**Homes for All AmeriCorps Partner Site Agreement**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Partner 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 (“ServeKY”) as funded under the National and Community Service Act of 1990 as amended, and supported by the Corporation for National and Community Service (“CNCS”). This agreement is in effect for the period of August 1st, 2019 through July 31st, 2020.

1. **Joint Responsibilities**

Hosting a Homes for All member is a collaborative effort between the program and the partner 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. Partner site is primarily responsible for recruiting a capable member, with the assistance of Homes for All program staff. The partner 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. Partner site agrees to check references ahead of conditionally offering a position. Top candidates are expected to participate in a group interview conducted Homes for All program staff. Partner sites are most familiar with their own needs, so partner 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 1st of each year. All enrollment paperwork must be completed and signed before the member’s start date in order for them to begin service on that start date, provided that the National Service Criminal History Check is cleared. After August 1st, 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***Partner sites should work with Homes for All to address any circumstances that might lead to the early termination of a member. Poor retention rates may result in funding cuts from ServeKY and CNCS for future service years. Partner sites may not hire the member for positions at the site if this would require a member to terminate their service early. If the member terminates 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 conjunction with the partner site. Partner sites will not be penalized if they have made *reasonable efforts* to retain a member through communication and mediation with the member in conjunction with Homes for All program staff.

***National Service Criminal History Checks***CNCS requires programs to obtain criminal records checks from Kentucky and the member's home state (state where the applicant resides upon completing the AmeriCorps application). An FBI check (if the member serves a vulnerable population), and a sexual predator check will also be conducted on the Member **before** he/she begins a year of service. **It is the partner site’s responsibility to pay for these background checks**. As a convenience to the site, however, HHCK will assume responsibility for ordering background checks and will bill the partner site.

1. **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
* Member development plan for community engagement and education
* End of service training with career training and life after service
1. **Partner Site Responsibilities
*Partner Site Contribution***
* Partner sites that host an AmeriCorps member will provide a nonrefundable site contribution of $6,500 per full-time housing service member and $6,900 per full-time construction member. This contribution is not an exchange for services, but rather, it supports the common goals of the program and partner site.
* Partner 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.

 ***Supervision – Partner Site agrees to:***

* Provide one qualified individual to provide an average of 60 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.

***Support Services – Partner 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 partner site staff, clients, and the community at large.
* Schedule adequate office time for the member to complete program planning and reporting.

***Administrative/General – Partner 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 CNCS right of access to any books, documents, papers, or other records of the partner site which are pertinent to the program in order 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 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 partner 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.
* Keep the lines of communication between the organization and the appropriate HHCK staff (Program Director or Member Coordinator) in regards to the member’s progress, any problems that arise, and highlights of the member’s service year.
* Maintain appropriate, professional relationship with service member.
1. **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.
* 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 – by the 5th 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.
* Provide constructive feedback regularly.
* Maintain the confidentiality of information regarding the member. The partner 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 partner 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 partner 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 partner 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 child care assistance.
* Consult with Homes for All program staff prior to any disciplinary measures.
1. **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 partner 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 partner 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.

1. **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 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 partner site will not require members to provide services in the absence of the person responsible and authorized by the partner site to supervisor and direct the member and respond to emergencies. Sites agree to train members in safety procedures implemented by the partner 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, in order 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 partner 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.

***In Event of Serious Injury or Death***The site will need to notify Homes for All program staff, who will contact ServeKY, who will notify CNCS.

1. **Branding**

The partner 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. 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 partner 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 the Corporation for National and Community Service”. The partner site is responsible for assuring that a copy of any such publication is sent promptly to Homes for All.

1. **Site Visits**

Homes for All program staff, ServeKY, and CNCS have the right, at all reasonable times, to make site visits to review member support documentation, including client files, and evaluate partner 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 partner 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.

1. **Delegation**

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

1. **Drug-Free Work Environment**

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

1. **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.

Examples –

* Housing Services: assisting qualified individuals find appropriate housing, find the resources to support use of appropriate housing, and assist individuals in accessing the appropriate housing. Includes housing development [building a new unit or substantially rehabilitating a unit that is either uninhabitable or soon would have become so. Involved replacing major systems such as the roof, the plumbing, wiring, foundation. It also includes housing repair, a more modest level of physical work on the unit, such as weatherizing, painting, replacing appliances, and removing safety hazard.
* Assisting with rent subsidy, loan assistance, financial literacy, case management.
* Recruiting, training, or managing volunteers.
* Activities for the coordination and implementation of Days of Service.
* Additional activities for Stand Downs, Community Connects, K-Count, Fair Housing.

**Prohibited**

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 CNCS assistance is not used to support those religious activities;
* Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
* Providing abortion services or referrals for receipt of such services; and
* 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.

**Fundraising**
An AmeriCorps member may spend no more than ten percent of his or her 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 CNCS 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.

1. **Leave Policy**

The member term of service and leave policy is outlined below –

**Term of Service Outline**

1700 hour Members are expected to serve approximately 36 hours in a typical week. This assures the Partner site a full year of service from the Member while allowing the Member to take some time off throughout the year. 900 hour Members are expected to serve approximately 18 hours per week if they are in a twelve month term of service and 34 hours per week if they are in a six month term of service.

It is the responsibility of the Site Supervisor and the Member to monitor the hours served so that a Member does not inadvertently cut their service short. Program staff will review the Member’s hours and submit a progress update to the Member and Site Supervisor quarterly. If a Member is off-schedule to complete their hours, Program staff will require a written plan of action from the Member and the Site Supervisor.

The Member and Site Supervisor should set up a weekly schedule, suitable to both parties at the beginning of the term of service. If a Member does not follow the schedule that has been established, the Member will be in violation of the Member Service Agreement and may be subject to disciplinary action.

