

Member Agreement of Participation in the VHCB AmeriCorps Program, VCSP: 2007-2008

Whereas, the Corporation for National Service (CNS) 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 on this _____ day of _____, 2007 between the VHCB VT Community Stewardship Program (hereinafter referred to as VCSP or simply the "Program") and _____ (hereinafter referred to as the "member").

I. Minimum Qualifications

The member certifies that he/she 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, she/he agrees to provide a consent form to VCSP signed by a parent or legal guardian. The member further certifies that he/she 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.

In accordance 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 participants must undergo a National Service Criminal History Check consisting of (1) a State criminal registry search, which involves a search of State law enforcement and court records (by name/date of birth) to determine whether an applicant has a criminal history, and (2) a National Sex Offender Public Registry check, which consists of individuals that are required by their States to register as sex offenders. A VCSP member who wishes to continue serving with the Program for a second term must undergo the same National Service Criminal History Check regardless if one had been conducted the first term. An individual who refuses to consent to a State registry check is not eligible to serve. No VCSP applicant may have unsupervised access to vulnerable individuals (children, people living with disabilities, frail elders, etc.) until the results of his or her State criminal registry checks have been reviewed and verified by the Program.

When the criminal check comes back, she/he will be notified of its contents in the case of a found record, and if he/she disagrees with its contents, she/he may appeal the finding to the Program Director of VCSP and the Vermont Crime Information Center or other issuing body.

The member understands that if the final criminal check indicates that he/she has provided false information on the legal section of her/his VCSP application, or that he/she has been convicted of a crime against children, a violent crime or a crime that violates the public trust, this member agreement will become null and void, and she/he will be dismissed from the Vermont Community Stewardship Program for cause.

The member further understands that if the criminal check is returned showing a conviction of another type of crime, he/she will be able to meet with an investigative panel comprised of her/himself, the VCSP 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 judgement of the aforementioned parties, and this outcome may include release for cause. The member understands that by signing this contract he/she gives authorization to VCSP 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.

II. Term of Service

(a) This member is serving the following term:

- Full-time term (1700 hours) starting on _____, and will end on _____. There are ____ payperiods that fall within this term of service. This member will receive \$_____ per payperiod, not to exceed \$12,825.
- “Half-time” term (900 hours) starting on _____, and will end on _____. There are ____ payperiods that fall within this term of service. This member will receive \$_____ per payperiod, not to exceed \$6,790.
- Other Part-time term ____ (____ hours) starting on _____, and will end on _____. There are ____ payperiods that fall within this term of service. This member will receive \$_____ per payperiod, not to exceed \$_____.

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 one of their two possible terms regardless of the fact that the term is not a full-time equivalent.

(b) 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% approved training hours and 10% fundraising hours. A half-time member must complete 900 hours of direct service, which may include only up to 20% approved training hours and 10% fundraising hours.

The member is only required to complete her/his hourly service/training/fundraising requirement and not the total hourly term in order to successfully complete his/her service contract. However, the member must fulfill the dates of service agreed upon unless an amendment signed by

the member, the Program Director and the sponsoring site is completed. The member must have approval by her/his sponsoring site to be eligible for early dismissal.

(c) The member understands that in order to be eligible for serving a second 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 second 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 both orally and in writing at the beginning of the term of service (see the Team Member Performance Review for all evaluation criteria), including receiving a satisfactory performance evaluation from sponsoring site supervisors.

(d) 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.

III. Benefits

(a) The member will receive from the Program the following benefits:

- (1) A maximum living allowance of \$12,825 less tax and FICA withholdings for full-time members or a maximum living allowance of \$6,790 less tax and FICA withholdings for half-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.
- (2) Health care insurance, if the member is eligible for coverage. Both full-time and half-time members will be eligible for the 2007-2008 service year.
- (3) 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.
- (4) Worker's Compensation Insurance

(b) Upon successful completion of the member's term of service, the member will receive an education award in voucher form having a value of \$4,725 for full-time members or \$2,362 for half-time members, if they have not received 2 education awards previously. Any member who has received two previous education awards from the National Service Trust will not be eligible for a 3rd education award under any circumstances. Even part-time education awards count as "one" education award for this purpose. The member understands that this award counts as taxable income in the year in which it is used.

- (1) 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.
 - (2) The member understands that his/her failure to disclose to the Program any history of having already served two 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.
- (c) If the member has received forbearance on a qualified student loan during the term of service, and the member has successfully completed the term of service, the National Service Trust will repay some to all of the interest that accrued on the loan during the term of service of an amount which is based on a formula that the Corporation uses to determine such things, and assuming the proper paperwork is submitted. In other words, full-time members will have roughly all of their interest for qualified loans paid, members that serve less than full-time will have some pro-rated portion of their interest paid on qualified loans. The interest that the Trust will pay is also subject to income taxes.

