Common Programmatic Compliance Issues

This list of "red flag" issues, as distributed by the CNCS, can be used to help identify problematic practices of AmeriCorps program, staff or members. Please consult the VHCB AmeriCorps Director or the current AmeriCorps Provisions for a full statement of the requirement. The listing below is not exhaustive, and some provisions and guidelines vary depending on the type of AmeriCorps program. Items that mention specific member activities refer to when an AmeriCorps member is logging AC hours, wearing AC gear, speaking on behalf of AmeriCorps or the Program, or is otherwise representing AmeriCorps.

- Program staff or members are engaged in inappropriate fund raising activities.
- Ineligible members are enrolled (age, citizenship/residency, educational status, etc.)
- Members perform administrative, supervisory or other inappropriate duties.
- Members participate in efforts to influence legislation.
- Members participate in partisan or political activities.
- Members are involved in religious activities.
- Members participate in a voter registration drive.
- Members assist or deter union organizing.
- AmeriCorps program participants engage in activities that pose a significant safety risk to them or others.
- Members illegally using drugs.
- Members engage in activities that benefit a for-profit business.
- Program service activities do not result in a specific identifiable service or improvement that, without AmeriCorps, would be provided with existing funds or volunteers.
- Members are inappropriately discriminated against in their recruitment or selection.
- Pro-rated education awards are given for other than compelling personal circumstances.
- Program does not maintain appropriate and signed member contracts.
- Employees are displaced by members.
- Member living allowances are withheld as punishment.
- Inappropriate fines are levied against members.
- Members do not have access to an appropriate grievance process.
- Members earn service hours for inappropriate activities.
- Program does not meet progress reports, FSRs, and other submission deadlines.
- Legal applicant is not an eligible applicant.
- Grantee does not provide reasonable accommodation to members with known disabilities.
- Criminal background checks are not conducted for members or grantee staff, including site supervisors.
- Program does not require members to sign contracts that meet minimum requirements.
- More than 20% of the aggregate of all member service hours are spent in training; or more than 10% spent fundraising.
- Members are not supervised.
- Program does not conduct at least mid- and end-of-term written evaluations of each member's performance.
- Program does not assist members who are high school dropouts in earning a high school diploma equivalency.
- Members do not serve a term of service of approved length, i.e. other than 9-12 months.
- Eligible members are not offered health care and child care benefits.
- Eligible members are not allowed family and medical leave under the Family and Medical Leave Act of 1993.
- Grantee does not maintain the confidentiality of member information.

Nonduplication and Nondisplacement

Serve. Experience. Lead
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 paragraph of this section 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 position, 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 (ii) 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 any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

Host sites are prohibited from paying Members to do any work for them for the term of their service, or to compensate them monetarily in any way. If hosts wish to provide non-cash financial provisions to Members (e.g., housing), they must do so in accordance with VHCB AmeriCorps established policy.
I. Cash provisions beyond the living stipend may not be offered to currently enrolled members.

II. In-Kind housing provisions may be given to currently enrolled members with the caveat that IRS tax guidelines are followed and that VHCB AmeriCorps is notified of the intent to provide in writing before the provision is offered.

A. Specific to offering housing as a provision, the guidelines below must be met and demonstrated to VHCB AmeriCorps (in a letter) in order to provide for a non-taxable provision:

1. The housing must be furnished on the premises of the host site.
2. The housing must be furnished for the convenience of the host (and this means that the host has a substantial business reason for providing the lodging other than to provide additional compensation to the member).
3. The housing is a condition of service (the member must accept it in order to be able to properly perform his/her duties).
4. You must not offer a provision value that is more than the difference between the maximum stipend allowable to be paid a member in a given program year and the actual stipend amount that VHCB AmeriCorps is paying to that member in the year the provision is received.

B. If the above guidelines (in section A.) do not apply or cannot be met, then the benefit will be taxable for the member. In this case you must meet the following guidelines:

1. You must inform VHCB AmeriCorps in a letter of your intent to offer the provision.
2. You must inform the member that this provision will be taxable to them, and have them sign a statement saying that they understand this.
3. You must report on the provision value to VHCB on a periodic basis (to be determined by VHCB depending on the provision) in order for VHCB to calculate and withhold applicable taxes from the member’s stipend.
4. You must assume the cost of the FICA charges that will accrue as a result of the member’s increased tax liability.
5. You must not offer a provision value that is more than the difference between the maximum stipend allowable to be paid a member in a given program year and the actual stipend amount that VHCB AmeriCorps is paying to that member in the year the provision is received.
VHCB AmeriCorps Host Site Organization Agreement

ATTACHMENT A

Agreement between the Vermont Housing and Conservation Board and VHCB AmeriCorps Host Site Organization (HSO)

Vermont Housing and Conservation Board (VHCB) expects the HSO (“Subgrantee” or “HSO”) to:

1. Provide VHCB and each AmeriCorps Member (ACM) with a well-developed and specific position description which lists “essential duties” of the position and includes measurable outcomes that reflect the achievement of grant objectives. The ACMs will be performing direct service to fill a need that the HSO has and this need must fall within the limits of the mission, objectives, and allowable activities of the VHCB AmeriCorps program. By signing this agreement, the HSO agrees to support the ACM in carrying out the AmeriCorps position duties as outlined in the ACM position description specific to your site. Should any modifications to the position description be deemed necessary, the HSO agrees to present the changes to the VHCB AmeriCorps Program Director for approval prior to implementing or acting on the proposed changes.

ACMs will focus on direct services, having an area of concentration in one or more of the following areas: 1) homeownership and/or financial literacy services, 2) support for homeless and marginally housed people, 3) conservation and stewardship activities, 4) environmental education and environmentally-sustainable practices, 5) energy conservation/weatherization, and/or 6) food and nutrition assistance. All ACMs must include other community volunteers in the scope of their activities, either by recruiting, training or supervising, or otherwise engaging them in service activities. None of these foci will necessarily exclude direct service with the VHCB AmeriCorps team and other ACMs or assisting with physical housing projects.

2. Recruit, interview, and recommend a candidate for selection that is able to begin service by the AmeriCorps Orientation September 10th, 2018 for full-time member positions, unless an alternative date has been agreed upon and approved by the VHCB AmeriCorps Program Director. If the Member is not selected by the recruitment deadline or is unable to begin service for the VHCB AmeriCorps Orientation, VHCB AmeriCorps has the right to re-allot that slot elsewhere. HSOs agree to follow the Member selection guidelines as outlined in the VHCB AmeriCorps recruitment guidelines found online at www.vhcb.org/americorps.

The minimum requirements for an ACM include the following: 1) must be at least 18 years of age (or 17 with written parental permission verified by phone): 2) a US citizen or US national or
lawful permanent resident “alien”; and, 3) must also have a high school diploma or certificate of equivalency, or be willing to work towards such a goal as part of their AmeriCorps service year. Additionally, Members must not have dropped out of elementary or secondary school in order to enroll as an AmeriCorps Member. Other requirements of service may be added by the HSO with VHCB AmeriCorps approval.

The Corporation for National and Community Service (CNCS) and VHCB AmeriCorps have zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS and VHCB AmeriCorps are committed to treating all persons with dignity and respect. CNCS prohibits all forms of harassment based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military status. All programs administered by CNCS funds, including VHCB AmeriCorps, must be free from all forms of harassment. It is against the law for organizations that receive federal financial assistance from the Corporation for National Service to discriminate on the above-mentioned personal or group attributes. It is also unlawful to retaliate against any person or organization who files a complaint about such discrimination. All VHCB AmeriCorps HSOs must comply with the CNCS Civil Rights and Non-Harassment Policy.

Furthermore, the State of Vermont is opposed to discrimination on the basis of race, color, religion, creed, ancestry, sex, marital status, age, national origin, disability, sexual orientation, gender identity, membership or non-Membership in the VSEA, and any other factor that is prohibited by law. Further, the State of Vermont is contractually bound to respond to any discrimination complaint against employees with established protocols for reporting, investigating and resolving allegations of discrimination.

During the recruitment process, the HSO is responsible for informing the potential Member that any information disclosed in the interview process will be shared with the VHCB AmeriCorps Program Staff. The HSO is then responsible to have them sign the Candidate Disclosure Sharing Notice form and submit it to the VHCB AmeriCorps Director along with the potential Member’s other application documents. The HSO is responsible for sharing any disclosures made in the interview with the VHCB AmeriCorps Director.

The HSO should also perform the requisite number of reference checks (2 written, 1 verbal) as well as supply the VHCB AmeriCorps staff with copies of interview and reference notes in addition to original signed copies of application materials.

3. The HSO understands that as a service position, it is not possible to ‘dismiss’ a Member after a trial period unless they are clearly performing illegal or unsafe acts, the member has had a breach of the VHCB AmeriCorps Agreement, or unless their behavior warrants it, and then if, (and only if) there is clear documentation of these acts and if and only if the Member has had access to due process (which might include more than one three-way meeting to attempt to resolve issues or investigate situations with the Program Director, HSO Supervisor, ACM and sometimes the Executive Director of the HSO as necessary). The HSO may remove the member for the host site immediately and at any
time if the member is causing any harm, engaging in illegal or prohibited activities, under the influence of drugs or alcohol, or acting unsafe in any manner.

