

*Commonwealth of Massachusetts*  
*Executive Office of Elder Affairs*



**Massachusetts' Senior Community Services  
Employment Program (MA-SCSEP)**

**OPERATIONS MANUAL**

**For**

**Host Agencies**

**May 11, 2012**



## Foreword

This Operations Manual provides official guidance for the operation of the Commonwealth of Massachusetts' Senior Community Service Employment Program (MA-SCSEP) funded by the Executive Office of Elder Affairs (EOEA).

The manual is based on the following legislative and regulatory mandates:

- Title V of the Older Americans Act of 1965, as amended,
- 20 CFR Part 641 Senior Community Service Employment Program; Final Rule 2010
- Department of Labor Older Worker Bulletins, and the
- EOEA Grant Agreement with the U.S. Department of Labor.

The operational policy, procedures, and standards outlined in this manual are to be followed and enforced by all SCSEP Host Agencies. This manual is effective as of 2012. It supersedes any other editions and update memoranda. In case of any perceived discrepancy between this manual and other materials, EOEA staff should be consulted for clarification.

When legislative or policy changes require that the manual be updated, EOEA will send all SCSEP Host Agencies a memorandum announcing the change(s).



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## **Section 1**

### **Introduction**

The Senior Community Service Employment Program (SCSEP) is a federally funded employment and training program for individuals 55 years of age or older with an income no greater than 125% of the Federal Poverty Limit (FPL). The SCSEP is funded by the U.S. Department of Labor (DOL). The Executive Office of Elder Affairs operates the Massachusetts SCSEP program (MA-SCSEP) in all counties of the Commonwealth of Massachusetts except for Franklin, Nantucket, Barnstable and Dukes counties. There are also four (4) National SCSEP grantees operating programs in Massachusetts.

#### **1.1 MA-SCSEP Sub-grantees**

As of July, 2011, the three state regional SCSEP Sub-grantees are:

1. Citizens for Citizens, Fall River, MA, (CFC) serving Bristol, Hampden, Hampshire, Middlesex, Norfolk, and Plymouth Counties.
2. Elder Services of Berkshire County, Pittsfield, MA (ESBC), serving Berkshire County.
3. Operation Able of Greater Boston, Boston, MA, (ABLE), serving Essex, Middlesex, Suffolk and Worcester counties.

#### **1.2 Program Goals**

The MA-SCSEP has the following primary goals:

- to help mature workers find unsubsidized employment
- to upgrade job skills of the mature person for successful unsubsidized job placement
- to help the mature person get involved in his/her community
- to help mature workers to achieve financial well-being

#### **1.3 Eligibility Criteria**

To be eligible for participation in the SCSEP, an individual must meet each of the following criteria for age, income, employment status, and place of residence.



- Age - Each individual must be 55 years of age or older. No upper age limit can be imposed for initial enrollment or continued enrollment.
- Income - The family income of an applicant or Participant must not exceed 125 percent of the federal poverty levels established and periodically updated in March of each year.
- Employment Status – Must be unemployed at the time of application, and while enrolled in the program.
- Residence - Each individual must reside in Massachusetts in the Sub-grantee's service area while enrolled in the program. (Residence means an individual's declared dwelling place or address. Local projects may not impose a length of residency prior to enrollment in SCSEP). Individuals that move out of the Sub-grantee's service area will be discharged from the program.

### **1.3 Service Area**

Total number of slots: for PY11 – 201 authorized slots

Slot allocation is negotiated and can change at any time of the year.

Current Slot Distribution:





## **Section 2**

### **Enrollment of Participants**

#### **2.1 Initial Assessment**

Within five (5) days of being accepted to the Program, the Sub-grantee's Employment Specialist will work with the Participant to complete a SCSEP Assessment Form. This assessment gathers information about the applicant's skills, interests, work history, physical capabilities, preference of occupation and potential for performing proposed community service assignment duties. This assessment identifies additional training the Participant may need to obtain prior to unsubsidized employment and is also used to determine the most appropriate Host Agency (HA) assignment.

#### **2.2 Individual Employment Plan; Registration with One Stop Career Centers**

Within three (3) weeks of program enrollment, an Individual Employment Plan (IEP) is completed, approved and copies retained by the Sub-grantee's Employment Specialist, Participant and the Host Agency Supervisor.

Also within three (3) months of program enrollment the Participant is required to be registered with the local One Stop Career Center. Proof of this registration must be retained in the Participant's personnel file that is maintained by the Sub-grantee's Employment Specialist.

The Individual Employment Plan (IEP) reflects the skills, training and employment goals of the Participant, the steps they will take to achieve their goals and the anticipated target dates for completing those goals. It must be reviewed and updated four times a year. Should the Participant refuse to positively respond to two (2) or more referrals made in response to their mutually agreed to IEP, the Participant may be subject to disciplinary action up to and including termination. IEP related referrals include job openings, training opportunities, community



service assignments, One Stop Career Center registration, job search training and other employment services and general support service assistance.

SCSEP regulations also require that Sub-grantees formally review and update the IEP progress for each Participant quarterly.

