



2020-2021 Member Agreement of Participation in the VHCB AmeriCorps Program

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” or “ACM”).

Name of AmeriCorps Member	
Host Site Organization (HSO)	
Position Title	
Host Site Supervisor	





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, and the state in which the member will be serving (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 120 days during which the applicant did not serve in that specific program.

An individual who refuses to consent to a National Service Criminal History 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 the criminal registry checks have been reviewed and verified by the Program. The Program will reimburse associated costs incurred by the potential member and/or Host Site Organization (HSO) 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, they will be able to meet with an investigative panel comprised of her/himself, the VHCB AC Program Director, an appointee from his/her HSO 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 they give 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 their HSO. If the member disagrees with the contents of the results, they may appeal the finding to the Program Director of VHCB AC and the issuing body.

The member understands that VHCB AC has agreed to use the criminal record information for the purposes intended by law, and that VHCB AC has agreed to not disclose the contents



of any criminal record information without the member’s permission to any individual other than the member, as well as properly designated employees of VHCB who have a documented need to know the contents of said record. In addition to the foregoing, it is acknowledged that any and all information that any individual member of VHCB 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 they have provided false information on the legal section of the VHCB AC application or elsewhere, or that they have been convicted of a crime against children, a violent crime or a crime that violates the public trust, murder, or sexual offense, this Agreement will become null and void, and they 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 (1720 hours) starting on _____, and will end on _____. There are ____ pay periods that fall within this term of service, beginning on _____ and ending on _____. This member will receive \$_____ per pay period, not to exceed a total amount of \$20,400. This member will serve a minimum of 1720 hours at an average of _____ hours per week.
 - Half-time term (915 hours) starting on _____, and will end on _____. There are ____ pay periods that fall within this term of service, beginning on _____ and ending on _____. This member will receive \$_____ per pay period, not to exceed a total amount of \$10,800. This member will serve a minimum of 915 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, beginning on _____ and ending on _____. This member will receive \$_____ per pay period, not to exceed a total amount of \$_____. 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. 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 1720 hours of direct community service within the above-stipulated timeframe in order to be eligible for the education award. The 1720 hours may include only up to 20% (344) approved training hours and 10% (172) fundraising hours. A half-time member must complete 915 hours of direct service, which may include only up to 20% (183) approved training hours and 10% (92) fundraising hours. A quarter-time member must complete 460 hours of direct service, which may include only up to 20% (92) approved training hours and 10% (46) fundraising hours. A minimum-time member must complete 310 hours of direct service, which may include only up to 20% (62) approved training hours and 10% (31) 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 hour requirement and fulfill the dates of service agreed upon unless an amendment signed by the member, the Program Director and the Host Site Organization (HSO) is completed.
4. If members would like to change their 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 AC 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 HSO.
 - 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 they are not



entitled to living allowance payments that would total more than \$20,400 for full time members (\$10,800 half time; and \$5,400 quarter-time).

5. The member understands that in order to be eligible for serving a succeeding term of service, they 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 their 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 HSO 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 \$20,400 less tax and FICA withholdings for full-time members or a maximum living allowance of \$10,800 less tax and FICA withholdings for half-time members, or a maximum living allowance of \$5,400 less tax and FICA withholdings for quarter-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 including 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 their 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 \$6,195 for full-time members or \$3,097.50 for half-time members, or \$1,638.89 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 they have not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for individuals with learning disabilities, then they must 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 their GED so as to be able to access the education award.