If the grievance procedure outlined hereinafter is entered into beyond the initial stages of verbal and written warnings, VHCB AmeriCorps reserves the right to have the General Counsel of VHCB present at additional meetings as the VHCB AmeriCorps Program Director sees fit.

If HSOs want to dismiss an ACM from the Host Site, The HSO should: 1) have sufficient documentation that dismissal is warranted 2) submit a letter to the Program Director at VHCB outlining the reasons you have for wanting to dismiss your ACM, 3) attend a three-way meeting with the Member and the VHCB AmeriCorps Program Director if requested by the Program Director or ACM, 4) have the approval of the VHCB AmeriCorps Program Director, and 5) complete all required evaluations and reporting procedures.

4. Provide the member with adequate support to successfully complete the term of service including, but limited to:

(a) Provide adequate training and skill-building to complete the tasks of the position description.
(b) Provide each ACM with responsibilities as outlined in the position description for a minimum of 1,700 service, training, and fundraising hours (900 hours for half-time Members; 450 hours for Quarter Time; 300 for Minimum Time) with a goal of 40 hours per week for the duration of the ACM’s stated contract term dates. Holiday, sick, and personal hours are not counted towards the 1700 (or 900 or 450 or 300) required hours.
(c) Supporting the member through challenges during the service term as needed by providing mentoring, additional training, engaging in facilitated dialogues, providing/pointing to necessary resources.
(d) Providing meaningful service and encouraging growth and reflection.
(c) Meeting the VHCB AmeriCorps Supervisor requirements including meeting with the member regularly, completing required documentation in a timely manner, and being available to the member for ongoing support as needed.
(f) Not engaging in any activity that would jeopardize the VHCB AmeriCorps Program’s ability to retain 100% of members through the completion of a successful term of service. Such activities would include:
   a. Inadequately supervising the member
   b. Offering a member an employed position to begin before the completion of their service term.
   c. Not providing the member with meaningful tasks in accordance with the position description to account for the required service hours.
   d. Dismissing Member from HSO without adequate documentation and/or due process.
   e. Any action that encourages the ACM to break the Member Agreement (a copy of the agreement can be found in the Supervisor Handbook or on VHCB AmeriCorps website).

5. Provide the following percentage of the ACM’s living allowance as a cash match from non-federal sources for the 2018-19 AmeriCorps year: 45% of the ACM living allowance. VHCB will bill HSOs for the cash match on a quarterly basis. Payment should be returned to VHCB within 30 days of billing.
The host site will be billed a maximum per member of:

- $9,180 (45% of $20,400) for full-time
- $4,860 (45% of $10,800) for half time
- $2,430 (45% of $5,400) for quarter time,
- $1,620 (45% of $3,600) for a minimum time.

Failure to remit cash match payments within 30 days of billing may result in cash match payments being submitted to VHCB in advance of the ACM providing service.

The rest of the ACM’s living allowance will be paid by the Corporation for National and Community Service and/or VHCB. VHCB will compensate each ACM bi-weekly and will take responsibility for payroll taxes, W-2s, etc.

In addition, the HSO agrees to share the responsibility of attrition by paying the HSO’s share (45%) of the expended living allowance of any ACM who leaves the program before successfully completing their AmeriCorps season of service.

In the event that the HSO contributes to the ACM’s reason for leaving the term of service early by not providing the member with adequate support to successfully complete the term of service (see #4 above), VHCB has the right to demand the full maximum cash match within 30 days of the ACM’s departure from the VHCB AmeriCorps Program.

If the HSO requests a replacement Member, they understand that they must provide the full cash match for the new Member.

The living allowance does not include the Educational Award which the ACM will receive in voucher form from the National Service Trust upon successful graduation from the program.

6. The HSO will reimburse their member(s) for any non-commuting travel and training expenses incurred on behalf of the HSO. Travel reimbursements will be paid directly from the HSO to the ACM at the mileage reimbursement rate set forth by the IRS. The rate is may change throughout the service term. Mileage to and from VHCB AmeriCorps trainings and events will be reimbursed by VHCB or SerVermont. The ACMs must submit a reimbursement claim to VHCB for such mileage.

7. The HSO agrees to adhere to rules and regulations of the National and Community Service Act of 1990 (CFR) including:

(a) 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 paragraph (f) of this section 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.
(b) **Nondisplacement.**

(1) An employer may not displace an employee or position, 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.

(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

(3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(4) 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.

(5) A participant in any program receiving Corporation assistance may not perform any services or duties, or engage in activities, that—

   (i) Will supplant the hiring of employed workers; or
   (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

   (i) Presently employed worker;
   (ii) Employee who recently resigned or was discharged;
   (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
   (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   (v) Employee who is on strike or who is being locked out.

HSOs are prohibited from paying Members to do any work for them for the term of their service, or to compensate them monetarily in any way. If HSOs wish to provide non-cash financial provisions to Members (e.g., housing), they must do so in accordance with VHCB AmeriCorps established policy.

(c) **Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

(1) Attempting to influence legislation;
(2) Organizing or engaging in protests, petitions, boycotts, or strikes;
(3) Assisting, promoting, or deterring union organizing;
(4) Impairing existing contracts for services or collective bargaining agreements;
(5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
(6) Participating in, or endorsing, events or activities which are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
(7) 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 proselytization;
(8) Providing a direct benefit to—
   (i) A business organized for profit;
   (ii) A labor union;
(iii) A partisan political organization;
(iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
(v) An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities; and

(9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
(10) Providing abortion services or referrals for receipt of such services; and
(11) Such other activities as the Corporation may prohibit.

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-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

(d) Additionally, the following service activities are prohibited:

(1) Members are further disallowed to do clerical work unless such activities are incidental to their direct service activities.
(2) A member’s service activities may not include organized fundraising activities that help the Grantee achieve its matching requirements, that support an organization’s general operating expenses, or that provide fundraising assistance to other community-based organizations that do not provide immediate and direct support to a Grantee’s approved Program objective. These disallowed activities include financial campaigns, endowment drives, solicitation of gifts and bequests, or preparation of grant proposals. Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an approved objective of the Program and provided that they are not the Program’s primary activity or involve significant amounts of an individual member’s time.

8. Review, approve, and submit ACM timesheets in a timely manner utilizing the OnCorps online system. Members will submit timesheets on a biweekly basis and supervisors should review and approve the timesheets within 48 hours. The accounting of the ACM’s time on timesheets is very important, as that is the primary record to document the service requirements and minimum number of service and training hours. Members are allowed to claim no more than 20 percent of total hours as training without approval from the VHCB AmeriCorps Program Director. Members are allowed to claim no more than 10 percent of total hours for fundraising under any circumstance. There is no minimum requirement for either training or fundraising. In addition to service performed at the HSO, ACMs will also claim time on timesheets for activities requested or required by the VHCB AmeriCorps Program, which may include but not be limited to the following:

(a) Hours for Peer Site Visits – VHCB AmeriCorps allows members to claim mileage and hours for up to two peer site visits - visits to other Statewide AmeriCorps HSOs, with a maximum of one site visit occurring at a non-VHCB AmeriCorps HSO. ACM’s must request their supervisor’s approval if the site visit occurs during a time the ACM would normally be serving the HSO. With
the direct supervisors approval, the member may claim hours for additional peer site visits, but may not claim mileage with VHCB AmeriCorps. 

(b) Hours for Independent Service Projects – All Members are expected to complete an Independent Service Project (ISP) outside of their regular host site. Members are allowed a minimum of 15 and maximum of 30 hours for ISP. ACMs will be responsible for coordinating with their supervisor to ensure ISP activities do not interfere with regular site duties.

(c) Hours for AmeriCorps Book Club – Members are allowed to read and review approved books relevant to their term of service. Each book review is allowed a maximum of ten training hours. Full-time members are limited to 6 book reviews, half-time members are limited to 3 book reviews and quarter time members are limited to 2 book reviews over the course of the service term.

(d) Hours for R.A.R.E. Opportunity – Members are allowed to claim 15 hours for community outreach relating to their AmeriCorps service. Members may claim additional hours for AmeriCorps community outreach will the HSO’s approval.

(e) AmeriCorps Trainings and Events – a calendar will be provided by the AmeriCorps Program

(f) Networking and Special projects – such as regional get-togethers with other members, assisting or collaborating with other ACM’s

(g) Meeting AmeriCorps requirements and paperwork

(h) Other tasks deemed necessary by AmeriCorps Program Staff for the ACM to complete the AmeriCorps term of service successfully.

The ACM Supervisor is responsible for verifying the accurate accounting of time and signing off on it. The ACM will not successfully exit the Program or receive the Educational Award if the timesheets do not demonstrate that the minimum requirements have been met. The supervisor should feel comfortable attesting to the fact that the hours represented are actually the hours served and likewise the activities recorded. Failure to review and submit timesheets in a timely manner (no later than two weeks of time accrued) may jeopardize continued partnership in future years.

9. Set aside one-on-one check-in time with each ACM at least once every week.

The HSO further agrees to release the ACM Supervisor to attend (or arrange for another staff Member of your organization to attend) the VHCB AmeriCorps New Supervisor Orientation, and release the ACM Supervisor to attend (or arrange for another Member of your organization to attend) up to two additional scheduled Supervisor meetings and/or trainings throughout the program year.

