

## MEN’S & WOMEN’S NON-VIOLENCE EDUCATION PROGRAM

### Rules, Requirements and Expectations for Participants

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#### General Program Rules and Policies

The primary goal of the Non-Violence Education Program is to help reduce the occurrence of domestic violence in our community by promoting safety, respect and well-being for all people. As a participant of this program, you are expected to support this goal and to help maintain a classroom atmosphere in which learning and open discourse can take place.

1. The following behaviors **WILL RESULT** in your **TERMINATION** from the program:
  - Violence or threats of any kind
  - Possession of a firearm or any other weapon on Family Service Association property
2. The following behaviors may result in your termination from the program:
  - Any misrepresentation or falsification of documents related absences, medical conditions, employment or other information requested by staff
  - Failure to provide Family Service Association with your current residential address and telephone number
  - **Failure to abide by the conditions of the *No-Contact Order* issued by the court**
  - Inability to participate in program due to impairment from drugs, alcohol, fatigue, mental health issue, medical condition or other factor(s)
  - Any violation of the provided stated rules
3. To Graduate from the Non-Violence Education Program, you will be expected to attend a ***minimum*** of twenty-six (26) classes. You will be permitted to miss four (4) classes during the course of the program. Missed classes will not be counted toward your total of 26 required classes. You will be expected to restart the program if you miss a fifth (5th) class.

- 4 Payment is required **before** the beginning of each class session. Participants will not be allowed to attend class if they owe a balance. You have five options for payment:
  - a. Pay in cash (**NO COINS ACCEPTED - we CANNOT BREAK LARGE BILLS**)
  - b. Pay by debit/credit card, which will add an additional 3.99% service fee
  - c. Pay online at [www.fsahc.org](http://www.fsahc.org), using the Pay for NVEG link. There is no fee for online payment using our website; however payments need to be made at least 72 hours in advance of your class to make sure the accounting staff have time to apply the payment.
  - d. If you have BOND available and would like to use it toward program fees, please contact your attorney and/or contact the clerk's office.

In Person Class Fee	\$35 per class
Online Class Fee	\$50 per class
Program Restart Fee	\$100 per restart
Program Violation Fee	\$50 per violation

- 5 To be considered to be on time, you must be in the (virtual or physical) classroom prior to the assigned start time for your class. If you arrive at or after the start of your class, you will NOT be allowed entry into the building/classroom, and it will be counted as an absence.
- 6 FSA is a **NO SMOKING/TOBACCO USE** facility. Use of tobacco products (including electronic) on FSA property is strictly prohibited. There is not to be any smoking in front of our building, but you may step into the alley before or after class if needed.
- 7 Disruptions or distracting behaviors will not be tolerated, including
  - a. Cell phone use during class. Cell phones must be kept on silent and used only in the event of an emergency.
  - b. Side conversation and/or interrupting while others are speaking
  - c. Texting, drawing, reading newspapers and/or other non-class related activities
  - d. Personal grooming practices (such as nail clipping)
- 8 No vulgar, rude, or disrespectful behavior, language, noise or attire will be tolerated in the parking lot or common areas of the FSA building.
- 9 You will be given a folder at your first class session and will be expected to bring it with you each week. You will also be expected to have completed your homework and to turn it in as directed by your class facilitators. Failing to bring your folder may result in not being allowed entry to the class, which will result in an absence. In a virtual class, you will be expected to have access to the program manual at any time for classroom activities.
- 10 You may only attend your assigned class day and time. If your work schedule or availability changes, please talk to FSA staff or your instructor about being moved to a new group time.

If you have any questions or concerns, they may be directed to the NVEP Program Facilitator-Michael Holsapple, the FSA Executive Director, or your judge.

The FSA Domestic Violence Shelter and/or Main St. staff are not to be used as a source of information or to convey messages to the Non-Violence Education Program. DO NOT CALL THE SHELTER.

## Participant Rules, Requirements and Expectations for Participants

1. The following behaviors will result in your termination from the program:
  - Violence or threats of any kind
  - Possession of a firearm or any other weapon on Family Service Association property
  - Any legal charge involving violence during the time you are a participant in the program
2. The following behaviors will result in your termination from the program:
  - Any misrepresentation or falsification of documents or other information requested by staff
  - Failure to provide Family Service Association with your current residential address and telephone number
  - Failure to abide by the conditions of the No Contact Order issued by the court
  - Inability to participate in the program due to impairment from drugs, alcohol, fatigue, mental health issue, medical condition or other factor(s)
3. To graduate from the Nonviolence Education Program, you will be expected to attend a minimum of twenty-six (26) classes. Classes will occur weekly for 90-minute sessions.
4. You are expected to be on time and to sign in at the time of arrival. One minute past start time is considered late. If you are late, you will not be allowed to attend.
5. FSA is a **NO SMOKING/TOBACCO USE** facility. Use of tobacco products on FSA property is strictly prohibited.
6. You will be given a folder before starting your first-class session. You will be expected to bring it with you each week.
7. Disruptions or distracting behaviors will not be tolerated, including:
  - Cell phone use during class- Cell phones must be kept on silent and used only in the event of an emergency
  - Side conversation and/or interrupting while others are speaking
  - Texting, drawing, reading newspapers and/or other non-class related activities
  - Personal grooming practices (such as nail clipping)
8. No vulgar, rude, disrespectful behavior, language, noise, or attire will be tolerated in the parking lot or common areas of the FSA building.
9. FSA will close in the event of extreme weather conditions. Listen to local radio stations for closure information.