The SCSEP enrolled Participant holds the responsibility to actively lead their job search for unsubsidized employment with the assistance and support of their Host Agency Supervisor, Regional SCSEP Employment Specialist and the Job Developer. **Within three (3) months of program enrollment, it is the Sub-grantee's responsibility to ensure the Participant has:**

- a current resume in both hard copy and electronic format;
- an e-mail address; and
- the ability to submit an on-line job application.

### **2.3 Job Search Agreement**

To continue participation in the SCSEP, Participants hold the responsibility to continually seek unsubsidized employment. Participants must undertake / perform a minimum of 4 activities each month, 1 directly involving an employer such as mailing/faxing/submitting resumes with cover letters to employers or going on interviews. Other activity examples are attending job fairs, attending job counseling session/meeting and participating in training programs or classes. **The Job Search Agreement** must be signed by the Participant and kept in the Participant's personnel file that is maintained by the Sub-grantee's Employment Specialist.

The **SCSEP Placement Policy** documents the program's expectations. This policy should be reviewed at least semi-annually between the Participant and Sub-grantee's Employment Specialist.

### **2.4 Criminal Offender Record Information (CORI)**

Participants must agree to have a [Criminal Offender Record Information](#) (CORI) check to ensure they are appropriate for serving in their community service assignment. The CORI check is performed for all new Participants prior to assignment to a Host Agency. All CORI



investigations that show findings of criminal records shall be reviewed immediately by a Sub-grantee staff member certified by the Criminal History Systems Board in Massachusetts to receive such information. The Criminal History Systems Board is the authority that disseminates CORI information to authorized persons. **Sub-grantee staff must work with the Host Agency to determine if CORI results can be a barrier to placement.**

The CORI request form and the results of the investigation are kept in the Participant's personnel file that is maintained by the Sub-grantee's Employment Specialist.



## **Section 3**

### **Community Service Assignment**

#### **3.1 Purpose**

The purpose of the SCSEP is to prepare Participants for unsubsidized employment while providing services to the community, either through the expansion of existing services at the Host Agency, or the establishment of new programs and services.

#### **3.2 Policy Requirements**

Community service assignments are developed with regard to the Participant's skills, abilities, and interests as stated in the Participant's IEP, and with the intent of preparing the Participant for an unsubsidized position.

Community service assignments can be at federal, state, and local public agencies or in other non-profit organizations. In the past, public agencies have included but are not limited to the following:

- local one-stop career centers which are operated by government agencies;
- health departments, community health centers, community mental health centers, and community hospitals;
- welfare departments, child and youth services, and adult services;
- State employment security offices, vocational counseling and rehabilitation programs, and social service programs;
- public schools and adult education programs;
- recreation departments, community development agencies, and housing authorities;
- police departments, juvenile courts, and circuit courts;
- Federal agencies in local communities, extension services, and local tribal government agencies.



Non-profit organizations may be used as Host Agencies for community service assignments as long as they:

- Are recognized by the Internal Revenue Service (IRS) as meeting the requirements of Section 501(c)(3) of the Internal Revenue Code of 1986 which exempts the organization from taxation; and,
- Are not a political party.

Further, Faith-based organizations may be Host Agencies.

**The Host Agency must provide the Sub-grantee a copy of the IRS letter verifying agency's 501(c)(3) status.**

The agency the Participant is assigned to becomes the Host Agency. See Section 6 for information about Host Agency responsibilities.

### **3.3 Evaluation Criteria**

Community service assignments are evaluated by the Sub-grantee using the following criteria at least every 6 months:

- The appropriateness of the training assignment tasks with respect to the Participant's skills, abilities, and interests as documented in the Participant's IEP.
- The contribution the assignment will make to the development of the Participant's occupational skills.
- The likelihood that the Participant will obtain unsubsidized employment after twelve (12) months in the training assignment.
- The amount and level of training actively being provided by the training agency staff.
- The opportunities the assignment will provide for career advancement.
- The innovative nature of the services to be offered.

Host Agency assignments are rotated every 12 months so the Participant will receive training in new areas. However, an extension for placement at one Host Agency can be provided if, but only if, approved by EOEA.



### **3.4 Safe Working Conditions**

It is the Sub-grantee's responsibility to ensure that Host Agencies provide a safe work environment.

The Sub-grantee will survey the work site and complete the top portion of the **Host Agency Safety Checklist**. The Host Agency supervisor will complete the bottom portion after safety procedures are reviewed with the Participant. This checklist must be kept in the Participant's personnel file that is maintained by the Sub-grantee's Employment Specialist.



## Section 4

### Responsibilities of the Host Agency

#### 4.1 The Role of the Host Agency

A Host Agency is a public agency or a private non-profit organization that provides training in the job skills being sought by the Participant, as specified in the Participant's IEP. Host Agencies are required to provide adequate supervision and a safe work environment.

The Host Agency's responsibilities to the Sub-grantee and assigned Participant are:

- To develop and document a meaningful part-time community service assignment for the Participant that matches the Participant's work/career goals and complies with the Individual Employment Plan;
- To provide adequate orientation and skills training to enable the Participant to do the job effectively;
- To provide adequate supervision of the Participant regarding job responsibility, performance, staff integration and job safety.
- To cooperate with EOEA and the Sub-grantee in offering job skills development opportunities;
- To enable the Participant to seek and obtain unsubsidized employment;
- To develop the capacity within the Host Agency to offer the Participant unsubsidized employment.
- To abide by the Maintenance of Effort provision of the SCSEP regulations that requires the Participant to be utilized in addition to the regularly funded staff. **A Participant cannot be used to replace an employee due to a lay-off or to displace a current employee with reduced hours.**
- To provide telephone, office space, consumable supplies to perform the job. In addition, the Host Agency may supply in-kind support such as transportation assistance, uniforms, etc.