The member understands that 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 by the 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 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; and,



(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. Providing false information on timesheets;
 - g. Engaging in activity that may physically or emotionally damage self, other members of the Program or members of the community;
 - h. Refuse or otherwise not meet the standards outlined in the AmeriCorps Member Position Description, including performing the listed functions;
 - i. Failing to respond to communication requests from Program Staff or HSO;
 - j. Failure to notify the Program of any criminal arrest or conviction that occurs during the term of service; or
 - k. 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:
 - a. Attempting to influence legislation;
 - b. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - c. Assisting, promoting, or deterring union organizing;
 - d. Impairing existing contracts for services or collective bargaining agreements;
 - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - f. 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;
 - g. 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;
 - h. 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;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and,
- k. 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 or administrative service 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 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. All members 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) An appropriate Program official will issue a verbal warning to the member;
 - (2) An appropriate Program official will issue a written warning and reprimand to the member;



- (3) The member may be required to submit a written corrective action plan to be approved and signed by appropriate Program official(s) or be assigned a corrective action plan by an appropriate Program official.
- (4) The member may be suspended for one or more days without compensation if additional time is needed to correct a violation.
- (5) The Program may release the member for cause.

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 severe sanction. 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, refuses to engage in a corrective action plan, knowingly engages in prohibited activities while serving, causes harm to another individual during service, etc.

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 his/her term of service that h/she was 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 an 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, *and* the member is able to provide documentation of the circumstances. 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.
 - 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 they have enrolled in an approved drug rehabilitation program, the member may be able to resume the term of service with approval from the VHCB AC Director and HSO.
 - 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 or disagreement arises between the member and HSO, the member and the Program, or the member and a client or volunteer; or,
 - 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 a member receives, 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 they may file a grievance in accordance with the Program’s grievance procedure.

VII. Program Responsibilities to Members

1. select all members in an impartial and nondiscriminatory manner that bolsters VHCB/AmeriCorps’ vision of diversity;
2. provide 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 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 HSO 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 members will be reasonably able to perform 1,720 hours of service within twelve months (or the total amount of hours in their term in a reasonable amount of time);
6. treat all 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 encourage success in the Program.

VIII. Amendments to This Agreement

1. This Agreement may be changed or revised by written consent of all parties (VHCB, VHCB AC, HSO as appropriate and Member).



IX. Certification

By signing this agreement, the member certifies that:

1. If they have served in a previous AmeriCorps program of any type, and/or if they were released for cause from a previous AmeriCorps term, those facts have been disclosed to the Program Director.
2. They understand 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. They understand that by signing this Agreement they are 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 they 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 they are not eligible for any part of the education award.
4. They understand that they are not covered by the Fair Labor Standards Act and is not eligible for overtime pay. For example, they are 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. They also understand that they are 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. They understand they are not a Federal employee and that they do not obtain any special status with respect to seeking a Federal job on the basis of having successfully completed a term of service.
6. They understand that this Program is subject to the availability of government funds and that should those funds become unavailable, the Program would be terminated and this agreement made null and void. It is further understood that the Program may be subject to a temporary shutdown in the event of a Government shut-down.
7. They understand 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. They are eligible to be enrolled in the National Service Trust; and 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 the Member 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 HSO (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 of VHCB AC. 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. 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 and 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, 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.



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:

I. POLICY ON ATTENDANCE AT VHCB AC and VERMONT 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. Members 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 2018-2019 Trainings and Events Calendar. Trainings and events listed are subject to change.

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 a member 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 member 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 the current IRS rate, 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 living allowance amount. The member understands that, if they choose or need to convert the original service term, they are not owed any difference in living allowance not paid prior to the conversion. If the member completes the term requirements and exits the Program early, they understand that they are not owed any portion of the unpaid living allowance. The member understands that, if they are not actively serving or 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 VHCBS 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 they fail to submit timesheet by the timesheet due date, VHCBS 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 VHCBS AC in full.

Note: If a member gets more than 20 hours behind in 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 VHCBS AmeriCorps staff will track member hours deficits and issue warnings, it is ultimately the member's responsibility to keep track of hours throughout the service 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 VHCBS AmeriCorps Program require all AmeriCorps members as well as staff covered by the AmeriCorps Program's grant undergo a National Service Criminal History Check.

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 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.



APPENDIX VII

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) Members may raise resources directly in support of your Program's service activities.
- (b) Examples of fundraising activities 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) 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]

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.