## Participant Contract and Group Rules

The primary goal of the FSA Nonviolence Education Group (NVEG); otherwise referred to as the Abuse Intervention Program (AIP) is to help reduce the occurrence of domestic violence in our community by promoting safety, respect and wellbeing for all people.

1. I agree that the reason I am in the AIP is to learn not to be violent or abusive.

2. I will not abuse anyone else or myself as long as I am in this AIP. This includes verbal, emotional, sexual, financial, and psychological abuse; threats of suicide; and threats of violence. If I engage in abusive behavior towards another person or myself, I will inform the AIP staff of what happened.
3. I will participate openly, honestly, and actively in educational group discussions, and I will abide by all AIP group rules.
4. While mental health services and substance use disorder treatment alone are not appropriate interventions separately and in addition to the AIP. I will cooperate in an AIP staff requests that I obtain a mental health or substance use assessment.
5. I will provide the correct contact information for the person(s) that were harmed by my abuse may receive information from the AIP.
6. I understand that the safety of the people I have harmed by my abuse, the community, and myself are of paramount importance. I understand that measures will be taken by the AIP staff to promote safety including contacting the survivor, referral sources, or law enforcement, if necessary.
7. I understand that all suspected child abuse and neglect will be reported as defined by Indiana law (IC 31-33-5-1).
8. I understand that all suspected battery, neglect, or exploitation of an endangered adult will be reported as required by Indiana law (IC 35-46-1-12 and IC-35-46-1-13).

## Violations and Program Restarts

### **PROGRAM VIOLATIONS:**

If you are **ARRESTED** on **ANY non-domestic violence related criminal charge** during your twenty-six (26) week participation in the Family Service Association Non-Violence Education Program, you will be required to pay a **VIOLATION FEE** of \$50 for the violation/arrest before being able to continue with the program. You will not be required to restart the program. Subsequent violations will increase in increments of \$50 (i.e. \$50 for the 1<sup>st</sup> violation, \$100 for the 2<sup>nd</sup> violation, etc).

### **PROGRAM RESTARTS:**

Any restart will be required to start the classes over again at Class #1.

If you are **ARRESTED** on **ANY domestic violence related or other violent criminal charge** during your twenty-six (26) week participation in the Family Service Association Non-Violence Education Program, you will be required to **RESTART** the program from the beginning and pay a **RESTART FEE** of \$100 for the restart before being able to return to the program.

If you **miss more than the four (4) allowable absences** during your twenty-six (26) week participation in the Family Service Association Non-Violence Education Program, you will be required to

**RESTART** the program from the beginning and pay a **RESTART FEE** of \$100 for the restart before being able to return to the program.

Subsequent violations on a **RESTART** will increase in increments of \$100 (i.e. \$100 for the 1<sup>st</sup> violation, \$200 for the 2<sup>nd</sup> violation, etc).

### Confidentiality Notification

The primary goal of the FSA Nonviolence Education Group (NVEG); otherwise referred to as the Abuse Intervention Program (AIP) is to help reduce the occurrence of domestic violence in our community by promoting safety, respect and wellbeing for all people.

By signing this disclosure, the participant consents to giving the AIP permission to make reports, to disclose participant file information, and communicate as needed to each of the following:

1. The referral source(s);
2. The court, prosecutor, police, probation and child protective agency of the referring county;
3. The survivor or designated advocate;
4. Other certified AIP's to coordinate service delivery
5. Administrative and professional personnel who need information for record-keeping and monitoring, including ICADV;
6. An entity or person to whom the AIP is legally bound to report suspected abuse or neglect of a child or protected adult; and/or
7. Any person to whom the AIP must report in order to fulfill its duty to warn or protect.