The Member will report all time served on the Homes for All America Learns database on a **weekly** basis. The Site Supervisor will approve no later than the 5th of the following month for the previous month.

***Required Participation***

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 Partner site while missing a required training. A Member who misses training for an emergency situation is required to submit supporting documentation to Program staff.

***Holidays***

Homes for All requires the Partner 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.

Labor Day Christmas Eve Memorial Day
Veteran’s Day Christmas Day Independence Day
Thanksgiving Day New Year’s Eve
Thanksgiving Friday New Year’s Day

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 Partner site should grant the Member an alternate day off of the Member’s 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 Partner site.

***Leave Policy***

1700 hour (full-time) Members receive six (6) sick days and ten (10) personal/vacation days in their twelve months term of service.

Members serving 900 hours over six months will receive three (3) sick days and five (5) personal/vacation days in their six month term of service.

Members serving 900 over twelve months will need to coordinate requests for time off with their Site Supervisor.

**These days do not count towards their hour requirements.** Personal or vacation days must be scheduled in advance with the Site Supervisors and not with Program staff. As soon as the Member realizes that they must take a sick day, Member should notify Site Supervisor.

1. **Teleservice Policy**

***General Guidelines***

The partner 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 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 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:**

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 partner site safely;
3. Site closure due to illness
4. The partner 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 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:**

1. The program or partner site was not notified that the remote service received prior approval as instructed.
2. The member failed to include or maintain written site approval with their timesheet.
3. Remote service 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 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 partner 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 partner 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 as “teleservice” on the America Learns timesheets. Members may not exceed 8 hours of remote service per day.

1. **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.
1. **Member Disciplinary and Dismissal Policy**

**H**omes 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 temporarily suspend a member for minor disciplinary reasons based on the Standard of Conduct in the Member Service Agreement. 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. 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. Sites understand that, while the decision to release a member early will certainly be made in consultation with the partner site, 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.

When a member violates the Member Service Agreement and the Standards of Conduct, Homes for All follows these procedures –

* Site supervisors will use the Homes for All Member Corrective Action plan concerning misconduct. All offenses must be documented and explained, in writing, how the Member’s conduct is to be redirected. Site supervisors will provide a copy to program staff. The site supervisor shall discuss all disciplinary actions with program staff prior to implementation.
* Once 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. For example, the Member may be suspended without a living allowance; Members may be terminated or transferred to another partner site; Member may be exited from the program for cause. Remedies at this level are at the discretion of the Homes for All Program Director.

For violations of programmatic offenses (examples: missing mandatory trainings, submitting time sheets late in a repeated or excessive pattern, failure to submit monthly reports) or any other rule of conduct violation, the following with occur –

1. First offense – the Member Coordinator will issue a written warning and a copy will be placed in the Member’s file.
2. Second offense – the Member Coordinator will issue a second written warning and a copy will placed in the Member’s file.
3. Third offense – the Program Director will issue a written warning and may suspend the Member for one or more days.
4. Fourth offense (or obvious pattern of misconduct) – this includes violations at the partner site and the program level, for which Homes for All will release the Member for cause.

 \*the use of the Corrective Action Form from the partner site may substitute for one or more of the above steps.

Members will be released from service immediately for gross, egregious violations of the Member Service Agreement.

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 partner 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 partner site contribution.

1. **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.

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**

* When a complaint is filed against Homes for All it shall be in writing. A written statement of the grievance shall be presented by the Member to the Member’s Site Supervisor within seven (7) days of the alleged occurrence except in complaints alleging criminal or fraudulent activities. The Site Supervisor will deliver the grievance to the Program Director, who will issue a written resolution regarding the complaint within seven (7) days. --Grievances not able to be resolved by the Program Director will be stated in writing to the Executive Director within seven (7) days after delivery from the Site Supervisor to the Program Director. Within seven (7) days of the receipt of the complaint, the Executive Director will in writing address the grievance with a resolution and detail the next appeal step. --Resolution unfavorable to either party may be appealed in writing within seven (7) days after the Executive Director’s decision to the Executive Committee of the Board of HHCK. The Executive Committee will have thirty (30) days after the receipt of the appeal to make a written resolution of the complaint and detail the next appeal step, i.e. formal grievance procedure.
* In the event a satisfactory resolution is not made by the Executive Committee, the Member may within seven (7) days request an internal hearing. The hearing panel shall consist of one person involved with AmeriCorps chosen by the Member, one Member of the Board not on the Executive Committee, and one arbitrator chosen by mutual consent. The hearing shall be conducted with written resolution on the complaint returned within thirty (30) days after receipt of the hearing request. Subsequent to the hearing panel’s decision, an appeal within seven (7) days can be filed with the Executive Committee. The Executive Committee will issue its decision within thirty (30) days of their receipt of the complainant’s appeal of the hearing panel’s decision.
* Prior to or following the ruling of the Executive Committee, if complainant chooses alternative dispute resolution, complainant must do so 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. If alternative dispute resolution is unsuccessful, the complainant may then choose to appeal to the full Board.

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

**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:

1. Payment of the lost living allowance.
2. 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.

1. **Nondiscrimination**The Partner 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 Partner site must provide reasonable accommodations to qualified individuals with disabilities. Accommodations must be based on individualized needs.

The Partner 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 Partner 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 Partner 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**. 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 Corporation for National and Community Service. 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 207Frankfort, KY 40601 502/223-1834 Fax: 502/226-4968  |  Office of Civil Rights and Inclusiveness Corporation for National and Community Service 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)  |
|  |  |

1. **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.

1. **Violation of Service Site Agreement**

Failure to adhere to any portion of this agreement may result in the termination of the partnership between the partner 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 service term), 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner Site Supervisor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner Site Exec. Director (if required):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Homes for All Program Director:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_