Additionally, the ACM Supervisor must be available for part of the day for two site visits from the Program Director or other staff annually.

Should supervision change during the course of the year, the HSO agrees to notify VHCB AmeriCorps at least 21 days in advance of the change by submitting a VHCB AmeriCorps Supervisor Assessment Form. The new ACM Supervisor must be willing and able to attend a Supervisor Orientation to the Program at the office of the Program Director before taking over supervision of the member. The ACM Supervisor appointed by the HSO should have adequate supervision experience to carry out the duties of the ACM supervision. VHCB AmeriCorps reserves the right to request an alternative Supervisor after reviewing the Supervisor Assessment Form or if the acting Supervisor is unable to effectively perform the functions of the Supervisor role.
10. Release the ACM for an average of two to three days per month for AmeriCorps-related activities (trainings, service, and team-building days), most which will require Member attendance. Member absences from VHCB AmeriCorps trainings and events must be approved beforehand by the VHCB AmeriCorps Director and, for SerVermont sponsored events, the Executive Director of the SerVermont, via a written waiver request from the Member and submitted to the VHCB AmeriCorps Director. If an ACM does not attend a required training or event and has not received an attendance waiver for that event and does not notify the Program by the RSVP date, the ACM may incur the cost of their portion of the event. Returning members are expected to attend all VHCB AmeriCorps required trainings and events. HSOs agree that ACMs will not be expected to miss AmeriCorps sanctioned meetings and events to conduct regular duties at the HSO. In the event that an ACM is absent from an AmeriCorps training or event, the member will not be allowed to claim hours for service performed at the site on that day.

HSOs must provide any training necessary for each ACM to successfully complete their service term and carry out assigned duties. The HSO agrees to hold the ACM’s professional development in high regard and consider the ACM’s professional growth as an important outcome of a successful member placement. The HSO will include the member in staff meetings, staff trainings, and assist the member in gaining a comprehensive understanding of how the HSO operates and exposure to individuals, organizations, and systems within the HSO’s network. When possible, the HSO agrees to allow time and cover costs of outside trainings that would be of value according to the ACM’s position or professional interest. VHCB requires that HSOs assist each ACM in the development of basic professional skills such as phone etiquette, writing, time management, computer usage and any other applicable areas as necessary.

11. HSOs must provide each ACM with an appropriate (as determined by position description) office space and the equipment and supplies necessary to perform to the best of their abilities. HSOs should provide the necessary office supplies, phone access, computer and internet access for the success of each ACM’s project(s). Additionally, as email is the main form of communication within the AmeriCorps program, all members should be allowed time and access daily to check the email account listed with VHCB AmeriCorps.

Should any ACM be performing any construction duties, it is necessary to have an area for the storage of any tools, small supplies or safety equipment. ACMs must be thoroughly trained in safety procedures should they be handling any construction equipment whatsoever.

12. Provide a thorough, on-site orientation for your ACM, including any emergency protocols the HSO follows. This will include providing an outline of your organization’s philosophy, policies, and procedures. Members are expected to adhere to and act in accordance to the HSO’s personnel policy and/or other staff policies and guidelines set forth by the HSO, except when such policies or guidelines conflict with VHCB AmeriCorps policies or guidelines. In cases in which policies/guidelines conflict, the member should defer to AmeriCorps policy or guideline, unless approval has been granted by the VHCB AmeriCorps Program Director to defer to the HSO’s policy/guideline.
In addition, HSOs agree to introduce each ACM to the organization’s staff and make them an active part of the daily life and culture of the office. Although certain holidays are suggested to take as AmeriCorps holidays, it’s often best to coordinate the ACM’s holidays with those of the office.

13. Provide support and assistance to the ACM for their respective data collection and Progress Reports as required by the Program. The ACM Supervisor should be familiar with the member’s data tracking and reporting requirements and allow time and support for the member to adequately track data. ACM Supervisors should review and approve member reports before they are submitted to VHCB AmeriCorps.

If requested, complete periodic reports detailing the successes and challenges that each ACM is experiencing, and any support needed (other than monetary) to make the project more effective, along with requested associated demographic data of the service area and/or tracking statistics that the organization may have.

14. Complete ACM performance reviews two times per Member service term, with evaluations midway and at the end of the ACM’s term (QT Members require only one performance evaluation to be completed at the end of the term). You will receive from the Program Director the appropriate reports and evaluation forms required for your compliance as an AmeriCorps HSO and site ACM Supervisor. It is expected that they will be completed and submitted to VHCB in a timely fashion. Failure to do so may jeopardize continued partnership in future years.

The ACM must receive overall satisfactory performance reviews for at least the final performance review in order to satisfy the successful exit requirements and receive the Educational Award. Should an ACM receive an unsatisfactory performance evaluation during the first reporting period, a meeting will be scheduled between the ACM Supervisor, the ACM and the Program Director at the Supervisor’s written request. During this meeting a corrective action plan will be established in order to give the ACM an opportunity to raise the unsatisfactory performance rating to a satisfactory or better.

15. Comply with VHCB AmeriCorps' commitment to practicing effective risk management to ensure the safety, dignity, and legal rights of its participants. It is also our intent to properly manage any incidents that occur so as to minimize injury and other forms of loss. As such, VHCB AmeriCorps HSOs agree to implement basic emergency procedures covering any major, unanticipated event that would disrupt the delivery of services and/or place the ACM and/or activity participants in danger. This includes, at minimum, obtaining emergency contact information forms, permission slips, liability waivers, and photo release forms for participants who are minors or who are need of special support services. All ACMs should be trained on organizational emergency procedures (e.g., tool safety, evacuation plans, phone numbers of back-up staff, local police and fire stations, incident report forms, etc.). All
ACMs who are operating or accompanying a vehicle for a service-related activity shall do so in a safe and reasonable manner, shall adhere to state law on operating motor vehicles (Vermont, Title 23, Chapter 13) and shall carry a valid driver’s license. Should an incident occur, the HSO (or member, if appropriate) agrees to notify VHCB within one business day from the event and submit a completed Incidence Form within 36 hours of the event.

16. Support Members and assist coordination of cross-collaborative projects with other regional HSOs as appropriate.

17. Assure that the HSO has a current 501(c)3 tax status, is an educational institution, or is a municipality.

18. Read the AmeriCorps Provisions that are associated with the grant and agree to abide by them to the best of your abilities. AmeriCorps Provisions can be found in the VHCB AmeriCorps Supervisor Handbook or online at www.americorps.gov

19. Adhere to the following Memorandum of Understanding when applicable:

I understand that, in order to be in compliance with the Corporation for National and Community Service’s Final Rule on criminal history checks (CFR, Vol. 72, No. 164, Parts 2522 and 2540), all AmeriCorps Members National Service Criminal History Check (NSCHC) consisting of (1) a criminal registry search, which involves an authorized FBI fingerprint check to determine whether an applicant has a criminal history, and (2) a background check through the state system from the state in which the member lived at the time they applied to the program, and (3) a National Sex Offender Public Registry check, which consists of individuals that are required by their States to register as sex offenders. An individual who refuses to consent to a State registry check is not eligible to serve. While results of the check are pending and until they have been reviewed and verified by VHCB AmeriCorps, the Member is not permitted to have access to vulnerable populations as part of VHCB AmeriCorps and AmeriCorps programs without being accompanied by an authorized representative from the HSO who has been cleared for such access.

I understand that if the member criminal check indicates a conviction(s) for a crime(s), an individual of our organization may be appointed to and serve on an investigative panel comprised of said appointee, the applicable ACM, the VHCB AmeriCorps Program Director and possibly the VHCB General Counsel. This investigative panel would review the charges and negotiate an outcome.

I understand that VHCB AmeriCorps has agreed to use the criminal record information received from the Vermont Crime Information Center (VCIC) for the purposes intended by law, and that VHCB AmeriCorps has agreed to not disclose the contents of any criminal record information without the ACM’s permission to any individual other than the ACM, as well as properly designated employees of our organization who have a documented need to know the contents of said record. In addition to the foregoing, I acknowledge that any and all information that any individual Member of our organization is made privy to is strictly confidential and that each unauthorized disclosure shall constitute a separate civil violation and may result in a fine of up to Five Thousand Dollars ($5,000) per occurrence.
20. The HSO will provide accompaniment to members when serving with vulnerable populations until the member has been cleared to serve vulnerable populations without accompaniment. Accompaniment will be documented in the member’s timesheet and approved by the supervisor.

21. The HSO will adhere to the following Grievance Procedure between the ACM and VHCB AmeriCorps Program, or the ACM and HSO.

A grievance procedure has been established to assist HSOs and/or the VHCB AmeriCorps Program in settling service placement related matters with an ACM. A grievance may occur when an action taken by an ACM is deemed inappropriate by the HSO or VHCB AmeriCorps Program, or when an action taken by the HSO and/or VHCB AmeriCorps is deemed inappropriate by the ACM.