### Complaint Protocol

Any program participant who feels that he or she has witnessed, or been subject to, any form of discrimination is required to immediately notify their program facilitator, the NVEG Program Director, or any front office employee at the Agency. Family Service Association prohibits retaliation against any participant who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination. We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. If the Agency determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Agency may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Agency will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

Once a complaint is filed the following actions will take place:

1. A member of the NVEG staff or FSA agency will make contact with the complainant to gather any missing information and/or to discuss the complaint.
2. FSA supervisory staff will make contact with the employee that a complaint was filed.
3. The parties involved will be provided with a timeline for response that commensurate with the details of the complaint.
4. Program and/or agency executive leadership will review the written statements of the parties; interview any key parties; review pertinent documents; consult with the FSA director as needed; and issue written findings.
  - a. Findings may include but are not limited to the following:
    - i. No violation of the standards
    - ii. The employee receives a compliant resolution plan
    - iii. The employee a probationary sanction
    - iv. The employee is terminated
5. A member of the agency will make contact with the complainant to provide an update on the resolution of the complaint, if needed.

It should be noted that any person with a conflict of interest may not participate in, nor be privy to, the investigation, review, decisions, or information pertaining to a complaint. If a conflict exists, the person must recuse themselves.

Additionally, participants can submit a complaint about FSA, the AIP, or the AIP staff directly to the Indiana Coalition Against Domestic Violence via their website: <https://icadvinc.org/program-support/>. This will lead the ICADV staff to conduct an independent inquiry as to the allegations against the AIP/AIP agency.

### Expulsion Agreement

The purpose of the expulsion agreement is to make transparent and predictable decisions about expulsion based on the participant's behavior free from actual or perceived discrimination based on race, class, age, disability, religion, educational attainment, ethnicity, national origin, sex, sexual orientation, and/or gender identity.

The following are minimum grounds for expulsion:

1. Continued abuse or physical violence
2. Failure to comply with conditions of the participant's contract
3. Violation of program rules
4. Bringing weapons or illegal substances to program property
5. Threats or violence to AIP staff

### Denial of Service Policy

Family Service Association of Howard County, INC aims to help individuals who have committed domestic violence or abuse by offering nonviolence education and behavior change strategies.

The following list includes some examples of some grounds for denial:

- Lack of Accountability
- Non-Compliance with Program Requirements
- Substance Use
- Untreated Mental Health
- Risk of Harm to Self or Others
- Previous Denial
- Misalignment of Program Goals

The following list are not grounds for denial:

- The participant is unwilling to disclose the use of violence at the time of intake.
- The participant failed to complete an AIP.
- The participant failed to complete a substance use disorder treatment program.
- The participant needs language accommodations.
- The participant needs other reasonable accommodations.

If a participant's behavior leads to a denial of service, the denial will be documented in writing on the Notice to the Court/Probation/Authority form by the observing staff member or facilitator. That form is then immediately sent to the source of the referral to let them know about the denial.

If you have any questions, please contact our program staff at 765-457-9313.

### Reasonable Accommodations Statement

Family Service Association of Howard County, INC is committed to the full inclusion of all program participants. As part of this commitment, FSA will ensure that persons with different language needs, literacy needs, and/or disabilities are provided reasonable accommodations.

The Agency complies with federal and state disability regulations, including the Americans with Disabilities Act (ADA). Program participants who inform the Agency of a physical or mental disability, literacy need, or language barrier requiring accommodation in order for them to attend the Nonviolence Education Group AIP should inform the program staff or their group facilitator(s) of this so that we can together discuss what accommodations are available and appropriate.

Procedure for reasonable accommodation requests:

- The participant advises NVEG staff of the need for accommodation.
- The participant completes a Request for Accommodation form (staff may assist if needed).
- The accommodation request will be discussed with the NVEG program director.
- The participant may be required to provide documentation supporting a disability, including medical certification.

- If a reasonable appropriate accommodation is readily available, the request will be approved and the accommodation implemented.
- If an accommodation is not readily ascertainable, the matter will be pursued further with assistance from appropriate external resources. The Agency will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Agency will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees and/or program participants — when determining a reasonable accommodation.

In regard to language barriers, the Agency has several bilingual English/Spanish speakers currently employed to help with translation. The Agency also has access to a certified ASL translator on a contract basis. Additionally, the Agency also has a subscription to a translation service to use when needed.

If reasonable accommodation is needed to participate in the Nonviolence Education Group, please contact our program staff at 765-457-9313.

FSA will close in the event of extreme weather conditions. Listen to local radio stations (Z92.5) for closure information. Please make sure we have your current phone number at all times for any class closure related news to be shared with you.

Regular Family Service Association Hours:

- Monday 8:30A-5:00P
- Tuesday 8:30A-5:00P
- Wednesday 8:30A-5:00P
- Thursday 8:30A-5:00P
- Friday 8:30A-3:00P

The FSA Domestic Violence Shelter is not to be used as a source of information or to convey messages to the Nonviolence Education Program. **DO NOT CALL THE SHELTER.**