- To cooperate in a timely manner with EOEAA and/or the Sub-grantee in filling out the necessary paperwork for the program. This will include, but not be limited to, timesheets, the Placement Agreement and Participant Evaluations.
- To provide mileage reimbursement to the Participant if travel for work is required.
- To keep the Sub-grantee informed in a timely fashion of any major personnel issues or safety problems that the Host Agency may have with the Participant.

## **4.2 Orientation**

### **Participant Orientation**

As new Participants begin their training, it is the Host Agency's responsibility to conduct an orientation. The orientation should include information about what the Host Agency does and who it serves. In addition, the Host Agency supervisor will review the tasks the Participant will be responsible for as well as the training plan.

### **Host Agency (HA)**

Sub-grantees must have close working relationship with the Host Agencies. The Host Agency Agreement must be signed at the time of HA recruitment. All HAs must have the most recent MA-SCSEP Operations Manual for Host Agencies. The Host Agency Orientation Checklist must be completed by the supervisor and signed by the Participant. A copy must be sent to the Sub-grantee to maintain in the Participant's personnel file.

## **4.3 Participant Evaluations**

Each Participant shall have an evaluation by their Host Agency Supervisor three (3) months after enrollment into the program and then again by their twelve (12) month anniversary (and/or after transfer to a new Host Agency assignment).

The purpose of these evaluations is to:

- determine the appropriate placement of the Participant for Host Agency assignments;
- obtain constructive feed-back regarding the Participant's assignment performance;
- identify areas for improvement and skills training to improve their performance in current duties or expanded duties; and,



- discuss the prospects of unsubsidized employment for the Participant at the Host Agency.

The Host Agency supervisor will give a copy of the **Participant Evaluation Form** to the Participant and send a copy to the Sub-grantee's Employment Specialist for the Participant's personnel file.

#### **4.4 Payroll**

The Host Agency Supervisor must fax or mail the **Participant's Time Sheet** to the SCSEP Employment Specialist or previously identified department. It is the Sub-grantee's decision to mail or hand deliver checks to the Host Agency Supervisor or Participant or institute an automatic checking account deposit system. If there are any delays in check distribution, the Host Agency Supervisor and Participant will be notified immediately by the Sub-grantee.

#### **4.5 Travel Reimbursement and Insurance**

Host Agencies will reimburse Participants for work-related travel. If it is necessary for Participants to use their own vehicle, and it is approved by the Host Agency, travel costs must be reimbursed at the Host Agency's approved rate. All work-related mileage must be submitted by the Participant to their Host Agency Supervisor on the Agency's approved mileage forms. Participants who must drive in the course of fulfilling their work assignment responsibilities must furnish a copy of their current driver's license and automobile insurance coverage to the Sub-grantee's Employment Specialist to be kept in their personnel file.

#### **4.6 Safe Working Conditions**

Host Agencies are required to provide a safe work environment for SCSEP Participants. To ensure this requirement is met, Host Agencies must:

- **promptly correct** any unsafe working area or unhealthy condition to which a Participant is exposed;



- **immediately report** any accident or injury that involves a SCSEP Participant to the SCSEP Sub-grantee (**NOTE: Failure to report a Participant's accident or injury may make the training site ineligible for continued participation in the SCSEP**);
- **promptly prepare** a written accident report and send it to the SCSEP Sub-grantee;
- **include** all SCSEP Participants in any safety training given to regular staff members-- especially training on how to use safety equipment, first aid kits, and fire extinguishers.

After reviewing safety procedures with the Participant, the bottom portion of the Host Agency Safety Checklist must be completed by the Host Agency Supervisor and signed by the Participant. A copy of this form must be sent to the Sub-grantee to maintain in the Participant's personnel file.

#### **4.7 Reporting Assignment Related Accidents.**

If a Participant is involved in an accident or sustains an injury while working, even though it may seem at the time to be of a very minor nature, the Participant must report the situation immediately to their Host Agency Supervisor and the Sub-grantee's Employment Specialist (within 12 hours), and complete the report / form covering such matters. This is essential if the Participant wants to protect his/ her medical and compensation rights and benefits. Participants should inform the medical care provider that the injury may be covered under Workers' Compensation. Participants must inform the Host Agency Supervisor and the Sub-grantee's Employment Specialist if the injury results in any time lost from work. The Host Agency Supervisor must also contact the Employment Specialist to discuss how this absence may affect the Host Agency.

#### **4.8 Drug-Free Workplace**

EOEA and MA-SCSEP Sub-grantees absolutely prohibit the use, consumption, sale, purchase, transfer or possession of any illegal drug by any employee or Participant of SCSEP during working hours, while representing SCSEP Sub-grantees, while on the premises or at Host Agencies.



In addition, SCSEP employees and SCSEP Participants are strictly prohibited from being under the influence of alcohol during working hours.