The grievance procedure is as follows:

1. Attempt to settle the matter with the party involved directly.

2. If you cannot settle the matter directly, notify your site supervisor, VHCB AmeriCorps Program Director, and/or the ACM and discuss the problem with them. They can help you to clarify your concerns and strategize to reach a resolution. If the problem is with your site supervisor, specify your problem in writing and submit it to the VHCB AmeriCorps Program Director at the VHCB headquarters office.

3. If the issue is settled directly, a three-way meeting will be arranged: This meeting should include the ACM, the other party involved, and a neutral party appropriate to the situation. This may be the site supervisor or program director or other party depending on the circumstances of the problem. During this meeting the neutral party will facilitate a discussion to resolve the issue. An action plan to remedy the situation will be devised and implemented immediately.

4. Two-Week Follow Up: The facilitator/neutral party will follow up within two weeks to assess whether or not any improvement has been made.

5. Grievance Hearing: If the action plan is unsuccessful, you can file a written grievance with the Program Director (or designee, in the case of the program director being the neutral party in the informal dispute resolution process) who will hold a grievance hearing including other VHCB and/or AmeriCorps staff, provided that a request is made within one year of the date of the alleged occurrence (except in cases alleging fraud or criminal activity pursuant to 14 CFR § 2540.230). The grievance hearing will provide each side with an opportunity to present their position, and the Program Director will render a decision. The hearing must be held no later than 30 calendar days after the filing of the grievance, and a decision must be made no later than 60 calendar days after filing.

6. Mediation: Should a grievance hearing be unsuccessful or should it be determined more appropriate to replace the step of the grievance hearing, the Program will require the grievance to be presented to a trained mediator instead of or in addition to a grievance hearing. A neutral mediator will be designated by the Program, and will attempt to facilitate a mutually agreeable resolution. The mediator must not have participated in any previous decisions concerning the issue in
dispute. Any and all mediation sessions will be confidential. The mediator may not participate in any subsequent proceedings. The mediation session should be facilitated no later than 30 days after the request is made, and an agreement must be reached within 45 days after filing. This step, whether in place of or in addition to a grievance hearing, is required before bringing the case to binding arbitration. The cost of mediation must be divided evenly between the parties.

7. Binding arbitration: In the event that the decision made following the grievance hearing is adverse to you or if no decision is made within 60 calendar days of the filing of the grievance, an opportunity for a binding arbitration will be provided. The arbitrator must be independent and selected by agreement of both you and the other party. If you and the other party cannot agree on an arbitrator, the Corporation’s Chief Executive Officer will appoint one within 15 calendar days after receiving a request from one of the parties.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation’s CEO. An arbitration decision must be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration must be divided evenly between the parties, unless the grieved party prevails in an arbitration against the program, in which case the program must pay the total cost of the proceeding as well as the prevailing party’s attorney fees. A law suit to enforce an arbitration award may be brought in any Federal district court having jurisdiction over the parties.
VHCB AmeriCorps Member Agreement

Whereas, the Corporation for National and Community Service (CNCS) and the Vermont Housing and Conservation Board (VHCB) have jointly entered into this agreement to promote national service and community leadership among the citizens of the United States to help address critical human needs related to poverty and the environment while implementing strategies for long-term solutions, and; Whereas, the goal of the VHCB AmeriCorps Program is to engage a diverse group of Americans in working partnerships with communities to provide real and measurable service while developing leadership skills, and fostering responsible citizenship.

AUTHORITY: This agreement is entered into pursuant to the authority of the National and Community Service Act of 1990 as amended (42 USC 12501 et. Seq.), Public Law 103-82.

It is the purpose of this agreement to delineate the terms, conditions, and rules of Membership regarding participation in the VHCB AmeriCorps Program.

This agreement is hereby entered into between the VHCB AmeriCorps Program (hereinafter referred to as VHCB AC or simply the “Program” and the participating AmeriCorps Members (hereinafter referred to as the “member”).

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<th>Name of AmeriCorps Member</th>
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I. Minimum Qualifications

1. The member certifies that s/he is a United States citizen, a US national or a legal permanent resident, and at least 17 years of age, and has not been previously terminated for cause from another AmeriCorps Program. If a member is 17 years old, s/he agrees to provide a consent form to VHCB AC signed by a parent or legal guardian. The member further certifies that s/he has obtained a high school diploma or equivalency certificate or agrees to obtain a high school diploma or its equivalent before using an education award and will begin to do so as a goal of her/his AmeriCorps year. The member also certifies that she/he has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps member.

2. The member understands that, in order to be in compliance with the Corporation for National and Community Service’s Final Rule on criminal history checks (CFR, Vol. 72, No. 164, Parts 2522 and 2540), all AmeriCorps members and staff must undergo a VHCB AC National Service Criminal History Check consisting of (1) a criminal registry search, which involves an authorized FBI fingerprint check to determine whether an applicant has a criminal history, (2) a background check through the state system from the state in which the member lived at the time he/she applied to the program, (3) a National Sex Offender Public Registry check, which consists of individuals that are required by their States to register as sex offenders; (4) a Vermont Child Protection Registry check; and (5) a Vermont Adult Abuse Registry check. A program must conduct a criminal registry check and NSOPR check the first time an individual applies to a covered position in an AmeriCorps State and National program, but a second check is not required for an individual who is serving a consecutive term of service within the same program. A consecutive term of service means that there is no intervening break in service of more than 30 days during which the applicant did not serve in that specific program.

An individual who refuses to consent to a State registry check is not eligible to serve. No VHCB AC applicant may have unsupervised access to vulnerable individuals (children, people living with disabilities, frail elders, etc.) until the results of his or her criminal registry checks have been reviewed and verified by the Program. The Program will reimburse associated costs incurred by the potential member and/or sponsoring organization in order to comply with the Policy (e.g. fingerprint fee).

The member further understands that if the criminal check is returned showing a conviction of another type of crime, s/he will be able to meet with an investigative panel comprised of her/himself, the VHCB AC Program Director, an appointee from his/her sponsoring non-profit and possibly the General Counsel for VHCB, to review the charges and negotiate an outcome based on the advice and the judgment of the aforementioned parties, and this outcome may include release for cause. The member understands that by signing this contract s/he gives authorization to VHCB AC to disclose information to any of the aforementioned parties and any other appropriate parties, such as those in supervisory roles at his/her sponsoring site. If the member disagrees with the contents of the results, s/he may appeal the finding to the Program Director of VHCB AC and the Vermont Crime Information Center or other issuing body.

The member understands that VHCB AC has agreed to use the criminal record information received from the Vermont Crime Information Center for the purposes intended by law, and that
VHCB AC has agreed to not disclose the contents of any criminal record information without the ACM’s permission to any individual other than the ACM themselves, as well as properly designated employees of our organization who have a documented need to know the contents of said record. In addition to the foregoing, I acknowledge that any and all information that any individual member of our organization is made privy to is strictly confidential and that each unauthorized disclosure shall constitute a separate civil violation and may result in a fine.

The member understands that if the final criminal check indicates that s/he has provided false information on the legal section of her/his VHCB AC application, or that s/he has been convicted of a crime against children, a violent crime or a crime that violates the public trust, murder, or sexual offense, this member agreement will become null and void, and she/he will be dismissed from the VHCB AmeriCorps program for cause.

II. Term of Service

1. This member is serving the following term:_____________________
   (Full Time, Half Time, Reduced Half Time, Quarter Time, or Minimum Time.)
   • Full-time term (1700 hours) starting on ____________________, and will end on ____________________. There are ___ pay periods that fall within this term of service. This member will receive $_________ per pay period, not to exceed $17,850. This member will serve a minimum of 1700 hours at an average of ______ hours per week.
   • Half-time term (900 hours) starting on ____________________, and will end on ____________________. There are ___ pay periods that fall within this term of service. This member will receive $_________ per pay period, not to exceed $9,450. This member will serve a minimum of 900 hours at an average of ______ hours per week.
   • Other Part-time term ___ (____ hours) starting on ____________________, and will end on ____________________. There are ___ pay periods that fall within this term of service. This member will receive $_________ per pay period, not to exceed $_______. This member will serve a minimum of _____ hours at an average of _____ hours per week.

   Once a term of service is set and a member signs this Agreement, the distribution of the living allowance cannot be altered, without permission of VHCB AC pursuant to AmeriCorps regulations, policies, and provisions.

For full-time members, the end date cannot be less than nine months and not more than twelve months from the start date. Half-time members, quarter-time members and other part-time members understand that this AmeriCorps term counts as a term of service regardless of the fact
that the term is not a full-time equivalent. Individuals may not serve more than four (4) terms of service. The 4 terms include incomplete terms in which members served more than 15% of total hours, regardless of the reason for not completing service; and incomplete terms in which members served for less than 15% of total hours and were released for misconduct.

Individuals may not receive more than the amount equal to the aggregate value of two full-time education awards.

2. The member, if full-time, must complete 1700 hours of direct community service within the above-stipulated timeframe in order to be eligible for the education award. The 1700 hours may include only up to 20% (340) approved training hours and 10% (170) fundraising hours. A half-time member must complete 900 hours of direct service, which may include only up to 20% (180) approved training hours and 10% (90) fundraising hours. A quarter-time member must complete 450 hours of direct service, which may include only up to 20% (90) approved training hours and 10% (45) fundraising hours. A minimum-time member must complete 300 hours of direct service, which may include only up to 20% (60) approved training hours and 10% (30) fundraising hours. In some cases members may serve more than the maximum of 20% training hours with written Program approval. Members should contact the VHCB AC Program Director to request approval to claim training hours in excess of 20% total hours.

