on behalf of your organization, including bi-weekly verification of VISTA's full-time service.

As the Project Site, your organization is responsible for the following and agree to:

- Operate the project in accordance with the provisions of the project application, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become applicable to the program.
- Abiding by policies and provisions set forth in the AmeriCorps VISTA supervisor manual and VISTA handbook.
- Providing the VISTA member(s) individualized On-Site Orientation and Training at the beginning of their term of service, and within 30 days after the VISTA start date.
- Assign member only duties within the Homes for All VISTA Assignment Description as stated in the Project site application.
- Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by the federal AmeriCorps agency.
- Not hire their VISTA 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 Project with the VISTA program in the future.
- Not accept or permit a third party to accept compensation for the member's service.
- Maintain records such as time sheets and accounts and make such reports and investigations concerning matters involving VISTA members and the project as the federal AmeriCorps agency may require.
- Retain such records as the federal AmeriCorps agency may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the federal AmeriCorps agency for the purpose of litigation, audit, or examination.

- Cooperate with on-site evaluation visits required by Homes for All program staff.
- Maintain appropriate, professional relationship with service member.
- Not carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing transportation to the polls.
- Actively recruit and select an individual to serve as the VISTA member in collaboration with HHCK.

Supervision –

- Provide **one** site supervisor to provide day-to-day supervision of the activities of the VISTA member(s) in cooperation with HHCK staff. HHCK reserves the right to request a change in supervision.
- Notify Homes for All staff immediately of any staff changes that will affect site supervision. HHCK must approve any internal changes in supervision.
- Allow the designated site supervisor to participate in one or more days of training and orientation with Homes for All program staff.
- Communicate regularly with Homes for All program staff.
- Complete the On-Site Orientation and Training Plan with member.
- Ensure organization staff and others understand the role of VISTA in your organization.
- Guide the VISTA project.
- Ensure appropriate progress is being made towards the project.
- Conduct weekly check-ins with members and 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.
- 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 Project site must obtain the prior written consent of the member before using their name, photograph, and other identifying information or publicity or other purposes.
- **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 VISTA’s resignation.
- Consult with Homes for All program staff prior to any disciplinary measures.

Support Services + Project Management –

- Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member the ability to perform their assigned duties.
- Assist the member by identifying low-cost housing for the member to reside in if possible.
- Promote the VISTA program and the impact of the member service activities to Project site staff, clients, and the community at large.
- Schedule adequate office time for the member to complete program planning and reporting.
- If circumstances require, advance up to \$500.00 to any VISTA member in case of any emergency (e.g. critical illness or death the immediate family, problems with THE AGENCY pay systems, suspension of government funding). Sites are encouraged to put any such agreements in writing to document that the advance is not a supplement to VISTA pay, which is prohibited per THE AGENCY regulations.
- Not provide VISTA member with supplemental income.
- Providing the VISTA with travel expectations and mileage reimbursement for VISTA service-related travel.
- Notify HHCK of any proposed changes in the approved project application.

As the program participants, VISTA members are responsible for the following and agree to:

- Abide by policies and provisions set forth in the AmeriCorps VISTA member handbook and HHCK Member Service Agreement.
- Attend all required trainings and events with HHCK.
- Complete additional assignments deemed necessary by HHCK.
- Complete and participate in all evaluation requirements identified by HHCK.
- Meet regularly with site supervisor to discuss work progress, goals, difficulties, and accomplishments.
- Performing responsibilities identified in the VAD.
- Submitting all reports mandated by HHCK staff.

V. VISTA Project Reporting

As the program sponsor, HHCK will submit periodic reports to the federal AmeriCorps agency on the progress of the VISTA project at your organization. Members will report on the progress made on a regular basis. Supervisors of the project are responsible for reviewing the narratives, performance measures, and other data submitted by the member. HHCK will verify the project data with the Project Site at various times during the year to ensure project progress and accuracy of the data reported.

The Project Site agrees to:

- Verify data proposed for submission to the federal AmeriCorps agency.
- Provide clarifications or justifications related to project data.
- Compile and submit quarterly progress reports with their VISTA member on the following quarterly dates: 11/15, 2/15, 5/15, final depending on member start date.

- Submit all request documents and items to HHCK and respond to any follow-up during the federal AmeriCorps agency Project Progress Report periods (November 2023, May 2024) and the Progress Report Supplement (November 2023).

VI. Criminal Background Checks

All VISTA applicants undergo a criminal records check. An FBI check is required, and applicants are provided with instructions from VISTA on how to complete their portion of the checks.