## **Section 5**

### **Participant Wages, Hours and Fringe Benefits**

#### **5.1 Wages**

Participant wages must be at least the Federal or State minimum wage, whichever is higher.

#### **Status of Participants**

Individuals who participate on any SCSEP project funded by Title V of the Older Americans Act (OAA) are not Federal or State employees at any time during their program participation.

#### **Wages Paid to Participants Attending Orientation or Training**

SCSEP Participants attending orientation or training shall be paid SCSEP wages.

#### **5.2 Hours and Days of the Work Week Schedule; Make Up Hours**

The basic work week for each Participant is 20 hours from Monday through Friday (1,300 hours annually). This does not include the lunch period. The length of an unpaid lunch period should be based upon the Host Agency's Personnel Guide that is shared with the Participant during orientation.

The Participant is expected to report to work on time and leave at the agreed to time noted during the orientation session. The scheduling of the twenty hour work week must be acknowledged and agreed to by the Participant, the Host Agency Supervisor and the Sub-grantee's Employment Specialist. Work hours will normally fall within the usual daytime business hours of the Host Agency.

The Participant can make up missed work hours per agreement with the Host Agency Supervisor. The make-up hours have to be completed during the following two (2) week pay period and should not be extended past this period.



### 5.3 Fringe Benefits and Payroll Deductions

The following is a list of fringe benefits and payroll deductions available to SCSEP Participants:

- **F.I.C.A.** – The Sub-grantee contributes to the Social Security System for all Participants in accordance with the payroll tax provisions of the OASDI program.
- **Workers’ Compensation** - Participants are protected by Workers’ Compensation, which covers injuries received at work.
- **Holidays** – The Participant may be paid for Federal holidays only. Each Host Agency Supervisor has the responsibility of notifying (in writing) the SCSEP Employment Specialist and Participant as to the actual dates of recognized paid Federal holidays at their agency. Federal holidays include:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

If the Host Agency is closed on additional holidays (e.g. the day after Thanksgiving), or inclement weather, the Participant shall have the opportunity to make up those hours in the same pay period.

- **Leave Without Pay**  
A written request for leave without pay of **2 (two) weeks or less** should be granted to a Participant when circumstances warrant it.
- **Approved Break Policy**



Leave without pay, of no more than two weeks, will be granted to a Participant if requested. The Participant's community service assignment will be held open until the approved break ends. There is no guarantee that the Participant will be placed back with the same Host Agency.

The Sub-grantee will place an individual on the program waiting list if the break is longer than two weeks. Exceptions will be made for those providing proof of illness or care giving in accordance with the Family Medical Leave Act.

Sub-grantee staff will obtain appropriate return to work documentation prior to the Participants return to the community service assignment at the Host Agency if the break is due to illness. The documentation is to be part of the Participant's permanent file that is maintained by the Sub-grantee.

## **5.5 Time Sheets**

**Time sheets** for the preceding week of work must be signed by both the Participant and the Host Agency Supervisor. It is the responsibility of the Participant to submit the time sheet to the Host Agency Supervisor at a previously identified time and date for each pay period. Outstanding time sheets will result in "holding" of the paycheck until it is properly submitted.

The Host Agency must keep track of and report to the Sub-grantee in-kind contributions, which include the following:

- Participant's supervision time
- Space
- Training
- Equipment



## **Section 6**

### **Participant Training and Monitoring Meetings**

#### **6.1 Training**

SCSEP Participants receive various types of training to assist them in performing their community service assignments and in finding employment. In most cases, training develops new skills, and upgrades existing skills. It also helps develop effective and good work habits and job search skills. Annual training hours for formal training outside and in addition to their Host Agency assignment are capped at 500 hours per Participant in the SCSEP Program.

Examples of other types of training a Participant can receive while participating in this subsidized program are: English as a second language, literacy training, basic skills training leading to a General Equivalency Diploma (GED) and vocational/occupational skills training that results in unsubsidized employment.

#### **6.2 Individual Monitoring Meetings**

The Sub-grantee's Employment Specialist will conduct monitoring meetings at the Host Agency location with each Participant on a quarterly basis. These scheduled individual monitoring meetings can be with just the Participant or with both the Participant and the Host Agency Supervisor. The meetings help confirm the initial Assessment of the Participant, update the Individual Employment Plans and construct new detailed Action Plans and IEPs that will increase the likelihood of the Participant of moving from the federally subsidized SCSEP to achieving unsubsidized employment.

The Participant's IEP is updated with what was discussed and agreed to at the meeting.



These quarterly monitoring meetings are mandatory. The Participant will be sent a corrective action letter and may be eventually terminated for not attending, not participating or generally not cooperating in these scheduled meetings.

### **6.3 Group Training Meetings**

Group Training meetings are also an important part of the program. These meetings may be conducted by the Sub-grantee on a monthly basis. Group meetings take the place of the Participant's work for that particular day, and the Host Agency must make arrangements to allow the Participant to attend these meetings. Staying at the Host Agency to work will be considered an unexcused absence from these meetings. Unexcused absences will result in corrective action and possible termination from the program.



## **Section 7**

### **New Assignments / Rotation of Participants**

#### **7.1 Host Agency (HA) Reassignment**

The community service assignment at a Host Agency site permits the effective development of the Participant's skills, interests and aptitudes. This development must be constructed to lead to an unsubsidized job placement for the Participant at the HA. Or, the Participant can be reassigned to another Host Agency site with a stronger possibility of hiring of the Participant.