IV. Rules of Conduct

The member agrees to act in conformance with, and abide by, all current and future rules and procedures established by VCSP and the sponsoring organization.

- (a) The member is expected to, at all times while acting in an official capacity as a VCSP AmeriCorps Member or while wearing any part of the AmeriCorps uniform having a logo:
- (1) demonstrate mutual respect toward others,
 - (2) conduct her/himself in a cooperative manner,
 - (3) direct concerns, problems, and suggestions to the appropriate Program official,
 - (4) be punctual and have regular attendance at the service site, and
 - (5) prioritize and attend AmeriCorps events.
- (b) Prohibited Activities While: charging time to the AmeriCorps program, accruing service or training hours, wearing any part of the AmeriCorps uniform, speaking to anyone as "an AmeriCorps member" or on behalf of AmeriCorps, or otherwise performing activities associated with the AmeriCorps program or the Corporation, the member may not at any time:
- (1) Participate in efforts to influence legislation, including state or local ballot initiatives, or lobby for your program,
 - (2) Organize or participate in protests, petitions, boycotts, or strikes,
 - (3) Organize letter-writing campaigns to Congress,
 - (4) Assist, promote or deter union organizing,
 - (5) Impair existing contracts for services or collective bargaining agreements,

- (6) Engage in partisan political activities or other activities designed to influence the outcome of an election to any public office,
- (7) Participate in, or endorse events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation or elected officials,
- (8) Engage in religious instruction; conduct worship services; provide instruction as part of a Program that includes mandatory religious instruction or worship; construct or operate facilities devoted to religious instructions or worship; maintain facilities primarily or inherently devoted to religious instruction or worship; or engage in any form of religious proselytization,
- (9) Provide a direct benefit to:
 - i. A for-profit entity;
 - ii. A labor union;
 - iii. A partisan political organization; or
 - iv. A non-profit that does lobbying as their main focus.
- (10) Organize, carry-out or participate in a voter registration drive,
- (11) Possess, manufacture, use or distribute any and all illegal addictive or hallucinatory drugs,
- (12) Consume or be under the influence of intoxicating beverage or illegal drugs while on duty,
- (13) Use abusive, vulgar, or discriminatory language, including verbal/sexual or other harassment toward fellow members, staff, supervisors, or other official contacts,
- (14) Engage in any activity that is illegal under local, State or Federal law,
- (15) Engage in activities that pose a significant safety risk to others, or
- (16) Participate in any other activity that the Corporation determines will be prohibited, upon notice to the Grantee.

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.

- (c) Members are further disallowed to do clerical work unless such activities are incidental to their direct service activities.
- (d) 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.
- (e) The Member understands that the following acts will also constitute a violation of the Program's rules of conduct:

- (1) Unauthorized repeated tardiness;
 - (2) Unauthorized absences;
 - (3) Repeated use of inappropriate language (i.e. profanity) at job site;
 - (4) Repeated failure to wear appropriate clothing to service assignments;
 - (5) Stealing or lying;
 - (6) Engaging in activity that may physically or emotionally damage other members of the Program or members of the community; or
 - (7) Failure to notify the Program of any criminal arrest or conviction that occurs during the term of service.
- (f) For violating the above stated rules, the Program 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 suspended for one or more days without compensation;
 - (4) For the fourth offense, the Program may release the member for cause.
- (e) The Program reserves the right to impose any one of the above sanctions regardless of the number of the offense (first, second, or third) if the Program determines that the violation is serious enough to warrant a more severe sanction than that listed above for the number of offenses committed. Examples would be in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale, or distribution of a controlled substance, etc.