While a member may claim up to 10% of hours as fundraising activities, fundraising activities are limited in the following manner:

“45 CFR §2520.40-.45 Under what circumstances may AmeriCorps members in my program raise resources?

(a) AmeriCorps members may raise resources directly in support of your program's service activities.
(b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
   (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
   (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
   (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
   (4) 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 organization;
   (5) Seeking donations from alumni of the program for specific service projects being performed by current members.
(c) AmeriCorps members may not:
   (1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
   (2) Write a grant application to the Corporation or to any other Federal agency.”
[70 FR 39597, July 8, 2005]
3. In order to successfully complete the term of service, the member is required to complete hourly service/training/fundraising requirement and fulfill the dates of service agreed upon unless an amendment signed by the member, the Program Director and the sponsoring site is completed.

4. If members would like to change his/her end date then they should do the following:

(a) To Shorten Term of Service:
If members would like to end service early, and that date is at least nine (9) months after the start date then members should—

   i. Gain approval from the member’s direct supervisor and/or host site.

   ii. Submit a written letter to the VHCB AC Program Director, at least sixty (60) days prior to the original end date and forty-five (45) days prior to the requested amended end date. The letter should list the new end date, the reason for request, and be signed by both the member and the site supervisor. If the supervisor does not agree, then the date cannot be changed.

   iii. The VHCB AC Program Director will review the request and make a decision pursuant to AmeriCorps policies and provisions. If the VHCB AC Program Director approves the request, the member, supervisor, and VHCB Program Director will be required to sign a contract amendment.

Members understand that they may forfeit any living allowance payments due to them after the new, earlier end date.

(b) To Extend Term of Service:
If members want to extend the end of service date, as long as the date is not more than twelve (12) months after his/her start date then the member should—

   i. Gain approval from the member’s direct supervisor and/or host site.

   ii. Submit a written letter to the VHCB AC Program Director, at least forty-five (45) days prior to the original end date, listing the new end date and signed by both the member and site supervisor; and if the supervisor does not agree, then the date cannot be changed.

   iii. VHCB AC Program Director will review the request and make a decision pursuant to AmeriCorps policies and provisions. If the VHCB AC Program Director approves the request, the member, supervisor and VHCB Program Director will be required to sign a contract amendment.

Members understand that the living allowance amount may not be able to be recalculated, and the member may not be able to receive additional living allowance payments past the original end date. The member also understands that he/she is not entitled to living allowance payments that would total more than $17,850 for full time members ($9,450 half time; $4,735 quarter-time; $3,150 minimum-time).

5. The member understands that in order to be eligible for serving a succeeding term of service, she/he must receive at least one satisfactory performance review for any previous term of service. The
member’s eligibility for a subsequent term of service will be based on at least a mid-term and end of term evaluation of her/his performance focusing on factors such as:

1) Completing the required number of hours;
2) Satisfactorily completing assignments, tasks, or projects as well as required paperwork; and
3) Meeting any other criteria that were clearly communicated orally or in writing at the beginning of the term of service (see the Member Performance Review for all evaluation criteria), including receiving a satisfactory performance evaluation from sponsoring site supervisors.

The member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement. The Program is under no obligation to enroll members for a second term of service. The member will have to apply and be considered with any other applicants applying for positions.

6. Due to the priority of the CNCS to provide resources in times of natural or man-made disasters and emergencies, CNCS or the State may call up and deploy AmeriCorps members to respond to Vermont disasters as part of an emergency response effort. The deployment may continue for up to 10% of their service time (up to a maximum of 120 hours) over the course of a year of service. During the period of deployment the program will continue to pay the living allowance and insurance for AmeriCorps members. All AmeriCorps program policies, terms and conditions shall continue while on special disaster relief assignment. All benefits and protections afforded and provided to AmeriCorps members shall continue while AmeriCorps members remain on special disaster relief assignment. AmeriCorps members may continue to accrue service hours during any deployment if their assignment takes them away from their regular service assignment during normal working hours. Although VHCB AmeriCorps is required to allow the deployment, individual Members and Sites may request an automatic exemption due to service assignment disruption or Member’s personal situation.

III. Benefits

1. The member will receive from the Program the following benefits:

(a) Living Allowance: A maximum living allowance of $17,850 less tax and FICA withholdings for full-time members or a maximum living allowance of $9,450 less tax and FICA withholdings for half-time members or a maximum living allowance of $4,735 less tax and FICA withholdings for quarter-time members or a maximum living allowance of $3,150 less tax and FICA withholdings for minimum-time members (withholding amounts will be based upon federal and state law based on information provided by the member on IRS/OMB W-4 forms). The allowance will be distributed every other week only while the member is actively serving, beginning with the Thursday one to three weeks after the member’s term of service begins, and only if the Program has documentation that the member is actively serving such as approved timesheets and required enrollment paperwork sent into VHCB AC on a timely basis. The living allowance is not based on actual hours served in a given pay period. It is designed to help members meet their living needs while in service. The living allowance will not fluctuate based on the number of hours served per week.

(b) Health Care Coverage: Members must have Health Care Coverage, either as provided by the AmeriCorps plan or by another health care plan. AmeriCorps Health Care Coverage will be set up by VHCB AmeriCorps through a plan that meets CNCS requirements and has been selected by VHCB AmeriCorps.
(c) Child Care Subsidy: A child care allowance to be provided directly to the state-qualified provider, if the member is qualified for the allowance (only full-time, state-eligible members may qualify for this benefit) and if the State Program is somehow not suited to his/her needs.

(d) Worker’s Compensation Insurance

2. The member will receive from the CNCS the following benefits:

a. Education Award: Upon successful completion of the member’s term of service, the member will receive an education award in voucher form having a gross value of $5,815 for full-time members or $2,908 for half-time members, or $1,538 for quarter-time members, if they have not received the aggregated value of two (2) full-time education awards previously. Any member who has previously received the value of two (2) full time previous education awards from the National Service Trust will not be eligible for additional education awards under any circumstances. The member understands that this award counts as taxable income in the year in which it is used.

Prior to using the education award, the member agrees that in the event that s/he has not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for individuals with learning disabilities, then s/he is required to obtain a high school diploma or its equivalent (unless the member is enrolled in an institution of higher education on an ability to benefit basis or the Program has waived the requirement due to the results of the member’s education assessment). The member further agrees to provide the National Service Trust with documentation of successful completion of her/his GED so as to be able to access the education award.

The member understands that his/her failure to disclose to the Program any history of having already served in previous terms as an AmeriCorps member (of any type) or of having been released for cause from another AmeriCorps Program will render the member ineligible to receive the education award.

Members understand that if they are at least 55 years old when they start service and they meet all AmeriCorps requirements, then they may be eligible to transfer all or part of the education award to a child, grandchild, foster child, or foster grandchild.

b. Members are eligible to receive forbearance on qualified student loans during the term of service.

c. Upon successful completion of the term of service, the National Service Trust will repay some to all of the interest that accrued on loans in forbearance during the term of service of an amount which is based on a formula determined Corporation, and assuming the proper forms are submitted. The interest that the Trust will pay is also subject to income taxes.

IV. Rules of Conduct
1. The member agrees to act in conformance with, and abide by, all current and future rules and procedures established by VHCB AC and the sponsoring organization.

2. The member is expected to, at all times while acting in an official capacity as a VHCB AC AmeriCorps Member or while wearing any part of the AmeriCorps uniform having a logo:
   (a) demonstrate mutual respect toward others,
   (b) conduct her/himself in a cooperative manner,
   (c) direct concerns, problems, and suggestions to the appropriate sponsor and/or Program official,
   (d) be punctual and have regular attendance at service site,
   (e) effectively meet the objectives laid out in the Position Description,
   (f) prioritize, attend and fully participate in AmeriCorps trainings and events,
   (g) complete the requirements of an Independent Service Project
   (h) always identify yourself as an AmeriCorps member and wear some type of AmeriCorps identification during service hours (e.g., shirt, pin, sticker, sweatshirt).
   (i) comply with VHCB AmeriCorps' commitment to practicing effective risk management to ensure the safety, dignity, and legal rights of its participants. It is also our intent to properly manage any incidents that occur so as to minimize injury and other forms of loss. As such, VHCB AmeriCorps members agree to follow basic emergency procedures covering any major, unanticipated event that would disrupt the delivery of services and/or place the member and/or activity participants in danger. This includes, at minimum, obtaining emergency contact information forms, permission slips, liability waivers, and photo release forms for participants who are minors or who are need of special support services. All members should participate in its host site's training on organizational emergency procedures (e.g., tool safety, evacuation plans, phone numbers of back-up staff, local police and fire stations, incident report forms, etc.). All members who are operating or accompanying a vehicle for a service-related activity shall do so in a safe and reasonable manner, shall adhere to state law on operating motor vehicles (Vermont, Title 23, Chapter 13) and shall carry a valid driver's license. Should an incident occur, the member (or supervisor, if appropriate) agrees to notify VHCB within one business day from the event and submit an Incidence Report Form within 36 hours.
   (j) abide by all rules, regulations, and guidelines set forth in the VHCB AmeriCorps Member Handbook.
   (k) abide by any corrective action plans and/or written warnings put forth by the Host Site Organization or VHCB AmeriCorps Program Staff.