After twelve (12) consecutive months in the same assignment, Participants are transferred to another Host Agency if they have not been hired by the Agency or have not secured an unsubsidized position. However, EOEAA can approve an extension to allow the Participant to stay at the same agency when the Host Agency (through the Sub-grantee's Employment Specialist) submits a letter identifying a new assignment description to upgrade the Participant's skills along with a training plan of action and timeline, and/or a hire date.

The new and future Host Agency is selected after a careful evaluation of the Participant's progress and IEP goals.

#### **7.2 Factors to Consider**

The Sub-grantee is responsible for assessing the Participant's progress at the Host Agency and making recommendations about Host Agency transfers. The following factors are considered:

- The requirements of the Participant's training assignment;
- The training being provided to the Participant;
- The level of the Participant's skills and abilities;
- The possibility of upgrading the Participant's assignment at the current site;
- The Participant's general job performance, age, and health;



- The location of the Host Agency in relationship to the Participant's residence;
- The Participant's progress toward meeting his or her IEP goals;
- The amount of support and encouragement provided by the Host Agency supervisor to motivate the Participant to reach his or her training and employment objectives;
- The possibility that the Host Agency will hire the Participant, and;
- The possibility of additional training at the current Host Agency.

After evaluating these factors and discussing the suitability of the current training assignment with the Participant and the HA Supervisor, the Sub-grantee will prepare a report that will include a recommendation that the Participant either remain in the current assignment, be upgraded at the current Host Agency, or be transferred to another training assignment.

The Participant evaluation and analysis should be completed in the 11<sup>th</sup> month of the Participant's assignment. Should an extension be necessary in the best interest of the Participants and in accordance with their IEP, the Sub-grantee will submit a request to EOEA for approval. The approval process takes 2 weeks.

### **7.3 Implementing a Host Agency Transfer**

When a Host Agency transfer is approved, the following procedures apply:

- The Sub-grantee will schedule a conference with the Participant to determine the most suitable Host Agency and a tentative date for the transfer.
- The Sub-grantee will identify new Host Agencies that are within a reasonable commuting distance of the Participant's home. The new Host Agency must offer increased opportunities for skills development and unsubsidized employment.
- The Participant and the Host Agency shall be notified in writing at least 30 days prior to the transfer.
- All objections to the transfer must be made in writing before the date of the transfer.
- The Sub-grantee will notify the Participant's existing Host Agency and the new Host Agency of the transfer date.



- Documentation of the transfer is maintained by the Sub-grantee in the Participant's personnel file.
- The Sub-grantee and the new Host Agency supervisor will provide the Participant with an orientation to the new work training assignment.



## **Section 8**

### **24 Month Durational Limit**

#### **8.1 Durational Limit Requirement**

Participants enrolled in the MA - SCSEP have a 24 month durational time limit to participate in the program and secure an unsubsidized job placement. The Sub-grantee Employment Specialist tracks and reports on the 24 month durational time limit for all Participants. EOEA monitors the reports and will not approve any extensions over and above the 24 month limit.

This durational limit is a requirement of the federally funded SCSEP grant and it is designed to assist the maximum number of individuals to participate in this subsidized training program and achieve their goal or securing unsubsidized employment.

#### **8.2 Procedures for implementing the 24 month Durational Limit**

**1. Grantee Durational Policy.** All Sub-grantees have a copy of EOEA's durational limit policy that has been approved by DOL.

**2. Informing Participants of Policy.** It is the Sub-grantees responsibility to inform all Participants of the durational limit policy. In addition, the Sub-grantee must inform all Participants who are within 12 months of reaching their personal durational limit of how they are impacted by the policy and when transitional planning will begin.

**6. Exiting Participants for Durational Limit.** Participants are given 30 days' written notice of their termination and are informed that the termination is subject to appeal under the grantee's grievance policy. A copy of the grievance policy is attached to the termination notice.



## **Section 9**

### **Participant Reassessment and Income Recertification**

#### **9.1 Participant Reassessment**

The Sub-grantee is required to conduct a formal re-assessment of each Participant's progress toward **the goals set in the IEP** at least **once every six (6) months**.

The reassessment is done to document the training that the Participant has received from the Host Agency or other sources. The reassessment will also document skills that the Participant has gained and is also an opportunity to identify any new barriers to employment and identify supportive services the Participant may benefit from. The reassessment form must be signed by both the Sub-grantee and the Participant and kept in the Participant's personnel file.

#### **9.2 Income Recertification**

SCSEP Sub-grantees are required to re-certify each Participant's income annually and maintain adequate documentation to support the recertification. This recertification must be completed each May. The income documents required for recertification are the same as those collected when a Participant is initially applying to the program.

Participants found ineligible because of income are given written notice of termination and terminated thirty (30) days after the notice. The Recertification section of the SCSEP Participant Form is updated with the current information.