V. Release From Term of Service

- (a) The member understands that she/he may be released for the following two reasons:
- (1) for cause, as explained in paragraph (b) of this section; or
 - (2) compelling personal circumstances as defined in paragraph (c) of this section.
- (b) The Program will release the member for cause for the following reasons:
- (1) The member has dropped out of the Program without obtaining a release for compelling personal circumstances from the VCSP Program Director,
 - (2) The member is found to have lied on his/her application, including and especially the legal section,
 - (3) The member decides to leave the Program to enroll in school or because of dissatisfaction with the Program,
 - (4) The member decides to leave the Program to move to another location, to get married or to enter into a civil union,

- (5) 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),
 - (6) During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance,
 - (7) The member has committed a fourth offense in accordance with paragraph (d) of section IV of this agreement, or
 - (8) Any other serious breach that in the judgment of the Program Director and sponsoring organization would undermine the effectiveness of the Program.
- (c) 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:
- (1) The member has a serious injury or illness that makes completing the term of service impossible;
 - (2) 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;
 - (3) The member is drafted by the Armed Services of the United States; or
 - (4) 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 (b) of this section will not be considered compelling.
- (d) The Program will suspend the member's term of service for the following reasons:
- (1) 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.
 - (2) 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.)
- (e) If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (c), the member will cease to receive the benefits described in paragraph (a) of section III and will receive no portion of the education award or interest payments.
- (f) If the member discontinues her/his term of service due to compelling personal circumstances as described in paragraph (c) of this section of this agreement, the member will cease to receive benefits as described in Section III, paragraph (a). 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 paragraphs (b) and (c) of section III.

(g) 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.

VI. Grievance Procedure (see Appendix II)

- (a) 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.
- (b) 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

- (a) select all VCSP Members in an impartial and nondiscriminatory manner that bolsters VHCB/AmeriCorps' vision of diversity;
- (b) 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;
- (c) provide VCSP 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;
- (d) 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;
- (e) 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);
- (f) treat all VHCB/AmeriCorps Members with respect and provide them with the guidance, support, and discipline they reasonably require to perform VCSP service; and
- (g) provide other additional support and services to ensure the success of all programs.

VIII. Amendments to This Agreement

This agreement may be changed or revised by written consent of all parties (VHCB, VCSP, 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 VCSP 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. VCSP may also release aggregate or other non-identifying information about members.

X. Authorization

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 4 appendices: I) Public Notice of Non-Discrimination, II) the VCSP Grievance Procedure, III) the Drug-Free Workplace Notice, IV) the VCSP Policies page, and V) the AmeriCorps Member Position Description.

VCSP AmeriCorps Member _____ Date _____

Program Director _____ Date _____

APPENDIX I to the VHCB/VCSP 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:

Joan Wells
Vermont Community Stewardship Program Director
Vermont Housing and Conservation Board
149 State St.
Montpelier VT 05602

phone: (802) 828-3249
state TTY/TDD relay #: 1-800-253-0191
fax: (802) 828-3203
e-mail: joan@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/VCSP Member Agreement

VCSP 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 VCSP, 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. She will proceed as outlined below.

In case of problems with the VCSP:

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 Joan Wells, Program Director in Montpelier. She 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 her written response, you can speak with her about it. She will postdate a response to you within twelve working days of receipt of your correspondence.

3. If you aren't satisfied after receiving Joan's response, you can then *write* to Polly Nichol, Housing Projects Director of the VT. Housing & Conservation Board, 149 State St., Montpelier, VT., 05602, the VCSP 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 Joan Wells, Program Director at the VHCB headquarters office. She 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 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.

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, VCSP/VHCB must submit a written report to the Corporation's Equal Opportunity Office.

APPENDIX III to the VHCB/VCSP 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, the Vermont Community Stewardship 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, the VCSP:

1. Members of the VCSP, 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 VCSP 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/VCSP Member Agreement

VCSP POLICIES:

I. POLICY ON ATTENDANCE OF VCSP and VCNCS 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 the Pre-Service Orientation from September 24th through September 25th, Ropes Course, Bias Reduction/Diversity, Disability Awareness, Volunteer Recruitment and Management, Bridges Out of Poverty, the statewide AmeriCorps Launch, Conflict Resolution and CPR/1st Aid, a Winter Gathering, an All-AmeriCorps Conference (2 days), a Spring Service Day and the VCSP year-end Closing Celebrations (dates all TBA), and others as listed “required” on the 2007-2008 Training and Events Roster.

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 VCSP 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 VCSP 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. 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 ed award).

Members are ultimately responsible for getting themselves to these events and for arranging their own transportation. Carpooling is encouraged/recommended. VCSP will reimburse for mileage to these events at the rate of 48.5 cents/mile (or whatever the VHCB 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.

II. MEMBER HOURS/PAYROLL POLICY

The compensation members receive is considered a “stipend” rather than a “wage”, and this stipend 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 payperiods that fall within the contractually-agreed service term based on the maximum \$12,825 full-time stipend amount, \$6,790 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, that 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.

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. The Program Director or an appointed staff delegate will have the responsibility of tracking hours deficits and issuing warnings. This tracking will be done on a continuous basis.

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 working through lunch.