3. The Member understands that the following acts will also constitute a violation of the Program’s rules of conduct:
a. Unauthorized repeated tardiness;
b. Unauthorized absences;
c. Repeated use of inappropriate language (i.e. profanity) at job site;
d. Repeated failure to wear appropriate clothing to service assignments;
e. Stealing or lying;
f. Engaging in activity that may physically or emotionally damage self, other members of the Program or members of the community;
g. Failure to notify the Program of any criminal arrest or conviction that occurs during the term of service; or
h. Failure to meet the standards in section IV, paragraph 2.

4. **Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

   (1) Attempting to influence legislation;
   (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
   (3) Assisting, promoting, or deterring union organizing;
   (4) Impairing existing contracts for services or collective bargaining agreements;
   (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
   (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
   (7) 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 proselytization;
   (8) Providing a direct benefit to—
      i. A business organized for profit;
      ii. A labor union;
      iii. A partisan political organization;
      iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
      v. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
   (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
   (10) Providing abortion services or referrals for receipt of such services; and
   (11) Such other activities as the Corporation may prohibit.
Individuals may exercise their rights as private citizens and may participate in the above (legal) activities on their initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.

5. Members are further disallowed to do clerical work unless such activities are incidental to their direct service activities.

6. Members should be trained on organizational emergency procedures (e.g., evacuation plans, phone numbers of back-up staff, local police and fire stations, incident report forms, etc.). All ACMs who are operating or accompanying a vehicle for a service-related activity shall do so in a safe and reasonable manner, shall adhere to state law on operating motor vehicles (Vermont, Title 23, Chapter 13) and shall carry a valid driver’s license. All ACMs who are operating potentially hazardous equipment (e.g. electric saws, tractors, etc.) shall have proper training and guidance prior to operating the equipment. The member understands that, if the aforementioned protocols and information have not been made accessible by the member’s sponsoring organization, the member will submit a request to her/his sponsor to provide the appropriate resources.

7. A member’s service activities may not include organized fundraising activities that help the Grantee achieve its matching requirements, that support an organization’s general operating expenses, or that provide fundraising assistance to other community-based organizations that do not provide immediate and direct support to a Grantee’s approved Program objective. These disallowed activities include financial campaigns, endowment drives, solicitation of gifts and bequests, or preparation of grant proposals. Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an approved objective of the Program and provided that they are not the Program’s primary activity or involve significant amounts of an individual member’s time.

8. **Consequences:** In the event of a violation of any of the above stated rules, the Program Director, Host Site Supervisor, or representative of the VHCB AC Program or Host Site may do the following. However, there is no requirement that the program follow a prescribed sequence in the imposition of a particular consequence:

   (1) For the member’s first offense, an appropriate Program official will issue a verbal warning to the member;

   (2) For the member’s second offense, an appropriate Program official will issue a written warning and reprimand to the member;

   (3) For the member’s third offense, the member may be required to submit a written corrective action plan to be approved and signed by appropriate Program official(s) and/or suspended for one or more days without compensation, or may be released from the program for cause depending on severity of violation.
V. Release From Term of Service

1. The member understands that she/he may be released for the following two reasons:
   i. for cause, as explained in paragraph 2 of this section; or
   ii. compelling personal circumstances as defined in paragraph 3 of this section.

2. The Program will release the member for cause for the following reasons:
   a) The member has dropped out of the Program without obtaining a release for compelling personal circumstances from the VHCB AC Program Director,
   b) The member is found to have lied on his/her application, including and especially the legal section,
   c) The member decides to leave the Program to enroll in school or because of dissatisfaction with the Program,
   d) The member decides to leave the Program to move to another location, to get married or to enter into a civil union,
   e) The member leaves the program to take a job (unless the member certified at the beginning of their term of service that they were enrolled in a welfare-to-work or Reach-Up program upon enrolling for AmeriCorps),
   f) During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance,
   g) The member has committed a repeated offense in accordance with paragraphs 2 through 7 of section IV of this agreement, or
   h) Any other serious breach that in the judgment of the Program Director or Host Site Organization would:
      a. undermine the effectiveness of the Program,
      b. show blatant disrespect for any individual,
      c. or put any supervisor, staff, other member, self, organization, or program at risk or in harm’s way.

3. The Program may release the member from the term of service for compelling personal circumstances if certain circumstances beyond the member’s control occur, for example:
   a) The member has a serious injury or illness that makes completing the term of service impossible;
   b) There is a serious injury, illness or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member;
   c) The member is drafted by the Armed Services of the United States; or
   d) Some other circumstance occurs that makes it impossible or very difficult for the member to complete the term of service and if and only if the VHCB Director deems that circumstance to be
compelling. Any circumstance listed in paragraph 2 of this section will not be considered compelling.

4. The Program will suspend the member’s term of service for the following reasons:
   a) during the term of service, the member has been charged with a violent felony or the sale or distribution of a controlled substance. If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service.
   b) during the term of service, the member has been convicted of a first offense of possession of a controlled substance. (If the member, however, demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowance or credit for any service hours missed.)
   c) The program does not have documentation that the member is actively serving such as completed timesheets, required enrollment paperwork, timely responses to communication from the Host Site or VHCB AC.
   d) Any of the following issues arise and will take time for corrective action:
      a. A personal issue arises with the member
      b. an issue arises between the member and HSO, the member and the Program, or the member and a client or volunteer
      c. an issue arises at the host site such as funding loss or change in staff

5. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph 3, the member will cease to receive the benefits described in section III and will receive no portion of the education award or interest payments.

6. If the member discontinues her/his term of service due to compelling personal circumstances as described in paragraph 3 of this section of this agreement, the member will cease to receive benefits as described in Section III. If, however, the member has completed at least 15% of the required service hours (255 for full-time or 135 for half-time), the member will receive a pro-rated portion of the education award or interest payments described in section III.

7. The Program may release the member for cause if, in the opinion of the Program Director, the member’s conduct undermines the effectiveness of the Program or an assigned project, or the member repeatedly or periodically continues to demonstrate inappropriate behavior by engaging in a pattern of misconduct or not complying with corrective action plans.

8. A term that ends early, either for cause, or for compelling personal circumstances, is still considered a term and the education award that members receive, or would have been eligible to receive, will count in determining the maximum amount of education award benefits that individuals may receive through service with AmeriCorps.

VI. Grievance Procedure (see Appendix II)

1. The Member understands that the Program has a “grievance procedure” to resolve disputes concerning the Member’s suspension, dismissal, service evaluation or proposed service assignment.

2. The Member understands that, as a participant of the Program he/she may file a grievance in accordance with the Program’s grievance procedure.
VII. Program Responsibilities to Members

1. select all VHCB AC Members in an impartial and nondiscriminatory manner that bolsters VHCB/AmeriCorps’ vision of diversity;
2. provide VHCB/AmeriCorps Members with approved handbooks, documents, and forms needed to follow the provisions of VHCB/AmeriCorps and the National and Community Service Trust Act of 1993;
3. provide VHCB AC Members with the orientation, training, technical assistance, and supervision necessary to complete their service activities and to grow and develop as citizens, community problem-solvers, and developing leaders;
4. provide opportunity for the Member to create service projects in conjunction with their sponsoring organization so that the Members will have productive and useful service projects in human needs and/or the environment;
5. structure service schedules to ensure that VHCB/AmeriCorps Members will be reasonably able to perform 1,700 hours of service within twelve months (or the total amount of hours in their term in a reasonable amount of time);
6. treat all VHCB/AmeriCorps Members with respect and provide them with the guidance, support, and discipline they reasonably require to perform VHCB AC service; and
7. provide other additional support and services to ensure the success Program.

VIII. Amendments to This Agreement

1. This agreement may be changed or revised by written consent of all parties (VHCB, VHCB AC, sponsoring site as appropriate and Member).
IX. Certification

By signing this agreement the Member certifies that:

1. If s/he has served in a previous AmeriCorps program of any type, and/or if s/he was released for cause from a previous AmeriCorps term, those facts have been disclosed to the Program Director.

2. S/he understands that the law places restrictions on the purposes for which the education award can be used and that generally its redemption is limited to qualified loans covered by Title IV of the Education Act of 1965 and cannot be transferred to another person or used to pay off general loans even if those loans were used to pay education expenses. She/he further understands that she/he cannot be given a cash payment in lieu of an education award administered by the National Service Trust.

3. S/he understands that by signing this agreement s/he is making a commitment to complete the full term of service and that the receipt of the education award is contingent upon the successful completion of the full term of service. If s/he should choose to leave before the completion of the service, regardless of how many hours have been completed, and the situation is not deemed a compelling personal circumstance by the Director, then s/he is not eligible for any part of the education award.