## **Section 10**

### **Termination and Resignation from SCSEP**

#### **10.1 Termination Policy**

MA-SCSEP Sub-grantees are required to give all MA-SCSEP Participants a written copy of the Executive Office of Elder Affairs' SCSEP termination policy during initial enrollment, along with a verbal explanation of the policy. This policy must be applied fairly and consistently in terminating SCSEP enrollment for all Participants. Participants cannot be terminated due to age, as there is no upper age limit for participation in SCSEP. Participants should only be terminated when it is clear that a program violation has occurred (see 12.2) and a record of the issue or incident is properly recorded in the Participant's file.

Participants must receive a written SCSEP Termination Notice 30 days prior to the date of termination. All Participants must be informed of their right to appeal any termination. The SCSEP Termination Notice must inform Participants that the termination is subject to the EOEA's Termination Policy and Procedures, and a copy of the Complaint Resolution Committee and Grievance Procedures must be attached to the Sub-grantee's Termination Notice.

#### **10.2 Termination Reasons**

Listed below are reasons for termination and standard termination procedures for SCSEP Participants:

##### **1. Termination Due to provision of False Information.**

If, at any time, the Sub-grantee determines that an individual was incorrectly declared eligible as a result of false information knowingly given by the Participant, the Sub-grantee must give the Participant immediate written notice with an explanation and must terminate the Participant 30 days after receipt of the notice. The Participant will be removed immediately from the Host Agency and placed on leave without pay during the 30-day notice period.



## **2. Termination Due to Incorrect Initial Eligibility Determination.**

If, at any time, the Sub-grantee determines that it incorrectly determined a Participant to be eligible for the program through no fault of the Participant, the Sub-grantee will give the Participant immediate written notice explaining the reason(s) for termination and will terminate the Participant's enrollment 30 days after it has provided the Participant with written notice. The Participant will be allowed to continue the host agency assignment with pay during the 30-day notice period.

## **3. Termination Due to Income Ineligibility Determined at Recertification.**

If, at any time, the Sub-grantee finds a Participant to be no longer eligible for enrollment, the Sub-grantee will give the Participant written notice explaining the reason(s) for termination and will terminate the Participant 30 days after it has provided the Participant with written notice. The Participant will be allowed to continue the host agency assignment with pay during the 30-day notice period.

## **4. Termination Due to achieving 24 Month Individual Durational Limit.**

A Participant will be terminated when he or she meets the 24-month durational limit. The Sub-grantee will send a notification of termination letter at least 30 days before the 24 month maximum participation date. The Participant will be able to continue participating in the program until the date of exit.

## **5. Termination Due to Becoming Employed During Enrollment.**

To qualify for enrollment in the SCSEP a Participant must be unemployed. All Participants are informed that they may not be employed while participating in the program and that they must notify the Sub-grantee immediately upon becoming employed. A Participant who is discovered to be employed while enrolled without having notified the Sub-grantee of the employment will have their enrollment terminated immediately from the program. If this occurs, the Participant will be placed on Leave without Pay immediately. The Sub-grantee will send a 30 day letter of termination to the Participant.



## **6. Termination for Cause**

There are several reasons to terminate a Participant “for-cause.” When warranted, a Participant may be terminated for certain behaviors and/or conduct. The following are specific reasons; however, other similar reasons that demonstrate willful misconduct or an intentional disregard of program rules may cause involuntary termination. Examples of permitted reasons for termination include:

- Falsification of official records, such as timesheets
- Intentional disclosure of confidential or private information obtained from the Host Agency, Grantee, or Sub-grantee
- Physical violence or intentional destruction of property
- Obscene, abusive, harassing, or threatening language or behavior
- Sexual harassment of colleagues or others
- Causing an imminent threat to health or safety
- Non-compliance with drug and alcohol free policy, which prohibits Participants while performing their host agency assignment or while carrying out objectives required by the IEP
- Frequent tardiness or absences exceeding 3 times during a 30-day period without good cause
- Failure to regularly attend or properly justify absence from the group training meetings or individual monitoring meetings conducted by the MA-SCSEP Sub-grantee.

### **10.3 IEP related termination reasons**

If a Participant fails, without good cause, to cooperate fully with the Sub-grantee to accomplish the goals of his or her IEP strategy, an IEP-related termination “for-cause” may be in order. All IEP-related violations should be considered on a case-by-case basis. A Notice of Intent to Terminate will be submitted by Sub-grantee for approval to the SCSEP State Director prior to any IEP-related terminations. Examples of lack of compliance with the IEP without good cause include refusal to:

- Accept training opportunities outlined in the IEP



- Accept a new community service assignment to enhance skill development in support of IEP goals
- Accept supportive services that will enhance his/her ability to participate in a community service assignment consistent with the IEP
- Participate in sub-recipient offered services such as job search, skill training or resume writing

The IEP-related termination option should be used as a last resort. Before considering termination proceedings, the Sub-grantee will make every effort to find out why a Participant is not cooperating to meet his / her employment and training goals. A Participant must be given a chance to correct the offending action.

Written notice will be given to the Participant, citing a specific incident in which the Participant did not fulfill his or her IEP responsibility. The notice will list the specific event, cite the jointly signed IEP agreement, and provide a period of 30 days to take corrective action.

#### **10.4 Termination Procedures**

**Step one: Documented Verbal Warning.** The Sub-grantee verbally warns the Participant and documents the verbal warning in case notes of the Participant's file.