VII. Safety

Both the Project Site and HHCK will make every reasonable effort to ensure that the health and safety of the VISTA member(s) are protected during the performance of their assigned duties. Neither HHCK nor the Project Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries. HHCK reserves the right to remove the member from situation deemed unsafe from the site.

VIII. Member Disciplinary and Dismissal

Neither HHCK nor the Project Site has the discretion or authority to dismiss or separate a VISTA from service. The federal AmeriCorps agency is the sole authority that can terminate a VISTA member's term of service.

If the member violates our program's Standards of Conduct, the site supervisor must use the Member Corrective Action form to address the issue. A copy will be sent to HHCK and kept on file.

If the site is having **performance-based** issues, 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 using the Member Action plan.

If a site wants their member 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. Sites understand that, while the decision to release a member early will certainly be made in consultation with the Project site, ultimately it is the Homes for All Program Director's responsibility to notify the federal AmeriCorps agency. Sites also understand that the Program Director retains the right to refuse to request the early release without sufficient documentation of grievances and steps taken to address said grievances.

Members will be requested for release from service immediately for gross, egregious violations of the Member Service Agreement, VISTA Member Handbook, or Standards of Conduct.

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

IX. Prohibited + Unallowable Activities

The Project site and the VISTA member understand that under no circumstances may the VISTA member participate in the following activities:

- Any project or activity where the involvement of the VISTA member will result in the displacement of employed workers or impair existing contracts for services.
- Assisting in planning, initiating, participating in, or otherwise aiding in any demonstration as a part of their AmeriCorps VISTA duties or while in any way representing AmeriCorps.
- Completing VISTA-related work from the VISTA's residence except when granted explicit permission from THE AGENCY in accordance to the teleservice policy.
- Direct or indirect attempts to influence passage or defeat of legislation or proposals as a part of their AmeriCorps VISTA duties or while in any way representing AmeriCorps in accordance with the Hatch Act.
- Participating in labor or anti-labor organization or related activities as a part of their AmeriCorps VISTA duties or while in any way representing AmeriCorps.
- Participating in partisan and nonpartisan political activities, including voter registration as a part of their AmeriCorps VISTA duties or while in any way representing AmeriCorps in accordance with the Hatch Act.
- Religious instruction, worship services, proselytizing, or any other specifically religious activity as an official part of their AmeriCorps VISTA duties.
- VISTA 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 AGENCY funds. Individuals should not wear the AmeriCorps logo while doing so.

X. Branding

In support of HHCK and the VISTA program, the Project Site must identify itself as a "Homes for All VISTA Project Site" on all printed or published materials associated with the program. Given the partnership established between HHCK and your organization, acknowledgement of the HHCK VISTA program as a Project/funder on your organization's website, social media, and other published channels is expected. Any reference to the VISTA member (i.e. website) should designate the member as a VISTA.

Project Sites may not use or display the AmeriCorps VISTA name or logo in connection with any Prohibited Activities as referenced in the Project Site Agreement and/or AmeriCorps VISTA handbook.

XI. Site Visits

Homes for All program staff and the federal AmeriCorps agency have the right, at all reasonable times, to make site visits to review member support documentation, including performance measure data, and evaluate Project 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 Project 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.

XII. Delegation

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

XIII. Drug Free Workplace

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

XIV. Nondiscrimination | Reasonable Accommodation

The Project Site will not discriminate against a member, program staff, or service recipient based on 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)

Programs and activities must be accessible to persons with disabilities, and the grantee 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.

The Project 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 Project 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 Project 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

XV. Violation of Project Site Agreement and Termination of Partnership

Failure to adhere to any portion of this agreement may result in the termination of the partnership between the Project site and the Homes for All VISTA 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 Projecting 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.

XVI. Endorsements

- ✓ This statement certifies that our location is physically accessible to persons with physical and mental impairments or disabilities, in accordance with Section 504 of the Rehabilitation Act of 1973.

Authorized Official of Project Site Signature

Date

- ✓ This statement certifies that the Project site organization’s status is non-profit, a public agency, and/or a private non-profit organization, and therefore eligible to participate in the Homes for All VISTA program.

Authorized Official of Project Site Signature

Date

- ✓ After reading all the items documented above, please sign below to demonstrate that you understand and agree to the terms, conditions, and responsibilities for participation in the Homes for All VISTA program.

Authorized Official of Project Site Signature

Date

Name of Site: _____

Project Site Supervisor: _____ Date: _____

Project Site Executive Director: _____ Date: _____

HHCK AmeriCorps Program Director: _____ Date: _____