4. S/he understands that s/he is not covered by the Fair Labor Standards Act and is not eligible for overtime pay. For example, she/he is not eligible for overtime pay for time served in excess of eight (8) hours in a day or forty (40) hours in a week although such times does count toward completing the required term of service. S/he also understands that s/he is not eligible for unemployment compensation as no employer/employee relationship exists and since the position is a contractual one with stated starting and finishing dates.

5. S/he understands s/he is not a Federal employee and that he/she does not obtain any special status with respect to seeking a Federal job on the basis of having successfully completed a term of service.

6. S/he understands that this program is subject to the availability of government funds and that should those funds become unavailable, the program would be terminated. It is further understood that the program may be subject to a temporary shutdown in the event of a Government shut-down.

7. S/he understands that member information is kept confidential and may only be released to authorized recipients (e.g., the Corporation for National and Community Service or its Inspector General) or as required by law (e.g., as pursuant to a subpoena or search warrant). An exception to this overall rule is that the VHCB AC program may use your name or photograph in a limited way for newsletter, publicity or promotional purposes only and that this notification constitutes informed consent to do so. VHCB AC may also release aggregate or other non-identifying information about members.

8. S/he is eligible to be enrolled in the National Service Trust; and s/he will use the Education Award as described in this agreement. To be eligible to be enrolled in the National Service Trust:

   a. individuals may not serve more than four (4) terms of service. The 4 terms include incomplete terms in which members served more than 15% of total hours, regardless of the reason for not completing service; and incomplete terms in which members served for less than 15% of total hours and were released for misconduct.

   b. Individuals may not receive more than the amount equal to the aggregate value of two (2) full-time education awards.
x. Authorization

1. The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement, including the nine appendices:
   I.) Public Notice of Non-Discrimination
   II.) Grievance Procedure
   III.) Drug-Free Workplace Notice
   IV.) Policies page
   V.) Criminal History Background Checks
   VI.) Confidentiality, Reporting Abuse, Reporting Accidents
   VII.) 45 CFR §2540.100(e)-(f)
   VIII.) 45 CFR §2520.40-.45, and
   IX.) AmeriCorps Member Position Description.

VHCB AC AmeriCorps Member ___________________________ Date __________________
VHCB AC Program Director ___________________________ Date __________________
VHCB Administrative Officer ___________________________ Date __________________
APPENDIX I to the VHCB AmeriCorps Member Agreement

Public Notice of Nondiscrimination

It is against the law for organizations that receive federal financial assistance from the Corporation for National Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most programs, religion. It is also unlawful to retaliate against any person or organization who 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 Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Francis Sharpstene
AmeriCorps Program Director
Vermont Housing and Conservation Board
58 E. State St.
Montpelier VT 05602
Phone: (802) 828-3253
State TTY/TDD relay #: 1-800-253-0191
Fax: (802) 828-3254
E-mail: francis@vhcb.org

or...

Equal Opportunity Office
Corporation for National Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-5000, ext. 312 (voice); (202) 565-2799 (TTY/TDD)
(202) 565-2816 (FAX); eo@cns.gov (e-mail)
APPENDIX II to the VHCB AmeriCorps Member Agreement

VHCB AC Grievance Procedure

This organization respects its members as adults, and expects them to take responsibility for their own behavior and actions. When we have a problem with your behavior or actions, we will follow the appropriate procedure as outlined in either the Member Agreement or the Supervisor Agreement. When you have a problem with the behavior of another member, staff person, the Program or a community person, we expect you to bring up the problem to the appropriate person, and follow the appropriate procedure. The first step to resolving any dispute is to talk it over directly with the party involved.

If you have a problem that is affecting your ability to serve, to honor your commitment to communities, your statewide team, yourself and/or the VHCB AC, TRY TO WORK IT OUT, NOT WALK OUT.

HINT: If you want or expect a response or follow-up, always put your concern and the facts (when, who, where, what) as you know them, in writing, date when you write it, and ask for a response in a reasonable time frame. Keep a copy for yourself, and give to the person who is first in-line to respond (often your site supervisor). Why document? It is easier to make sure that all the information is given, it helps ensure that a response is given in a timely manner (especially if it is dated), it helps to clarify what is the problem, what is the expectation, and what has been done to remedy it already.

In case of problems with another member, a community member, or a member of the staff of your sponsoring organization (not your supervisor):

1. Set up a time to talk with that person. You might want to write down what happened and how you felt as a result of it (when this happened, I felt....), and what you expect from the other party (an explanation, an apology, etc....). Try to work it out between yourselves, first. Don’t let it build into a bigger problem.

2. If you need help, talk to your site supervisor and see what they can do to help.

3. If this doesn’t work, continue as outlined below.

In case of problems with your site supervisor:

1. Set up a time to talk it over with your supervisor, stating specifically what is bothering you, how it affects you, and what you expect for a response from them that would help resolve the issue. Don’t let it simmer and create resentment.

2. If you aren’t able to resolve the problem after meeting, state your problem in writing and send it to the program director. S/he will proceed as outlined below.

In case of problems with the VHCB AC:
1. Discuss the problem with your site supervisor and see if they can help resolve the problem.

2. If you can’t get resolution from your supervisor, write your problem down, define what it is you have a problem about, what you would like for a response, date it and send it to the VHCB AmeriCorps Program Director in Montpelier. The Director will get back to you in writing after investigating and researching related program information and/or considering your request in the context of the whole program. After receiving a written response, you can speak with the Director about it. They will postdate a response to you within twelve working days of receipt of your correspondence.

3. If you aren’t satisfied after receiving the Director’s response, you can then write to Vermont Housing & Conservation Board, 58 E. State St., Montpelier, VT. 05602, the VHCB AC Sponsor.

The grievance procedure is as follows:

1. Attempt to settle the matter with the party involved directly.

2. If you cannot settle the matter directly, notify your site supervisor and discuss the problem with them. He/she can help you to clarify your concerns and strategize to reach a resolution. If the problem is with your site supervisor, specify your problem in writing and submit it to the AmeriCorps Program Director at the VHCB headquarters office. The Director will investigate and get back to you within two weeks of receipt.

3. Three-Way Meeting: This meeting should include you, the other party involved, and a neutral party appropriate to the situation. This may be the site supervisor or program director or other party depending on the circumstances of the problem. During this meeting the neutral party will facilitate a discussion to resolve the issue. An action plan to remedy the situation will be devised and implemented immediately.

4. Two-Week Follow Up: The facilitator/neutral party will follow up within two weeks to assess whether or not any improvement has been made.

5. Grievance Hearing: If the action plan is unsuccessful, you can file a written grievance with the Program Director (or designee, in the case of the program director being the neutral party in the informal dispute resolution process) who will hold a grievance hearing including other VHCB and/or AmeriCorps staff, provided that a request is made within one year of the date of the alleged occurrence (except in cases alleging fraud or criminal activity pursuant to 14 CFR § 2540.230). The grievance hearing will provide each side with an opportunity to present their position, and the Program Director will render a decision. The hearing must be held no later than 30 calendar days after the filing of the grievance, and a decision must be made no later than 60 calendar days after filing.

6. Mediation: Should a grievance hearing be unsuccessful or should it be determined more appropriate to replace the step of the grievance hearing, the Program will require the grievance to be presented to a trained mediator instead of or in addition to a grievance hearing. A neutral mediator will be designated by the Program, and will attempt to facilitate a mutually agreeable resolution. The mediator must not have participated in any previous decisions concerning the issue in dispute. Any and all mediation sessions will be confidential. The mediator may not participate in any subsequent proceedings. The mediation session should be facilitated no later than 30 days after the request is made, and an agreement must be reached within 45 days after filing. This step, whether in place of or in addition to a grievance hearing, is required before bringing the case to binding arbitration. The cost of mediation must be divided evenly between the parties.
7. **Binding arbitration:** In the event that the decision made following the grievance hearing is adverse to you or if no decision is made within 60 calendar days of the filing of the grievance, an opportunity for a binding arbitration will be provided. The arbitrator must be independent and selected by agreement of both you and the other party. If you and the other party cannot agree on an arbitrator, the Corporation’s Chief Executive Officer will appoint one within 15 calendar days after receiving a request from one of the parties.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation’s CEO. An arbitration decision must be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration must be divided evenly between the parties, unless the grieved party prevails in arbitration against the program, in which case the program must pay the total cost of the proceeding as well as the prevailing party’s attorney fees. A law suit to enforce an arbitration award may be brought in any Federal district court having jurisdiction over the parties.

Additional Note:

Discrimination complaints may be raised through the grievance procedure. Use of the grievance procedure is not a required precursor to filing a federal discrimination complaint with the Corporation. Use of the grievance procedure does not preclude filing a federal discrimination complaint. Use of the grievance procedure does not stop the running of Corporation time frames for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised through the grievance procedure, VHCB AC/VHCB must submit a written report to the Corporation’s Equal Opportunity Office.

**APPENDIX III to the VHCB/VHCB AC Member Agreement**

**Drug-Free Workplace Notice**

It shall be the policy of the Vermont Housing and Conservation Board to prohibit any VHCB employee or member of the VHCB AmeriCorps program from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances in any work or service site. Printed information of the dangers of using drugs is available to all employees and members and is located in the VHCB library.
The following conditions are applicable to all employees of the VHCB, as well as members of its AmeriCorps program:

1. Members of the VHCB AC, as a condition of their service, are required to abide by the terms and conditions of the Drug-Free Workplace policy.