**Step two: Written Warning.** The Sub-grantee will complete a written warning and send it to the Participant. A copy of the written warning will be put in the Participant's file.

**Step three: Corrective Action.** The Sub-grantee will complete and send to the Participant a 30-day Corrective Action Plan. The Corrective Action Plan will be discussed in person and signed by the Sub-grantee and the Participant. To follow up on the Corrective Action Plan, the Sub-grantee will issue and request a weekly progress report from the Participant.



The Corrective Action Plan, minutes from all meetings with the Participant and copies of weekly reports are included in the Participant's file.

**Step four: Termination.** If a Participant fails to comply satisfactory with the 30-day Corrective Action Plan, the Sub-grantee will provide a MA-SCSEP Termination Notice to the Participant informing him or her of the reason(s) for termination and the effective date, which must be a minimum of 30 days after the issuance of the notice. This notice will specifically reference the infraction and include the person's right of appeal in accordance with the Complaint Resolution Committee and Grievance Procedures. The Sub-grantee will meet with the Participant to:

- Review the SCSEP Termination Notice.
- Inform the Participant of his or her last day at the Host Agency, or inform the Participant that he or she is being placed on a 30 day unpaid leave of absence until the exit date. During this time SCSEP staff is available to assist the Participant in job search activities.
- Inform the Participant of the right to appeal by implementing the Complaint Resolution Committee and Grievance Procedures.
- Have the Participant sign the exit paperwork.
- Have the Participant sign the last time sheet.
- Place a complete set of case notes in the Participant's file.

## **10.5 SCSEP Termination Notice**

A SCSEP Termination Notice is completed for each Participant whose enrollment is ended. This notice states the Participant's right of appeal. In addition, a copy of the Complaint Resolution Committee and Grievance Procedures is included with the Notice. The signature of the Sub-grantee program director or designee is required on each termination notice and a copy of the SCSEP Termination Notice becomes part of the Participant's record.

## **10.6 Resigning from SCSEP**

If a Participant decides to leave the program for any reason, two weeks' notice is required and a written letter of resignation must be submitted to the Employment Specialist and copied to the



Host Agency Supervisor. A copy of the Participant's resignation letter is kept in the Participant's personnel file.



## **Section 11**

### **Volunteering and Political Activity**

#### **11.1 Volunteering**

Each Participant is prohibited from volunteering at the assigned Host Agency for work that is the same as or substantially the same as the work defined in the Participant's written assignment.

#### **11.2 Political Activity**

Participants may participate freely in the political process with the following exceptions:

- A Participant may not engage in political activities (partisan or non-partisan) on the job.
- A Participant may not present him/herself as a spokesperson for the SCSEP while engaged in partisan political activity on his or her own time.
- Some Participants who are assigned to Host Agencies which are financially aided programs, whether by federal, state or local government agencies, may have additional restrictions.



## **Section 12**

### **Sick Leave / Jury Duty / Bereavement Leave**

#### **12.1 Sick leave**

If the Participant is to be out due to health reasons or other personal reasons for longer than 3 days, the Sub-grantee may place the Participant on approved leave. If the Participant is out for 3 days or longer, the Sub-grantee may require a doctor's note indicating that the Participant is able to return to the training site.

#### **12.2 Jury Duty/Witness**

Leave for jury duty shall be provided in accordance with State jury system and local laws. Participants will receive regular pay for the first 3 days for service as a juror. The State will compensate the Participant from the fourth day on. A copy of the juror selection notification must be provided to the Sub-grantee's Employment Specialist prior to the first day of jury service.

Participants who are scheduled to serve as witnesses can make up the time. The Host Agency supervisor must notify the Employment Specialist of the approved make-up time arrangement.

#### **12.3 Bereavement Leave**

Participants shall be granted a leave of absence with pay for a maximum of four days upon evidence satisfactory to Sub-grantee of the death of a spouse, child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, spouse's parent, a person for whom the employee is the legal guardian, a person for whom the employee is primarily responsible for making funeral arrangements or a person living in the employee's household. This leave may be used, at the option of the employee, within thirty (30) calendar days from said death. In extraordinary circumstances, at the discretion of the Sub-grantee, bereavement leave may be used after thirty (30) calendar days from the date of death.



Upon evidence satisfactory to the Sub-grantee, a Participant shall be granted one (1) day of leave without loss of pay to attend the funeral of the brother, sister, grandparent or grandchild of the employee's spouse.



## GLOSSARY

<b><i>Authorized position level</i></b>	The number of SCSEP enrollment opportunities established by Department of Labor and the Executive Office of Elder Affairs for a program year for each project.
<b><i>Community Service Assignment</i></b>	A part-time, temporary employment paid with grant funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment.
<b><i>Disability</i></b>	A physical or mental impairment that results in substantial functional limitations in one or more major life activities. The individual must have a record of such impairment
<b><i>DOL</i></b>	United States Department of Labor.
<b><i>Dual eligibility</i></b>	When an individual who is eligible for SCSEP is also enrolled in a WIA (Workforce Investment Act) program.
<b><i>Eligible individual</i></b>	Anyone who is at least 55 years old, unemployed, and who is a member of a family with an income that is not more than 125 percent of the family income levels., as established and periodically updated by the U.S. Department of Health and Human Services
<b><i>Equitable Distribution</i></b>	A report based on the latest available Census, which lists the optimum number of Participant positions in each designated area in the state, and the number of authorized Participant positions each grantee serves in that area.
<b><i>EOEA</i></b>	Massachusetts' Executive Office of Elder Affairs
<b><i>Grantee</i></b>	An entity receiving financial assistance directly from the Department of Labor to carry out SCSEP activities. The Executive Office of Elder Affairs is a state grantee.
<b><i>Greatest economic need</i></b>	Refers to individuals that have income levels at or below the poverty line, as established and periodically updated by