2. Any member convicted of a violation of any criminal drug statute occurring in the workplace shall be required to so notify the Executive Director of VHCB or the Program Director of VHCB AC within five days after such conviction. The Executive Director or Program Director is then required to notify the Federal grant agency of any such conviction within ten (10) days after receiving notice. Appropriate disciplinary and/or corrective action will be taken by the VHCB within thirty (30) days after receiving notice of the conviction.

3. Any member convicted of a violation of any criminal drug statute in the workplace may be referred to the State of Vermont Employee Drug Assistance Program, through the Department of Alcohol and Drug Abuse (or other appropriate agency). This program will provide assessment, screening and referrals to employees needing counseling and rehabilitation.

4. Any conviction for the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in any VHCB workplace, or the failure to report any such conviction as required, will result in appropriate action against a member so convicted, up to and including immediate dismissal.

5. Each member shall make a good faith effort to maintain a drug-free workplace.

APPENDIX IV to the VHCB AmeriCorps Member Agreement

VHCB AC POLICIES:

1. POLICY ON ATTENDANCE OF VHCB AC and VT CNCS SPONSORED EVENTS

Members are required to attend an average of 2 to 3 days per month for AmeriCorps-related activities: trainings, team-building days, retreats, and service and celebration days. ACMs are required to attend an Orientation with VHCB AmeriCorps and other trainings and events including but not limited to: Ropes Course, Cultural Competency, Leadership, the statewide AmeriCorps Launch and Spring Conference (both two-days), MLK Day of Service, Conflict Resolution and CPR/1st Aid, a Winter Gathering, a VHCB Service Day and the VHCB AC year-end Closing Celebration (dates all TBA), and all others as listed on the 2017-2018 Trainings and Events Calendar. Trainings and events listed are subject to change.

Part-time ACMs should attend the trainings and events scheduled on the days the members would ordinarily be serving in their roles as AmeriCorps members as long as such attendance does not cause the member to exceed the allowable number of training hours.
Member absences from the aforementioned trainings and events must be approved beforehand by the VHCB AC Director and, for VT CNCS sponsored events, the Executive Director of the VT CNCS, via a written waiver request from the member and submitted to the VHCB AC Director. If an ACM registers for and does not attend a required training or event and has not received an attendance waiver for that event and does not notify the Program by the RSVP date, the ACM may incur the cost of their portion of the event and will be held responsible for paying the cost.

Members missing more than one of these days will violate this contract and therefore possibly their successful completion of the program (and receipt of their education award).

Members are ultimately responsible for getting themselves to these events and for arranging their own transportation. Carpooling is encouraged. VHCB AC will reimburse for mileage to these events at the rate of $.535/mile (or whatever the IRS rate is at the time), assuming members submit their mileage claims by the end of the month in which an expense is accrued. Members may count travel time as training/service hours up to 3 hours one-way maximum. Members will be allowed a total cumulative amount of 20 miles for reimbursement to complete Independent Service Projects and will not be reimbursed for additional miles required to complete projects.

II. MEMBER HOURS/PAYROLL POLICY

The compensation members receive is considered a “living allowance” rather than a “wage”, and this living allowance is not based on an hourly rate or paid out based on the exact number of hours served. However, the checks received from payroll are based on the number of pay periods that fall within a certain contracted service term. The amount per paycheck will be determined by the number of pay periods that fall within the contractually-agreed service term based on the maximum $17,850 full-time stipend amount, $9,450 for half-time, or other type service term. The member understands that, if s/he chooses or needs to convert her/his originally-agreed service term, s/he is not owed any difference in living allowance not paid prior to the conversion. If the member completes her/his term requirements and exits the Program early, s/he understands that s/he is not owed any portion of the unpaid living allowance. The member understands that, if s/he is not actively serving or is unable to serve for more than two consecutive weeks, the member will be temporarily suspended from the Program and the living allowance payment will cease until the member has been reinstated.

The member also understands that the timesheet is the primary source of documentation for VHCB AmeriCorps to determine whether or not the member has been actively serving and what activities the member has been performing. The member understands that if s/he fails to submit timesheets within a week of its due date, VHCB AmeriCorps will not have record of the member’s service activities and will assume the member has not been serving, in which case the member will be placed in suspension. When this occurs, living allowance payments are also suspended. The member will be reinstated once all timesheets have been submitted to VHCB AC in full.
Note: If a member gets more than 20 hours behind their targeted cumulative hours to date, they may be warned that they should address the problem in writing, with a plan to make up the hours. While VHCB AmeriCorps staff will track member hours deficits and issue warnings, it is ultimately the member’s responsibility to keep track of his/her hours throughout his/her term; this information will be available to members and supervisors through the OnCorps electronic system.

Members must also realize that extending their service time beyond 12 months is strictly prohibited by AmeriCorps and will jeopardize their satisfactory completion of their service year and their education award.

Other policies relating to member hours include:

- Members may never count more than 3 hours of travel one way to any service or training event.
- Members should plan on not counting as hours at least 8 hours worth of sleep time at overnight training events (an exception to this might be approved ahead of time if members will be responsible for supervising/chaperoning youth in an overnight camping event), and should also not count hours that they are neither serving or in the company of other team members.
- Members should not count lunchtime as service time unless they are serving through lunch.

APPENDIX V

Criminal History Background Checks
Grant Provisions of the Corporation for National and Community Service as well as the VHCB AmeriCorps program require all AmeriCorps members as well as staff covered by the AmeriCorps program’s grant to have criminal history background checks.

1. Members sign the Vt. Crime Information Center’s Fingerprint Authorization Certificate (VCICFAC), make an appointment at an Identification Center or Police Department, and have their fingerprints made and digitally sent to VCIC. (Photo ID is necessary. Members should be prepared to pay for the fingerprinting and ask for a receipt. VHCB AmeriCorps will reimburse the $25 cost for processing. More information at www.dps.state.vt.us/cjs/recordcheck/recordcheck9.html

2. Member names will be entered into the National Sex Offender Public Registry to verify that they have not committed a sex offense. More information at www.nsopr.gov

3. Members serving will vulnerable populations will also be required to undergo a “State of Service” and ‘State of Residence” criminal history check which will be conducted by the program.

Information from background checks is confidential. If there are any findings, members are informed. There are procedures for expunging inaccurate or obsolete information and for appeals.
APPENDIX VI

Confidentiality, Reporting Abuse, Reporting Accidents, etc.

**Client confidentiality:** Information about a client/student/family may not be disclosed in a way that identifies the person

**Mandated Reporting of Abuse, Exploitation, or Neglect:** As a member, you are not an employee of your site or VHCB AC but you are mandated to report any situations of suspected abuse, exploitation, or neglect immediately to your site supervisor, the program director, or directly to AHS being careful to protect the client's confidentiality.

**Accident Reports for Workers' Compensation Insurance:** Members are covered under VHCB's workers' compensation policy while serving and performing program activities and services outlined in the member position description.

In case of an injury while performing VHCB AC activities, contact the VHCB AC Program Director immediately. An incident report should be completed and submitted within 24 hours. If your injury is life-threatening, seek medical help first.

The report is intended to capture information as soon after the incident as possible. If you have an accident but do not think you need medical attention, still contact the Program Director and fill out the report so it is available in case you need medical attention related to the incident at a later date.

Above all, members should consider safety issues before acting and not take necessary risks. (Note, the AmeriCorps Health Care Plan, and others like it, specifically state they do not cover injuries occurring while “on the job.”)

**Seat belts:** AmeriCorps members are required to wear seat belts while traveling and performing program activities and services.

**Carpooling:** Carpooling is highly recommended and encouraged.

**Auto liability insurance:** A VHCB AmeriCorps member must carry his/her own adequate liability coverage protecting his/her vehicle. In the event of an accident while you are performing program activities and services, your private insurance is the primary payer.

**Media and publicity release:** I hereby give permission for the VHCB AmeriCorps Program to use my name and/or my photograph in any media form, written or electronic, without payment or other consideration. I release VHCB AmeriCorps from any liability in connection with the use of my name or photograph in the media for publicity purpose support activities.
45 CFR §2540.100(e)-(f) What restrictions govern the use of Corporation assistance?

(e) 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 paragraph (f) of this section 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.

(f) Nondisplacement. (1) An employer may not displace an employee or position, 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.

APPENDIX VIII

45 CFR §2520.40-.45 Under what circumstances may AmeriCorps members in my program raise resources?

(a) AmeriCorps members may raise resources directly in support of your program's service activities.

(b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

(1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;

(2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

(3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;

(4) 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 organization;

(5) Seeking donations from alumni of the program for specific service projects being performed by current members.

(c) AmeriCorps members may not:

(1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;

(2) Write a grant application to the Corporation or to any other Federal agency.
APPENDIX IX

Member Position Description

The members understand that they must sign a Member Position Description (PD), developed by the Host Site or Program and approved by VHCB AC. Once approved and signed by the member, the PD will become Appendix IX of this agreement. This Member Agreement, which incorporated the Member Position Description, sets for the expectations, responsibilities, and duties for the service term.