	the U.S. Department of Health and Human Services.
<b><i>Greatest social need</i></b>	Refers to needs caused by non-economic factors such as physical and mental disabilities; language barriers; and cultural, social, or geographical isolation, including isolation caused by racial or ethnic status.
<b><i>Host Agency</i></b>	A public agency or a private non-profit organization ( 501(c)(3) of the Internal Revenue Code of 1986) that provides a work site training duties and responsibilities, and supervision for a SCSEP Participant.
<b><i>Individual Employment Plan (IEP)</i></b>	The SCSEP Participants training and employment plan. The IEP is jointly developed and agreed to by project staff, the Participant and the host site. The IEP documents an employment goal, achievement objectives, and an appropriate sequence of services for the Participant as determined by the comprehensive assessment.
<b><i>Low income</i></b>	A family income of no more than 125 percent of the poverty level established and periodically updated by the U.S. Department of Health and Human Services.
<b><i>OAA</i></b>	Older Americans Act of 1965, as amended (42 U.S.C. 3001 et seq.).
<b><i>Participant/ Enrollee</i></b>	An individual who is eligible for SCSEP, receives program services, and is paid wages for engaging in community service assignments under a project.
<b><i>Poor Employment Prospects</i></b>	Refers to individuals who are unlikely to find a job without the help of SCSEP or another employment and training program.
<b><i>Program Year</i></b>	The one-year period covered by the sub grantee agreement, usually beginning on July 1 and ending on June 30.
<b><i>Project</i></b>	A sub-grantee that provides SCSEP services under a legal agreement with the Executive Office of Elder Affairs
<b><i>Reassessment</i></b>	An annual evaluation that measures the progress a Participant has made toward learning new skills, reaching personal development goals, and meeting his or her employment and training objectives under the individual development plan.
<b><i>Residence</i></b>	An applicant's or Participant's declared dwelling place or address. Projects cannot require a length of residency for applicants prior to enrollment.



<b><i>SCSEP</i></b>	<b>Senior Community Service Employment Program</b> as authorized under Title V of the Older Americans Act.
<b><i>State Unit on Aging</i></b>	The sole agency designated to receive funding and carry out the requirements of the Older Americans Act in that state. The Executive Office of Elder Affairs is Massachusetts' State Unit on Aging
<b><i>Sub-grantee</i></b>	An organization that has entered into a binding legal agreement with the Executive Office of Elder Affairs to conduct SCSEP activities and to adhere to the legal, regulatory, and State policy requirements for MA-SCSEP.



## Senior Community Service Employment Program (SCSEP)

### Host Agency Agreement

Organization Name:			FEIN #:	
Address:		City:	State:	Zip:
Contact Name:		Contact Title:		
Contact's Phone #	Contact's FAX #		Contact's e-mail address:	

Type of Agency:  Government (Check one)  
 Non-profit (501 (c)(3) letter attached. Government organizations are exempt.)

This Agreement is between the SCSEP State Sub grantee, *Name of Your Organization*, and the above-named organization for the SCSEP Program Year 2009, from \_\_\_\_\_ to \_\_\_\_\_ (dates).

The Host Agency agrees to:

- Partner with the SCSEP State Sub grantee, *Name of Your organization*, in order to provide on the job skills training necessary for SCSEP Participants to obtain unsubsidized employment.
- Recognize that SCSEP Participants are assigned to a temporary training position, typically for up to one year.
- Provide supervision and job training for SCSEP Participants according to the training goals detailed in the participant's Individual Employment Plan
- Consider Participants for all job openings for which they are qualified. Failure to consider Participants for an appropriate opening will result in termination of this agreement.
- Comply with the SCSEP policies and procedures as described in the SCSEP Host Agency Handbook.

The SCSEP Sub grantee Agrees To:



Commonwealth of Massachusetts Executive Office of Elder Affair  
Senior Community Service Employment Program

- Pay wages and provide fringe benefits to the SCSEP Participants.
- Develop and periodically update the Participant's Individual Assessment and Individual Employment Plan with the Participant and the Host Agency Supervisor.
- Reserve the right to reassign a Participant to another Host Agency whenever the reassignment increases the opportunities for training or placement in unsubsidized employment. Such a reassignment is likely when a Participant has fulfilled all learning objectives with the current Host Agency.

**This Agreement may be terminated or amended by either party with 30 days written notice to the other party, or immediately by SCSEP upon termination or reduction of funding or the exhausting of funds needed to sustain this Agreement.**

\_\_\_\_\_

Name and Title of Host Agency Official

\_\_\_\_\_

Signature of Host Agency Official

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title of SCSEP Sub grantee Official

\_\_\_\_\_

Signature of SCSEP Official

\_\_\_\_\_

Date